COUNCIL AGENDA
Monday, August 7, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Presentaion To Angela Jobes, Lead Peer Counselor For The City Of Joplin Health Department, To Proclaim August 2017 As Missouri Breastfeeding Month.

   2. Proclamation To Recognize The Outstanding Work Of The Meals On Wheels Program.

   3. Presentation On Carver Nursery- The Early Head Start Would Like To Partner With The City Of Joplin To Utilize The Carver Nursery To Provide High Quality Child Care Services For 8-16 Infants And Toddlers, In A Full-Day, Full-Year Program, Paul Bloomberg, Parks Director

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL 2017-269
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located Northeast corner of I-44 and US Highway 66 in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-269 MINUTES.PDF
      CB 2017-269 STAFF REPORT.PDF
      CB 2017-269 SUMMARY.PDF
      CB 2017-269.PDF

   3. RESOLUTION NO. 2017-009
      A RESOLUTION granting a Special Use Permit (First Request) to Giap and Angela Vu for the development of a parking lot located 2829 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2017-009 REPORT.PDF
      RS 2017-009 SUMMARY.PDF
      RS 2017-009.PDF
      RS2017-009 MINUTES.PDF

4. COUNCIL BILL 2017-270
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located 230 acres north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2017-270 MINUTES.PDF
CB 2017-270 STAFF REPORT.PDF
CB 2017-270 SUMMARY.PDF
CB 2017-270.PDF

8. Consent Agenda

1. Minutes Of The July 17, 2017 City Council Meeting

Documents:

CC MINS 7-17.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-144
AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Four Hundred Nine Thousand Four Hundred Fourteen ($409,414.00) for the construction of intersection improvements at 32nd & Indiana Avenue authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

32ND AND INDIANA COUNCIL MAP.PDF
MODOT AGREEMENT.PDF
32ND - INDIANA - SUMMARY SHEET.PDF
32ND -INDIANA - CB 2017-144.PDF

2. COUNCIL BILL NO 2017-145
AN ORDINANCE approving an agreement with the Missouri Highway and Transportation Commission for Federal funding for design costs to replace sidewalks along Main Street from 11th Street to 15th Street authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

MAIN STREET 15TH TO 11TH ORDINANCE MAP.PDF
JOPLIN 11TH TO 15TH.PDF
CB SUMMARY SHEET FOR MAIN STREET FOR MODOT.PDF
COUNCIL BILL-145-MODOT 11TH TO 15TH.PDF

3. COUNCIL BILL NO. 2017-146
AN ORDINANCE approving an agreement for Olsson Associates Inc. in the

not to exceed amount of One Hundred Sixty-Nine Thousand Two Hundred Eight and 00/100 Dollars ($169,208.00) for professional engineering consulting services for Main Street from 11th to 15th Street improvements authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

MAIN STREET 15TH TO 11TH ORDINANCE MAP.PDF
2017-06-07 AGMT AND ATTACHMENT A 11TH TO 15TH ON MAIN.PDF
CB SUMMARY SHEET FOR MAIN STREET.PDF
CB-OLSSON.PDF

4. COUNCIL BILL NO. 2017-371
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the repair & securing of the structure located at 1411 Campbell Parkway in the City of Joplin, Missouri, for the amount of One Thousand Two Hundred and 00/100 Dollar ($1,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-371-BIDS.PDF
CB 2017-371-PICTURES.PDF
CB 2017-371-SUMMARY.PDF
CB 2017-371.PDF

5. COUNCIL BILL NO. 2017-372
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 1909 S. Moffet in the City of Joplin, Missouri, for the amount of Three Thousand Two Hundred Ninety- Nine and 00/100 Dollars (3,299.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 207-372-PICTURES.PDF
CB 2017-372.PDF
CB 2017-372-BIDS.PDF
CB 2017-372-SUMMARY.PDF

6. COUNCIL BILL NO. 2017-373
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1108 McKinley in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety- Nine and 00/100 Dollars (2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-373.PDF
CB 2017-373-BIDS.PDF
CB 2017-373-PICTURES.PDF
CB 2017-373-SUMMARY.PDF

7. COUNCIL BILL NO. 2017-513
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Casey Harrison for the sale of approximately 6,250 square feet of land at 2014 Porter; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2017-513 SUMMARY SHEET LAND SALE 2014 PORTER.PDF
CB 2017-513 LAND SALE ORDINANCE 2014 PORTER.PDF
CB 2017-513 REAL ESTATE CONTRACT 2014 PORTER.PDF
CB 2017-513 QUIT CLAIM DEED 2014 PORTER.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2017-006
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

ETHICS_SUMMARY SHEET RE-ADOPTION_FINANCIAL INTEREST DISCLOSURE STMT_CB2017-006.PDF
ETHICS_RE-ADOPTION SEC 2-107_FINANCIAL INTEREST DISCLOSURE_CB2017-006 DUE 9-15-2017.PDF

2. COUNCIL BILL NO. 2017-606

An ordinance approving the applications of Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Ozark Christian College, for 2018 Conference Series; Active Lifestyle Inc., for Joplin Memorial Marathon; Rufus Racing, for Summer Roundup Triathlon; Joplin Disc Golf Club for 13th Annual Four State Open; MSSU Alumni Association for Alumni Tracking Software; George A. Spiva Center for the Arts for a Veterans Art Exhibit; George Washington Carver Birthplace Association, for the Marketing the Park's 75th Anniversary year; ProMusica for 2018 Concert Series; Alliance of Southwest Missouri for Hope Conference; Emancipation Celebration Committee for Emancipation Park Day Celebration; Downtown Joplin Alliance for 2018 Events Marketing; Central Christian Center for Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 18th Annual Carl Junction Bluegrass Festival; Joplin Art Fest Committee for the Joplin Arts Fest, and Historic Murphysburg Preservation, Inc. for Heritage Homes Tour , for utilization of FY2018 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

JCVB FY18 GRANT FUNDING ORDINANCE CB2017-606.PDF
JCVB FY18 GRANT FUNDING SUMMARY SHEET CB2017-606.PDF
MEMO SUMMARY GRANT FY18.PDF
FY18 GRANT APPLICATION SNAPSHOTS.PDF

3. COUNCIL BILL NO. 2017-608

This Council Bill seeks permission from council for the city manager to sign a user's agreement with Tempest, Inc. for Customer Relations Management (CRM) software for the Convention and Visitors Bureau for the not to exceed price of Fifteen Thousand and 00/100 Dollars ($15,000.00), through the 2020 fiscal year.

Documents:

CRM SOFTWARE AGREEMENT 2018-20 GREEN SHEET CB2017-608.PDF
CRM SOFTWARE AGREEMENT 2018-20 COUNCIL BILL CB2017-608.PDF
2017 MASTERSERVICESAGREEMENTMSAJOPLINMO.PDF
2017 SCOPEOFWORKSOWJOPLINMO.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Set The Date For The Public Hearing On The FY 2017-18 Proposed Budget For August 21, 2017.

    2. Set The Date For The Public Hearing On The Property Tax Rate For August 28, 2017.

    3. News From The PIO

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)

Case 021-17: Northeast corner of I-44 and US Highway 66 - A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) for the continued operation of a billboard – Quapaw Tribe.

Mr. Jack Brill, Attorney for the Quapaw Tribe of Oklahoma, 8215 Gold Finch, Neosho, MO. 64850. Mr. Brill stated that the Quapaw Tribe would like to rezone the property from R-1 (Single Family Residential) to C-3 (Commercial). Upon annexation into the City of Joplin, the property went to R-1 (Single Family Residential). He stated that the primary purpose of the application was to bring their existing billboard into compliance with the City Zoning Code.

Mr. Ramsour had a question for Staff. He wanted to know where the city limits were in relation to the property.

Ms. Cunningham stated that wherever there is an R-1 on the map is in the city limits.
Mr. Ramsour asked if this is the farthest East the city limits reach.

Mr. Bolander stated that right now this is the farthest East. A few years ago, the Quapaw Tribe applied for this land to be annexed into the City of Joplin.

Jack Brill mentioned that the Quapaw Tribe owns about 100 acres that has been annexed into the City of Joplin.

Alan Mauk, 4404 Aardvark Drive, Joplin, MO. The round-about and the Convenience Store is in the city limits.

Mr. Cortez asked other than being in compliance with the city sign laws, are there any other plans for this property if rezoned to Commercial?

Mr. Brill stated not to his knowledge.

Mr. Bolander mentioned that the City has worked with the Tribe for many years on the property in Missouri, including providing sewer service to the property. Many years ago, when development began, everyone agreed to a land-use plan for this area. The land-use plan notates the area as future commercial development.

Mr. Duncan asked if there was anyone else to speak in favor? There were not. He asked if there was anyone to speak against the zoning request.

Larry Linthicum, 4348 Greenwood Dr., Joplin, MO. Mr. Linthicum voiced his concern about the future use of the property. He stated that he did not want commercial development across the street from his home. He wondered how commercial development would affect his property values.

Mr. Ramsour stated he drove out there and it looks like we are only rezoning one area, but there is a mobile home park. Is that still going to be R-1.

Mr. Bolander stated that whenever the City annexes property it comes in as R-1.

Mr. Duncan wanted to know when the sign first went up was there approval from this body?

Mr. Bolander stated there was not, due to it was not in the city limits at the time.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 021-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NEYS, 1 ABSENT).

Z&P Meeting: July 10, 2017
City Council Meeting: August 7, 2017

STAFF PLANNING REPORT
Rezoning

CASE 021-17 A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) for the continued operation of a billboard.

LOCATION Northeast corner of I-44 and Highway 66.

APPLICANT Quapaw Tribe.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single Family, with undeveloped area to the south	12.14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	N/A	N/A	R-1
Land Use	Single Family	Trailers/Storage	I-44	Parking Lot

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W Greenwood Dr	Secondary	40'

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Currently, this site is zoned R-1, which does not allow for billboards on site. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation. In order to meet the requirements of the zoning code, the property must be rezoned to C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property.

DISCUSSION

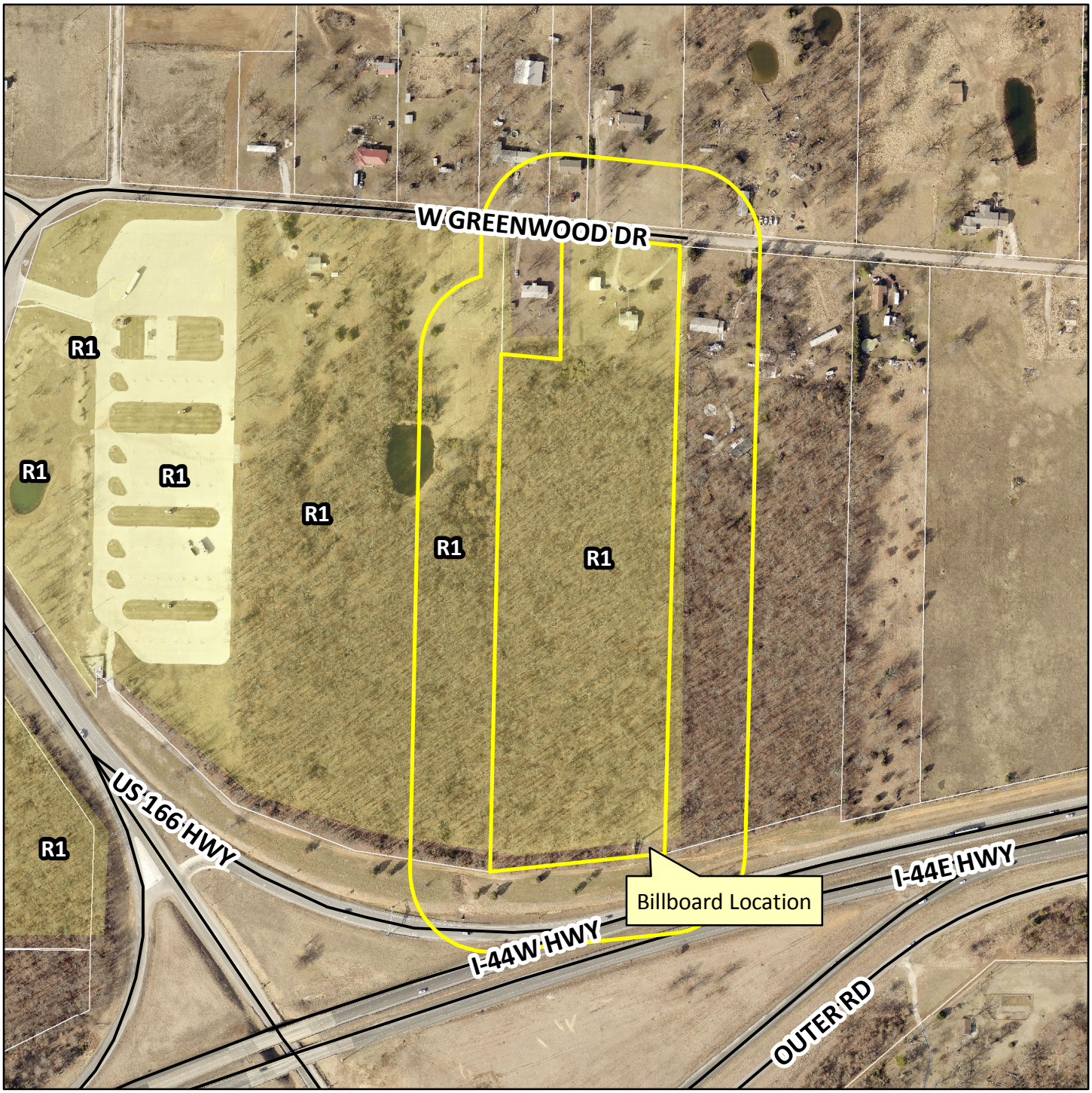
This property consists of 12.14 acres located on Greenwood Road, just north of the intersection of US-166 and I-44. The property to the west is owned by Downstream Golf Resort (Quapaw Tribe). When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation. The applicant submitted a rezoning application to follow the city's zoning code regarding billboards.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 021-17.

ATTACHMENTS

- Application
- Map
- Survey



Case 021-17: I-44 and US Highway 166 – A request to rezone from District R-1 (Residential) to District C-3 (Commercial) for the continued operation of a billboard - Quapaw Tribe.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

Item: COUNCIL BILL NO. 2017-269
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-269
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/10/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Ney, 1 Absent.

SUMMARY/REQUEST:
Case 021-17: Northeast corner of I-44 and US Highway 66 - A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) for the continued operation of a billboard – Quapaw Tribe.

STAFF SUMMARY:
This property consists of 12.14 acres located on Greenwood Road, just north of the intersection of US-166 and I-44. The property to the west is owned by Downstream Golf Resort (Quapaw Tribe). When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation. The applicant submitted a rezoning application to follow the city's zoning code regarding billboards.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 021-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jack Brill, Attorney for the Quapaw Tribe of Oklahoma, 8215 Gold Finch, Neosho, MO. 64850. Mr. Brill stated that the Quapaw Tribe would like to rezone the property from R-1 (Single Family Residential) to C-3 (Commercial). Upon annexation into the City of Joplin, the property went to R-1 (Single Family Residential). He stated that the primary purpose of the application was to bring their existing billboard into compliance with the City Zoning Code

Jack Brill mentioned that the Quapaw Tribe owns about 100 acres that has been annexed into the City of Joplin.

Alan Mauk, 4404 Aardvark Drive, Joplin, MO. The round-about and the Convenience Store is in the city limits.

Mr. Cortez asked other than being in compliance with the city sign laws, are there any other plans for this property if rezoned to Commercial?

Mr. Brill stated not to his knowledge.

Mr. Bolander mentioned that the City has worked with the Tribe for many years on the property in Missouri, including providing sewer service to the property. Many years ago, when development began, everyone agreed to a land-use plan for this area. The land-use plan notates the area as future commercial development.

PUBLIC COMMENT:
Larry Linthicum, 4348 Greenwood Dr., Joplin, MO. Mr. Linthicum voiced his concern about the future use of the property. He stated that he did not want commercial development across the street from his home. He wondered how commercial development would affect his property values.

P & Z Case 021-17
Quapaw Tribe
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located Northeast corner of I-44 and US Highway 66 in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-3:

The property described as follows: all that part of the southeast (SE1/4) of section 2, township 26 north, range 34 west, newton county, Missouri, described as follows: BEGINNING AT A POINT 916.6 FEET EAST PF THE EAST OF THE SOUTHWEST CORNER AND ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH TO A POINT IN THE CENTER OF THE MAIN ROAD WHICH TRAVERSES SAID SOUTHEAST QUARTER; THENCE EAST FOLLOWING THE CENTER OF SAID MAIN ROAD TO A POINT 1,192.3 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1,192.3 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST 275.7 FEET TO POINT OF BEGINNING, AND BEGINNING AT POINT 1,192.3 FEET EAST OF THE SOUTHWEST CORNER AND ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH TO CENTER OF MAIN ROAD WHICH TRAVERSES SAID SOUTHEAST QUARTER; THENCE EAST FOLLOWING THE CENTER OF SAID MAIN ROAD TO EAST LINE OF THE WEST HALF O F THE SOUTHEAST QUARTER; THENCE SOUTH TO SOUTHEAST CORNER OF SAID WEST HALF OF SOUTHEAST QUARTER; THENCE WEST TO POINT OF BEGINNING. EXCEPT COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 26, RANGE 34, NEWTON COUNTY, MISSOURI; THENCE SOUTH 0°04' EAST 981.0 FEET ALONG EAST LINE OF SAID QUARTER TO THE CENTER LINE OF A COUNTY ROAD, THENCE NORTH 86°09' WEST 268.30 FEET TO POINT OF BEGINNING; THENCE SOUTH 86°09' EAST 136.0 FEET TO POINT OF BEGINNING EXCEPT THAT PART FOR ROAD RIGHT-OF-WAY

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Z&P Meeting: July 10, 2017
City Council Meeting: August 7, 2017

STAFF PLANNING REPORT
Special Use Permit

CASE 022-15: A request for a Special Use Permit (1st Request) for the construction of a parking lot.

LOCATION: 2829 S Joplin Ave.

APPLICANT: Giap and Angela Vu, Hunan Garden

REQUESTED USE: Parking Lot

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R1	Vacant, Residential	.137 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R1	C3	R1	R1
Land Use	Single family residential	Hunan Garden	Single Family Residential	Vacant, Residential

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
29th Street	Secondary	50 feet
Joplin Ave.	Collector	60 feet

IS OFF STREET PARKING PROVIDED?

No. The requested use will provide parking.

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

No.

DISCUSSION:

The applicant is requesting a permanent Special Use Permit to construct a parking lot at 2829 S. Joplin Ave. This is to provide parking for Hunan Garden, an adjacent commercial business. The City of Joplin Zoning Code allows parking lots in residential areas with a special use permit.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Giap and Angela Vu for the construction and use of a parking lot at 2829 S. Joplin.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with Section 29A-1902 C. of the City of Joplin's Zoning Code. Specifically: "All open off-street parking and loading areas shall be graded and paved with an all-weather material such as asphalt, concrete, or double sealcoat."
5. All regulations as stated in Appendix 29-A (Zoning Code), and more specifically Article 19 (Off-Street Parking and Loading Regulations), of the Joplin Municipal Code shall be followed always.
6. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 022-17.



Case 022-17: 2829 S Joplin Ave - A request for a Special Use Permit (1st Request) for the construction of a parking lot - Giap and Angela Vu.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

Item: RESOLUTION NO. 2017-009
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2017-009
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/10/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Ney, 1 Absent.

SUMMARY/REQUEST:
Case 022-17: 2829 South Joplin Avenue-A request for a Special Use Permit (1st Request) for the construction of a parking lot – Giap and Angela Vu.

STAFF SUMMARY:
The applicant is requesting a permanent Special Use Permit to construct a parking lot at 2829 S. Joplin Ave. This is to provide parking for Hunan Garden, an adjacent commercial business. The City of Joplin Zoning Code allows parking lots in residential areas with a special use permit.

1. This Special Use Permit is issued to Giap and Angela Vu for the construction and use of a parking lot at 2829 S. Joplin.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with Section 29A-1902 C. of the City of Joplin's Zoning Code. Specifically: "All open off-street parking and loading areas shall be graded and paved with an all-weather material such as asphalt, concrete, or double sealcoat."
5. All regulations as stated in Appendix 29-A (Zoning Code), and more specifically Article 19 (Off-Street Parking and Loading Regulations), of the Joplin Municipal Code shall be followed always.
6. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 022-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dave Johnson, Construction Adventures, 5465 Hwy 43 South, Joplin, MO. He was there on behalf of the owners and they purchased this property after the tornado. They want to construct a

paved parking lot on the property. It is on the corner of 29th Street and Main Street.

Mr. Cortex asked Mr. Johnson if the property directly North of their property is occupied.

Mr. Johnson stated he was not sure.

Mr. Ramsour stated it was for sale.

Ms. Cunningham mentioned that the Planning and Zoning sent out a letter to all property owners within 185 feet and have not received any official protest petitions. It was noted in the report that there were some parking issues without the lot being constructed. The employees of Hunan Garden were parking there and the owners are coming into compliance with our code.

Mr. Duncan asked what the plans are for the covering of the parking lot and screening since adjacent properties are R-1.

Mr. Johnson stated they had a pre-development meeting with city staff and are following all guidelines. They will construct a low-rise fence between the residents and provide a landscape buffer. The lot will have two entrances, one be off the alley and the off the west end of 29th Street, holding about 11 spaces. It will be a dust-free paved parking lot.

Mr. Ramsour asked about their storm water plans, considering the slope of the lot.

Mr. Johnson stated that he talked with the city about what they were going to do about water quality and storm water runoff.

Ms. Cunningham mentioned that the City Storm Water Engineer, Dan Johnson was present at the predevelopment meeting. At that meeting he discussed constructing a little swale using the contour of the land so they won't have to build a new basin.

PUBLIC COMMENT:
Chester Fritz, 2826 South Joplin, Joplin, MO. He lives across the street from the proposed parking lot. He stated that he would prefer not to have a parking lot next to his property, since he already picks up trash from the restaurant on his lots.

Mr. Ramsour stated that this was not a rezoning but a Special Use Permit. It will remain R-1 but have a Special Use Permit for a specified period.

Ms. Cunningham stated that this SUP is on a permanent basis for parking lots. Mr. Bolander mentioned the advantage of having a special use permit as opposed to rezoning is that the property may only be used for a parking lot; it is barred from additional commercial development unless later rezoned

P & Z Case 022-17
Giap and Angela Vu
(P & Z Recommended Approval)

RESOLUTION NO. 2017-009

A RESOLUTION granting a Special Use Permit (First Request) to Giap and Angela Vu for the development of a parking lot located 2829 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on August 7, 2017, in compliance with said request;

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

That a Special Use Permit be granted to Giap and Angela Vu for the development of a parking lot located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF LOT ONE-HUNDRED AND EIGHTEEN (118) OF D.W. LUKE'S SOUTHERN HEIGHTS SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

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

1. This Special Use Permit is issued to Giap and Angela Vu for the construction and use of a parking lot at 2829 S. Joplin.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with Section 29A-1902 C. of the City of Joplin's Zoning Code. Specifically: "All open off-street parking and loading areas shall be graded and paved with an all-weather material such as asphalt, concrete, or double sealcoat."
5. All regulations as stated in Appendix 29-A (Zoning Code), and more specifically Article 19 (Off-Street Parking and Loading Regulations), of the Joplin Municipal Code shall be followed always.
6. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of August, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 022-17: 2829 South Joplin Avenue - A request for a Special Use Permit (1st Request) for the construction of a parking lot - Giap and Angela Vu.

Dave Johnson, Construction Adventures, 5465 Hwy 43 South, Joplin, MO. He was there on behalf of the owners and they purchased this property after the tornado. They want to construct a paved parking lot on the property. It is on the corner of 29th Street and Main Street.

Mr. Cortex asked Mr. Johnson if the property directly North of their property is occupied.

Mr. Johnson stated he was not sure.

Mr. Ramsour stated it was for sale.

Ms. Cunningham mentioned that the Planning and Zoning sent out a letter to all property owners within 185 feet and have not received any official protest petitions. It was noted in the report that there were some parking issues without the lot being constructed. The employees of Hunan Garden were parking there and the owners are coming into compliance with our code.

Mr. Duncan asked what the plans are for the covering of the parking lot and screening since adjacent properties are R-1.

Mr. Johnson stated they had a pre-development meeting with city staff and are following all guidelines. They will construct a low-rise fence between the residents and provide a landscape buffer. The lot will have two entrances, one be off the alley and the off the west end of 29th Street, holding about 11 spaces. It will be a dust-free paved parking lot.

Mr. Ramsour asked about their storm water plans, considering the slope of the lot.

Mr. Johnson stated that he talked with the city about what they were going to do about water quality and storm water runoff.

Ms. Cunningham mentioned that the City Storm Water Engineer Dan Johnson was present at the predevelopment meeting. At that meeting he discussed constructing a little swale using the contour of the land so they won't have to build a new basin.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this request? There were not. He asked if there were anyone wanting to speak against this request?

Chester Fritz, 2826 South Joplin, Joplin, MO. He lives across the street from the proposed parking lot. He stated that he would prefer not to have a parking lot next to his property, since he already picks up trash from the restaurant on his lots.

Mr. Ramsour stated that this was not a rezoning but a Special Use Permit. It will remain R-1 but have a Special Use Permit for a specified period.

Ms. Cunningham stated that this SUP is on a permanent basis for parking lots. Mr. Bolander mentioned the advantage of having a special use permit as opposed to rezoning is that the property may only be used for a parking lot; it is barred from additional commercial development unless later rezoned.

MR. DERMOTT MOVED, SECONDED BY MR. CORTEZ, THAT CASE 022-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NEYS, 1 ABSENT).

Case 023-17: 230 acres north of Highway FF and east of Prigmor Road - A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development - Joplin Industrial Development Authority

Ms. Cunningham wanted to note that in the Joplin Globe advertisement, there was additional property advertised that is not in the city limits. Looking at the map, the highlighted area was included in the legal description but it is not in the city limits. The request should be amended to exempt the parcel which we have the legal description for.

Mr. Cortez wanted to know the approximate acreage.

Mr. O'Brian stated it was about 26 acres.

Mr. Duncan asked whether we amend the proposal before voting on recommendation.

Ms. Cunningham answered yes.

Rob O'Brian, Vice President of the Joplin Industrial Development Authority, 320 East 4th Street, Joplin, MO. This is part of the Crossroads Business Park. This came into the city last year, Heartland Pet Food and Windsor to the west both are in the city limits and zoned correctly. The idea of this request is to finish off the rezoning process for all the undeveloped land from 32nd Street up to Apple Road except for the 26 acres.

Mr. Duncan wanted to know why the other piece did not come in with the other property?

Mr. O'Brian stated that all the land came in but Heartland, Coco Cola, Eagle Pitcher, Windsor, as existing, separate, property owners, had to come to the Commission separately.

Mr. Ramsour needed some information from staff. He wanted to know why they are zoned R-1?

Mr. Bolander stated that a lot of that on the map is incorrect. Much of the area was rezoned to heavy industrial several years ago. The City's database needs to be updated with the new zoning information (M-2).

Mr. Ramsour reconfirmed that the blue highlighted area is not in the city limits.

Mr. Bolander stated that was correct.

Mr. O'Brian mentioned that the property to the East of that is not within the City. JIDA acquired the property after annexation, and is not choosing to at this time due to the Turkey Creek basin.

Mr. Duncan asked if there were anyone else to speak in favor of this request? There were not. Is there anyone that would like to speak against this request?

Justin Forrest, 420 County Rd 180, Joplin, MO. We were not clear on what was trying to be rezoned. On the map, it doesn't look like it is going up to County Road180. We are trying to keep it residential if possible. We are worried about the extra noise, traffic, and our property values. We have never received a letter before but we did on this one.

Mr. Bolander stated that technically you weren't supposed to be. Anyone within 185' of the proposed rezoning should have received letters. We still appreciate input from anyone interested.

Mr. Forrest thanked Mr. Bolander and stated they were very appreciative of receiving the letter.

Carrol Bowman, 510 County Rd 180, Joplin, MO. They didn't know what was going on. She was Was glad to hear it is the property in the yellow. Their concern was a road coming out of the Industrial Park onto County Rd. 180. Their request is not to put a road out to County Rd 180.

Mr. Duncan Closed the Public Hearing.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 023-17 BE AMENDED TO EXCLUDE TRACKS A, B, AND C. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NEYS, 1 ABSENT).

MR. RAMSOUR MOVED, SECONDED BY MR. DERMOTT, THAT CASE 023-17 AMENDED PROPOSAL BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NEYS, 1 ABSENT).

Z&P Meeting: July 10, 2017
City Council Meeting: August 7, 2017

STAFF PLANNING REPORT
Rezoning

CASE 023-17 A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development.

LOCATION 230 Acres North of Highway FF and East of Prigmore Ave.

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	230 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	N/A	N/A	R-1/M-2
Land Use	I-44	Agriculture	Single Family/ Farmland	Industrial

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future heavy industrial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Prigmore Ave.	Collector	70'
E 32nd	Arterial	80'

UTILITIES Utilities need to be extended to the property.

FLOOD PLAIN Yes, the east boundary of the property is Turkey Creek; the request contains the floodway and flood zone AE.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is in the Crossroads Industrial Park and is subject to all covenants established by the JIA which meet the City of Joplin Zoning Code Requirements.

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

Currently, this site is zoned R-1, and does not accommodate industrial development. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. It is located in the Crossroads Industrial Park.

DISCUSSION

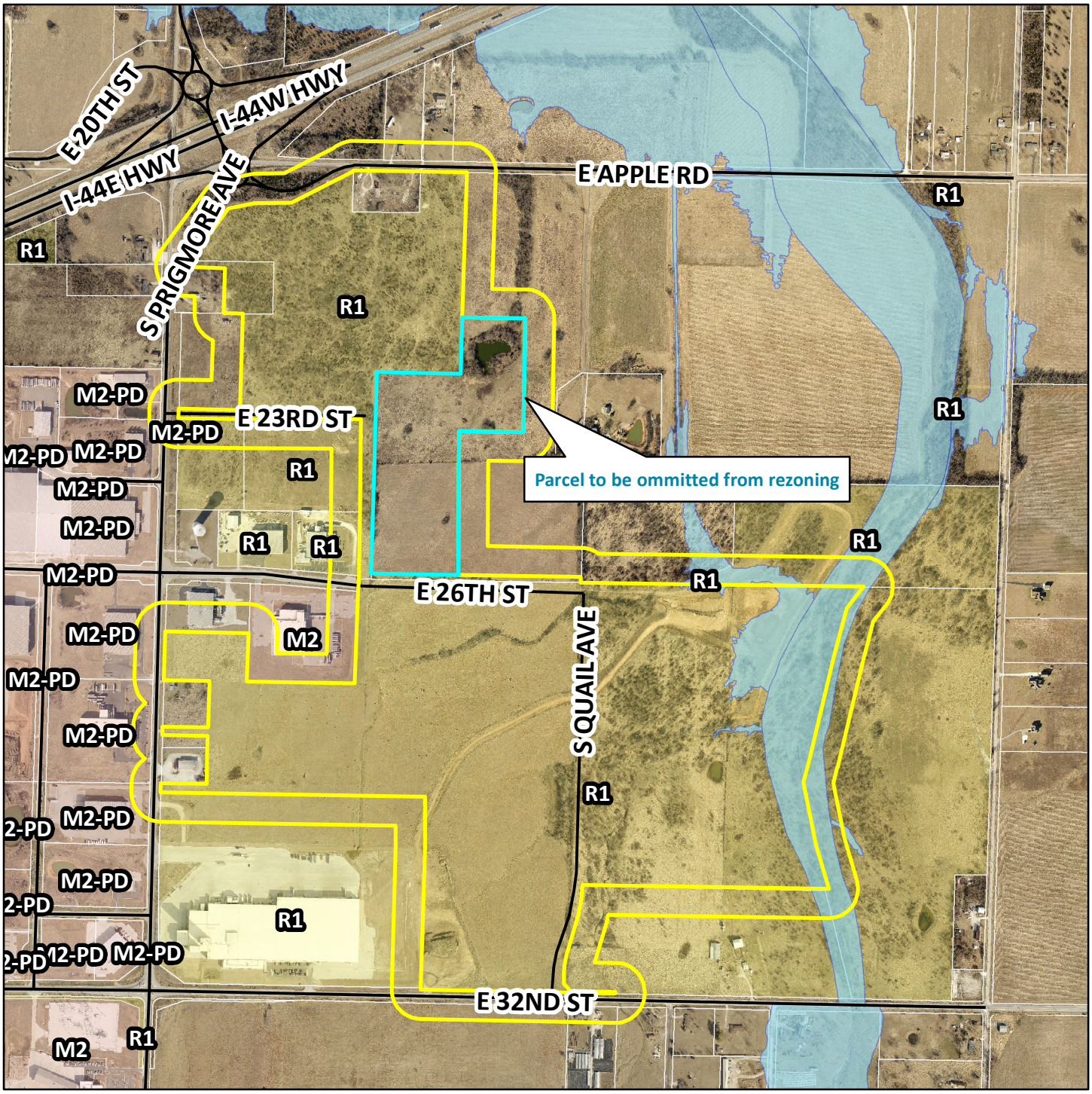
This property consists of 300 acres located north of Highway FF and East of Prigmore Ave. This site is in the Crossroads Industrial Park. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to all covenants established by the JIDA which meet, and often exceed, the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 023-17.

ATTACHMENTS

- Application
- Map
- Survey



Case 023-17: 230 Acres North of Highway FF and East of Prigmore Ave – A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development - Joplin Industrial Development Authority.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

Item: COUNCIL BILL NO. 2017-270
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-270
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/10/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Ney, 1 Absent.

SUMMARY/REQUEST:
Case 023-17: 230 Acres North of Highway FF and East of Prigmore Ave. - A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development - Joplin Industrial Development Authority

STAFF SUMMARY:
This property consists of 300 acres located north of Highway FF and East of Prigmore Ave. This site is in the Crossroads Industrial Park. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to all covenants established by the JIDA which meet, and often exceed, the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 023-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Cunningham wanted to note that in the Joplin Globe advertisement, there was additional property advertised that is not in the city limits. Looking at the map, the highlighted area was included in the legal description but it is not in the city limits. The request should be amended to exempt the parcel which we have the legal description for.

Mr. Cortez wanted to know the approximate acreage.

Mr. O'Brian stated it was about 26 acres.

Mr. Duncan asked whether we amend the proposal before voting on recommendation.

Ms. Cunningham answered yes.

Rob O'Brian, Vice President of the Joplin Industrial Development Authority, 320 East 4th Street, Joplin, MO. This is part of the Crossroads Business Park. This came into the city last year, Heartland Pet Food and Windsor to the west both are in the city limits and zoned correctly. The idea of this request is to finish off the rezoning process for all the undeveloped land from 32nd Street up to Apple Road except for the 26 acres.

Mr. Duncan wanted to know why the other piece did not come in with the other property?

Mr. O'Brian stated that all the land came in but Heartland, Coco Cola, Eagle Pitcher, Windsor, as existing, separate, property owners, had to come to the Commission separately.

Mr. Ramsour needed some information from staff. He wanted to know why they are zoned R-1?

Mr. Bolander stated that a lot of that on the map is incorrect. Much of the area was rezoned to heavy industrial several years ago. The City's database needs to be updated with the new zoning information (M-2).

Mr. Ramsour reconfirmed that the blue highlighted area is not in the city limits.

Mr. Bolander stated that was correct.

Mr. O'Brian mentioned that the property to the East of that is not within the City. JIDA acquired the property after annexation, and is not choosing to at this time due to the Turkey Creek basin

PUBLIC COMMENT:
Justin Forrest, 420 County Rd 180, Joplin, MO. We were not clear on what was trying to be rezoned. On the map, it doesn't look like it is going up to County Road180. We are trying to keep it residential if possible. We are worried about the extra noise, traffic, and our property values. We have never received a letter before but we did on this one.

Mr. Bolander stated that technically you weren't supposed to be. Anyone within 185' of the proposed rezoning should have received letters. We still appreciate input from anyone interested.

P & Z Case 023-17
Joplin Industrial
Development
Authority
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located 230 acres north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri.

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

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

The property described as follows: TRACT A: A TRACT OF LAND IN THE SE-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS ALL THAT PART OF SAID SE-1/4 LYING WEST OF TURKEY CREEK, LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTH QUARTER-CORNER OF SAID SECTION 14; THENCE N 01°43'06"E ALONG THE QUARTER-SECTION LINE, 40.00 FEET TO A POINT ON THE PREVIOUS NORTH RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET); THENCE S 88°49'57"E ALONG SAID PREVIOUS RIGHT-OF-WAY, 300.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°10'03"E ALONG THE NEW RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET), 9.77 FEET; THENCE N 88°49'57"W ALONG SAID NEW RIGHT-OF-WAY, 285.45 FEET; THENCE N 43°33'26"W ALONG SAID NEW RIGHT-OF-WAY, 20.34 FEET TO A POINT ON THE WEST LINE OF THE SW-1/4 OF SAID SECTION 14; THENCE N 01°43'06"E ALONG SAID WEST LINE, 282.23 FEET; THENCE N 17°21'38"E, 117.45 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1035.00 FEET AND A CENTRAL ANGLE OF 14°47'35", AN ARC DISTANCE OF 267.22 FEET (CHORD N 09°57'51"E, 266.48 FEET); THENCE S 88°49'35"E ALONG A NON-TANGENT LINE, 1536.00 FEET; THENCE S 13°42'44"E, 706.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET); THENCE N 88°49'57"W ALONG SAID RIGHT-OF-WAY, 1493.76 FEET TO THE POINT OF BEGINNING; TRACT B: AND A TRACT OF LAND IN THE SW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE S 88°49'57"E ALONG THE SOUTH LINE THEREOF, 1720.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°38'53"E, 1254.37 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2407 AT PAGE 275; THENCE N

88°50’15”W ALONG THE NORTH LINE THEREOF, 1625.00 FEET; THENCE S 46°24’19”W, 71.01 FEET; THENCE N 88°50’15”W, 45.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38’53”E, 109.98 FEET TO THE NORTHWEST CORNER OF THE SW-1/4 OF THE SW-1/4 OF SAID SECTION 14; THENCE S 88°50’15”E, 320.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2423 AT PAGE 411; THENCE N 01°38’53”E, 300.00 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2422 AT PAGE 254; THENCE N 88°50’15”W, 320.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38’53”E ALONG SAID WEST LINE, 57.00 FEET; THENCE S 88°50’33”E, 320.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1592 AT PAGE 861; THENCE N 01°38’53”E, 300.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 88°50’33”W, 320.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38’53”E ALONG SAID WEST LINE, 301.62 FEET; THENCE S 88°20’14”E, 565.07 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 230 AT PAGE 920; THENCE S 01°38’53”W, 296.64 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2378 AT PAGE 175; THENCE S 88°50’33”E, 684.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 01°38’53”E ALONG THE EAST LINE OF SAID TRACT AND AN EXTENSION THEREOF, 657.09 FEET TO A POINT ON THE NORTH LINE OF THE SW-1/4 OF SAID SECTION 14; THENCE S 88°50’48”E, 1408.80 FEET TO THE NORTHEAST CORNER OF SAID SW-1/4 OF SECTION 14; THENCE S 01°43’06”W, 2282.45 FEET; THENCE S 17°21’38”W, 43.27 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 15°38’32”, AN ARC DISTANCE OF 135.14 FEET (CHORD = S 09°32’22”W, 134.72 FEET); THENCE S 01°43’06”W, 77.38 FEET; THENCE S 43°33’26”E, 42.22 FEET TO A POINT ON THE EAST LINE OF SAID SW-1/4 OF SECTION 14; THENCE S 01°43’06”W, 64.23 FEET TO THE SOUTHEAST CORNER OF SAID SW-1/4 OF SECTION 14; THENCE N 88°49’57”W, 934.80 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE; AND TRACT C: A TRACT OF LAND IN THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NW-1/4; THENCE S 88°50’48”E ALONG THE SOUTH LINE OF THEREOF, 1249.20 FEET; THENCE N 01°38’53”E, 998.69 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2348 AT PAGE 1824; THENCE N 88°21’07”W, 779.36 FEET; THENCE N 01°38’53”E, 664.91 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2322 AT PAGE 1440; THENCE N 88°20’38”W, 118.56 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1785 AT PAGE 1878; THENCE N 01°39’22”E, 290.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 88°20’38”W, 252.62 FEET TO A POINT ON HIGHWAY I-44 RIGHT-OF-WAY; THENCE N 36°21’28”E ALONG SAID RIGHT-OF-WAY, 457.91 FEET; THENCE N 78°16’34”E ALONG SAID RIGHT-OF-WAY, 169.42 FEET; THENCE N 89°11’31”E ALONG SAID RIGHT-OF-WAY, 235.66 FEET; THENCE N 62°59’22”E ALONG SAID RIGHT-OF-WAY, 447.24 FEET; THENCE N 01°11’53”E, 5.67 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF APPLE ROAD; THENCE S 88°45’24”E ALONG SAID RIGHT-OF-WAY, 710.90 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1823 AT PAGE 1753; THENCE S 01°41’48”W ALONG THE WESTERLY LINE OF SAID TRACT, 949.04 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2360 AT PAGE 1873; THENCE N 88°48’07”E, 400.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S 01°41’48”W ALONG THE

EASTERLY LINE OF SAID TRACT, 719.95 FEET; THENCE N 88°49’02”W ALONG SAID TRACT, 400.02 FEET; THENCE S 01°41’48”W, 930.16 FEET TO THE SOUTHEAST CORNER OF SAID TRACT ON THE SOUTH LINE OF SAID NW-1/4; THENCE N 88°50’48”W ALONG SAID SOUTH LINE, 611.68 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE. EXCEPT A TRACT OF LAND IN THE E-1/2 OF THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE S 88°50'48”E ALONG THE QUARTER SECTION LINE, 1860.88 FEET; THENCE N 01°41'48”E, 930.16 FEET TO THE POINT OF BEGINNING; THENCE N 01°41'48”E, 384.66 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/5 OF THE NE-1/4 OF THE NW-1/4; THENCE N 01°41'48”E ALONG THE WEST LINE OF SAID EAST 3/5, A DISTANCE OF 335.39 FEET; THENCE S 88°48'07”E, 400.02 FEET; THENCE S 01°41'48”W, 719.95 FEET; THENCE N 88°49'02”W, 400.02 FEET TO THE POINT OF BEGINNING. CONTAINING 6.61 ACRES, MORE OR LESS. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE, AND A TRACT OF LAND IN THE SE-1/4 OF THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE S 88°50'48”E, 1329.20 FEET TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF THE NW-1/4; THENCE N 01°41'01”E, 693.17 FEET TO THE POINT OF BEGINNING; THENCE N 01`41'01"E, 621.55 FEET TO THE NORTHWEST CORNER OF SAID SE-1/4 OF THE NW-1/4; THENCE S 88°51'28”E ALONG THE NORTH LINE THEREOF, 531.98 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/5 OF THE NE-1/4 OF THE NW-1/4; THENCE S 01°41'48”W, 621.55 FEET; THENCE N 88°51'28”W, 531.84 FEET TO THE POINT OF BEGINNING. CONTAINING 7.59 ACRES, MORE OR LESS. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE, AND A TRACT OF LAND IN THE SE-1/4 OF THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE S 88°50'48”E, 1329.20 FEET TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF THE NW-1/4, THE POINT OF BEGINNING; THENCE N 01°41'01”E ALONG THE WEST LINE OF SAID SE-1/4 OF THE NW-1/4, A DISTANCE OF 693.17; THENCE S 88°51'28”E, 531.84 FEET; THENCE S 01°41'48”W, 693.27 FEET TO A POINT ON THE SOUTH LINE OF SAID SE-1/4 OF THE NW-1/4; THENCE N 88°50'48”W, 531.68 FEET TO THE POINT OF BEGINNING. CONTAINING 8.46 ACRES, MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2017, by a vote of_____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES July 17, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

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

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA –There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Shaw, second by Mrs. Colbert-Kean, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Lewis.

Minutes of the July 3, 2017 Council Meeting.

COUNCIL BILL NO. 2017-267 - AN ORDINANCE requesting to review the Final Plat of the Maryland Crossing in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-104**

COUNCIL BILL NO. 2017-268. 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 1516 E. 19th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-105**

COUNCIL BILL NO. 2017-512 - AN ORDINANCE approving position changes to the Salary Administration Plan for the City of Joplin. **Ordinance No. 2017-106**

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit. If you need disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

RESOLUTIONS

ORDINANCES – EMERGENCIES

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Announcements from the PIO, presented by Taylor Cunningham, assistant to the city manager:

Don't forget – this Thursday is the Downtown Joplin's Third Thursday event. If you haven't had a chance to get away for vacation yet, the theme of the event is Summer Travel.

Also, mark your calendars for the Downtown Joplin's Sidewalk Sale – set for Saturday, July 29.

And the Shoal Creek Audubon Center's Water Festival is Saturday, August 12.

Mayor Seibert acknowledged the passing of Jan Tupper, a former council member and active community supporter who served his country and community very well. He leaves a wonderful legacy and will be greatly missed.

Mr. Stanley announced that on August 26, 2017 at Mercy Park, the Alzheimer Association will be hosting the Walk to End Alzheimer's and he encouraged everyone to support this cause.

Vote to go into closed session, which shall pertain to 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 (3) RSMo, as amended 2016, and 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 as set forth in Section 610.021(1) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Brown to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Lewis.

There being no further business the meeting adjourned at 6:07 p.m.

Submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer, Assistant City Clerk

32nd & Indiana Avenue



City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738

DISCLAIMER:

This drawing is neither a legally recorded map for a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Street_Signs

joplin_streets

N
W E
S

CCO Form:	DE07	Cost Apportionment Agreement	
Approved:	07/97 (DPP)	Route: FF & Indiana St.	
Revised:	03/14 (AR)	County: Jasper & Newton	
Modified:	02/16 (BDG)	Job No.: J7P3187B	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route FF in Jasper and Newton Counties as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route FF at its intersection with Indiana Street; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(I) GENERAL INFORMATION:

(1) PURPOSE: The purpose of this Agreement is to coordinate participation by the City in the cost of the Commission's public improvement for Routes FF and Indiana Street, in the Counties of Jasper and Newton, designated as Job No. J7P3187B. This public improvement will involve intersection improvements.

(2) IMPROVEMENT DESIGNATION: The public improvement designated as Routes FF and Indiana Street, Jasper and Newton Counties, Job No. J7P3187B shall consist of intersection improvements.

(3) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route FF, Jasper and Newton Counties, Missouri, at its intersection with Indiana Street in Joplin, Missouri.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for

the above-designated route and project.

(4) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(5) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(7) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Director of Public Works
City of Joplin
602 S Main
Joplin, MO 64801
Facsimile No: (417) 625-4738

(B) To the Commission:
District Engineer
MoDOT, Southwest District
3025 E Kearney
Springfield, MO 65803
Facsimile No: (417) 895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(II) PROJECT RESPONSIBILITIES AND FINANCIAL OBLIGATIONS:

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The City will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design of the project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the City, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Commission will award the project with concurrence from the City.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(9) CONCURRENCE WITH AWARD: Once the Commission has let the project and the City had been notified of the amounts bid on the project, the City will have five (5) calendar days to reject or recommend award of the bid. If the City does not respond within five (5) calendar days, the City shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the City's deposited funds shall be refunded for the discontinued project.

(10) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated total cost of the project is eight hundred eighteen thousand eight hundred twenty-eight dollars ($818,828). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay fifty percent (50%) of the total project costs, currently estimated to be four hundred nine thousand four hundred fourteen dollars ($409,414).

(C) The City will pay fifty percent (50%) of the total project cost, currently estimated to be four hundred nine thousand four hundred fourteen dollars ($409,414). The City's share of the project costs will be comprised of local funds, a credit for design done by the City, and STP-Urban funds. The City will receive a credit for design, valued at eighty-one thousand six hundred eighty-two dollars ($81,682). The City will provide the Commission with documentation of expenses to verify these costs. The remainder of the City's share shall be comprised of STP-Urban funds and local funds. After accounting for the design credit, the City agrees that the Commission may program the City's remaining balance of STP-Urban funds at the time of obligation in an amount up to eighty percent (80%) of its responsibilities under this agreement, currently estimated to be thirty-four thousand two hundred twenty-four dollars ($34,224). In addition, the City shall remit a check to pay the Commission for the remaining portion of its share of the total project cost, currently estimated to be two hundred ninety-three thousand five hundred eight dollars ($293,508), no later than eight (8) weeks prior to the Commission's project bid letting date. This check should be made payable to *Director of Revenue - Local Fund.* If the City fails to make the deposit, the Commission is under no obligation to continue with the project. The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(D) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Director of Revenue –Local Fund.* The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(E) The Commission and the City will share total project costs in excess of eight hundred eighteen thousand eight hundred twenty-eight dollars ($818,828) equally. The Commission and the City will share any cost savings equally.

(11) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(12) USE OF RIGHT-OF-WAY: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(13) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(14) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(15) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(16) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(17) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(18) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(19) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(20) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to

obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(21) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Maintenance of adaptive traffic signal components and all associated equipment installed as part of this project is detailed in a separate maintenance agreement.

(22) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(23) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (22) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(24) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce

only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(25) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(26) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(27) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(III) ADDITIONAL CONTRACT TERMS:

(28) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) APPROVAL OF FHWA: This Agreement is entered into subject to the approval of the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(33) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(34) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(37) NO INTEREST: By contributing to the cost of this project or improvement,

the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(38) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(39) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(40) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20___.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _____

Title _____

ATTEST: (Commission seal)

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

By _____

Title _____

By _____

Title _____

ATTEST: (City seal, if existing)

By _____

Title _____

APPROVED AS TO FORM:

By _____

Title _____

Ordinance Number_____

"Exhibit A"


IOWA AVE
29TH ST
30TH ST
GRAND ST
ILLINOIS AVE
WISCONSIN AVE
MICHIGAN
KANSAS AVE
32ND ST
FERGUSON
33RD ST
PLAZA DR
34TH ST
INDIANA AVE

"Exhibit B"

Project Name: 32nd & Indiana Intersection Improvements
MoDOT Job Number: 7P3187B

Description: Intersection improvements on 32nd St. at Indiana St. in Joplin.

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction	Construction Engineering

Definition of "Total Project" for Cost Apportionment Excludes:

Cost to Accelerate Project		

Project Estimate

	Current Estimate and inflation	Cost Apportionment Eligible
Preliminary Engineering	$ 83,682	$ 83,682
Right-of-way	$ -	$ -
Right-of-way Incidentals	$ -	$ -
Utilities	$ 100,000	$ 100,000
Construction w/ Contingency	$ 569,146	$ 569,146
Non-contractuals	$ -	$ -
Inspection and Letting	$ 66,000	$ 66,000
Total	$ 818,828	$ 818,828

Project Responsibilities

Preliminary Engineering	City of Joplin
ROW Acquisition	None anticipated
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Joplin Design Credit	$	81,682	Total Local Share
City of Joplin Local Funds	$	293,508	$ 409,414
City of Joplin STP-Urban	$	34,224	50.0%
Local Reserved 4	$	-	
Local Reserved 5	$	-	
Local Reserved 6	$	-	
MoDOT SW in-kind	$	68,000	Total MoDOT Share
MoDOT Flexible Funds	$	341,414	$ 409,414
MoDOT Reserved 3	$	-	50.0%
MoDOT Reserved 4	$	-	

How are overruns and underruns handled?

City of Joplin and MoDOT will share any cost overruns and underruns equally.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

MISSOURI HIGHWAYS & TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

Item: COUNCIL BILL NO. 2017-144
Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Location plan
2) Copy of Agreement
3) Council Bill 2017-144

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

Recommended Action: Acceptance of a Transportation Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for construction of intersection improvements at 32nd Street and Indiana Avenue.

Background: In August, 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program was City Wide Intersection Improvements.

The Commission will pay for fifty percent (50%) of the total construction cost and any cost to move utilities for a total estimated cost of $818,828

Discussion: Attached is the proposed agreement between the City of Joplin and Missouri Highways and Transportation Commission. Total estimated cost of project is $818,828. MODOT will share in the cost 50% for a total of $409,414. The City's share consists of $409,414 but MODOT will reimburse the City for the design cost estimated at $81,682 and allow STP-Urban funds to be used on the project cost for an estimated total of $34,224. The City will then use CIST funds to cover the remainder of the 50% match estimated at $293,508. The city will be required to remit payment for that amount to cover the estimated project cost no later than 8 weeks prior to the Commission's advertisement of the project for bids. Payment will be due in this fiscal year with bidding occurring in the late fall and construction happening in 2018-19.

The project will add a north and south bound right turn lanes improving traffic flow in the intersection. This project also includes upgrading the existing signals to current standards and improve the turning radius of the intersection.

Recommendations: Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

COUNCIL BILL NO. 2017-144 ORDINANCE NO.

AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Four Hundred Nine Thousand Four Hundred Fourteen ($409,414.00) for the construction of intersection improvements at 32nd & Indiana Avenue authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into a Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Indiana Avenue in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby is Exhibit A approved.

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

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2017, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Main Street 11th to 15th Street Improvements



City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738

DISCLAIMER:

This drawing is neither a legally recorded map for a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

N
W E
S

Legend

joplin_streets

CCO Form: FS17
Approved: 07/06 (BDG)
Revised: 01/15 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	DP-3219(702)
Award Year:	FY2017
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FEDERAL AID PROGRAM AGREEMENT

THIS FEDERAL AID PROGRAM AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Congress of the United States of America has designated specific federal funding for certain projects;

WHEREAS, the Commission administers these funds from the United States of America as part of its Demonstration Project Program; and

WHEREAS, the City is the local agency responsible for the construction of the Congressionally-designated demonstration project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT DESCRIPTION: The improvement contemplated by this Agreement and designated as Project DP-3219(702) involves:

The design to replace sidewalks along Main Street, from 11th Street to 15th Street

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project DP-3219(702) by the Commission is within the city limits of Joplin, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit

A" and incorporated herein by reference. More specific descriptions are as follows:

Main Street, from 11th Street to 15th Street

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the Surface Transportation Program (STP) system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Replacement Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense

whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City”is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project DP-3219(702) or contemplated by this Agreement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 100 percent not to exceed $93,447.51 of Earmark Demo ID MO224 to be utilized first, and then 80% up to the available STP funds for the Joplin Urbanized Area with the remaining 20% to be local funds. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the *Manual of Uniform Traffic Control Devices* (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project DP-3219(702) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work. In addition, any maintenance of work on the state's right of way may be identified through a future agreement.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Michael Seibert, Mayor
602 S. Main
Joplin, MO 64801
Phone No: (417) 782-3759
Facsimile No. (417) 625-4710

(B) To the Commission:
Travis Koestner, District Engineer
3025 E. Kearney
Springfield, MO 65803
Phone No: (417) 895-7600
Facsimile No.: (417) 895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any

extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this ___ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

City of Joplin

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

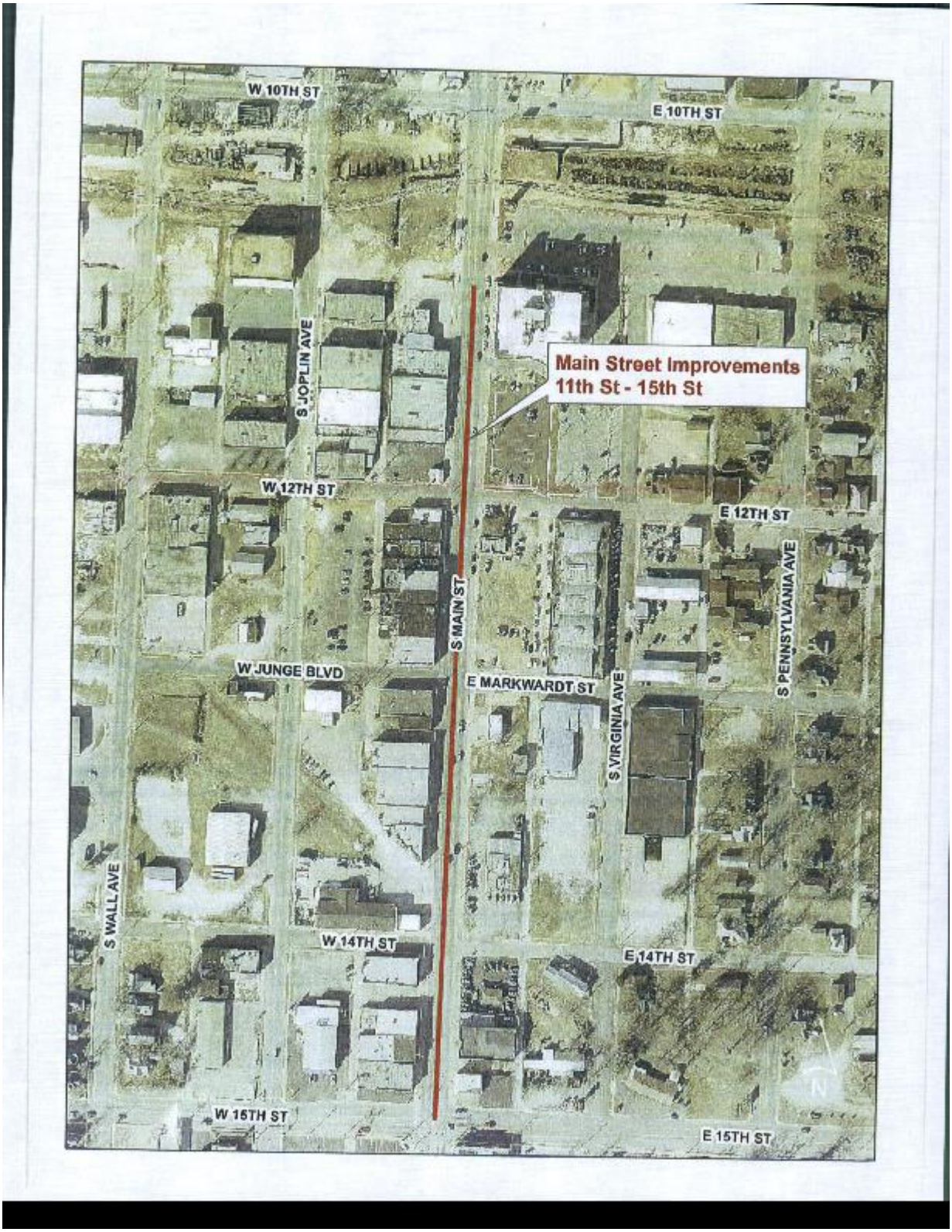


Exhibit B – Project Schedule

Project Description: DP-3219(702)

Task	**Date**
Date funding is made available or allocated to recipient	Jan 2017
Solicitation for Professional Engineering Services (advertised)	Feb 2017
Engineering Services Contract Approved	Apr 2017
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	Jun 2018
Plans, Specifications & Estimate (PS&E) Submittal	March 2019
Plans, Specifications & Estimate (PS&E) Approval	May 2019
Advertisement for Letting	June 2019
Bid Opening	July 2019
Construction Contract Award or Planning Study completed **(REQUIRED)**	Aug 2019

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit C

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017
Council Bill No. 2017-145

Item: Missouri Highways & Transportation Commission Federal Aid Program Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Copy of Agreement
3) Council Bill No. 2017-145

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

Recommended Action: Acceptance of a Federal Aid Program Agreement with the Missouri Highway and Transportation Commission for the design of the replacement of sidewalks along Main Street, from 11th Street to 15th Street.

Background: This agreement will provide Federal funding for design costs to replace sidewalks along Main Street, from 11th Street to 15th Street. Council approved council bill 2016-136 where funds were approved to perform this work and this council bill will revise the terms of the agreement. This agreement will provide an additional funding source of federal funds.

Discussion: Attached is the proposed agreement between the City of Joplin and Missouri Highways and Transportation Commission which will fund council bill 2017-146 for Olsson & Associates, valued at $169,208.00. The Federal share for this project is 100 percent in the not to exceed $93,447.51 to be utilized first and then 80 percent up to the available STP funds for the Joplin Urbanization Area with the remaining 20 percent to be local funds. Whereas, this cost share agreement for this project is estimated to cost the city $15,152.10.

In the ranking of the TAP projects, this portion of Main Street was the second highest rated project in Southwest Missouri only exceeded by the St. John's Trail. This indicates that future

prospects are good for Main Street when the next round of funding is available. Completion of the design ahead of the selection would allow Main Street project to score even higher.

Recommendation: Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

COUNCIL BILL NO. 2017-145 ORDINANCE NO

AN ORDINANCE approving an agreement with the Missouri Highway and Transportation Commission for Federal funding for design costs to replace sidewalks along Main Street from 11th Street to 15th Street authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. Approval of an agreement with the Missouri Highway and Transportation Commission for Federal funding for design costs to replace sidewalks along Main Street from 11th Street to 15th Street in the City of Joplin; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" and the same is hereby approved.

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

Section 3. That this cost sharing agreement for this project is estimated to cost the city $15,152.10.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Main Street 11th to 15th Street Improvements



City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738

DISCLAIMER:

This drawing is neither a legally recorded map for a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

N
W E
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Legend

joplin_streets

18919SPONSOR: **Missouri Department of Transportation**
LOCATION: **City of Joplin, Missouri**
PROJECT: **DP-3219(702) Main Street 11th to 15th Street Improvements**

THIS CONTRACT is between *the City of Joplin,* Missouri, hereinafter referred to as the "Local Agency", and *Olsson Associates (702 S. Main Joplin, Missouri 64801),* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Demonstration Project Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *improve the sidewalk, curb and gutter, lighting, and existing storm system on Main Street between 11th and 15th Streets* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES
See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is *10 %* of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, *10.60 %* of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Trekk Design Group 1900 W. Sunset Suite C-106 Springfield, MO 65807	Surveying Traffic Control Storm Design	$17,097.00	$17,097.00	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on *March 1, 2019.*

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $19,917.00, with a ceiling established for said design services in the amount of $161,299.00, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $_N/A_____, with a ceiling established for said inspection services in the amount of $_N/A_____, which amount shall not be exceeded. (CITY TO DO INSPECTION WITH THEIR FORCES)

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 78.75% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 98.59% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Trekk Design Group	1900 W. Sunset Suite C-106 Springfield, MO 65807	Surveying Traffic Control Storm Design

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

FOR: THE CITY OF JOPLIN, MISSOURI
City Council

BY: _____
Sam Anselm, City Manager

ATTEST: _____
Barbara Hogelin, City Clerk

FOR: OLSSON ASSOCIATES, INC.

BY: _____
Team Leader Title Senior Engineer

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
CITY FINANCE OFFICER

ATTACHMENT A
Scope of Services

(Main Street 11th to 15th Streets Improvements)

LPA Project Number DP-3219(702)

TASK 1. Project Management

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants. Provide regular progress reports with invoices.

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities. See Task 6 for coordination with utilities.

c. Project Meetings

Kick-Off Meeting

Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.

Progress Meetings

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 6 progress meetings.

Review Meetings

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals.

TASK 2. Public Involvement

a. Public Involvement Planning Meeting (One (1) Meeting)

The Consultant shall be responsible for attending meeting, providing 2 exhibits, and preparing meeting minutes.

b. City Council (1 regular meeting)

At the request of the City's Project Manager, the Consultant will attend one council meeting to report on project progress and answer council member questions. This meeting will be held prior to the open house.

c. Open House (1 Meeting)

The Consultant will attend one public open house to be held in conjunction with the first and second plan submittals.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

TASK 3. Scoping (Not Included)

TASK 4. Survey

a. Supplemental Topographical Survey

The Consultant will perform the necessary additional topographic ground survey including the existing centerline, intersecting streets, alleys and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design and the design of the new improvements needed to construct the project. A topographic survey will be performed using electronic 'Total Station' technology in AutoCAD format. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

b. Base Map Preparation

Consultant will amend the base map using the topographic survey data.

TASK 5. Geotechnical (Not Included)

TASK 6. Utility Coordination

a. Utility Location/Verification

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them.

b. Utility Review Meetings/Coordination (Assume 1 Meeting)

Any utility review meeting should be scheduled to coincide with a regular project progress meeting or City review meeting. The Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

TASK 7. Environmental / Historical Review

The Consultant shall prepare and compile information necessary to complete MoDOT's Request for Environmental Review (RER) for the project. The document will address existing environmental conditions in the study area.

It is anticipated that the development of the Environmental Review will require the following tasks:

a. Contact various agencies and interested stakeholders (as necessary to meet LPA Manual requirements), including City of Joplin representatives, MoDOT, U.S. Fish and Wildlife Services, Missouri State Historic Preservation Officers, Missouri Department of Natural Resources, and any other applicable agencies or stakeholders.

b. Gather information from the City, agencies listed above, and other sources. Document collected information on aerial photographs suitable for use in the Environmental Review.

c. Cultural Resources (Historic/Archeological) Investigation – This investigation will include:

i. A records search for previously recorded archeological sites within the project's primary area. Search will include records of the Missouri State Historical Society/State Historical Preservation Office.
ii. A records search for previously recorded historical properties within the project's primary and secondary impact areas will include records of the Missouri State Historical Society/State Historical Preservation Office
iii. General cultural, environmental, physiographic background investigation.
iv. Initial reconnaissance of the project area. An archeological pedestrian survey will not be conducted.
v. Completion of a Section 106 Compliant Phase I Report, including:
    1. General environmental background information.
    2. General culture-history of this region.
    3. Results of the records searches.
    4. Results of reconnaissance investigation.
    5. Recommendations regarding CRM issues within the project area.

d. Endangered Species Review – Consultant will conduct a survey for State and Federal listed threatened or endangered species that potentially could inhabit the site, and for suitable habitat for these species, at the same time as the wetland delineation.

TASK 8. Preliminary Design Phase (30 Percent Plans)

a. Preliminary Design

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
    - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

b. Drainage Analysis

1. Hydraulic/Hydrologic Analysis

The Consultant shall make recommendations on in accordance with the City of Joplin standards and coordinate with the City of Joplin regarding implementation.

2. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the City's Project Manager, hydraulic design calculations will be submitted for review.

c. Preliminary Traffic Control and Construction Phasing Layout

The Consultant shall prepare a preliminary Traffic Control and Construction Phasing Layout noting detour routes, if applicable. This phasing plan shall be submitted at the time of the first submittal and shall address the entire project assuming bid under one construction contract (maximum 4 phases).

d. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

TASK 9. Right-of-Way Plan Phase (60 Percent Plans)

a. Right-of-Way Plans

The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. Temporary construction easements will be acquired in areas outside the proposed right-of-way acquisition. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. The City landbase files and title researches provided by the City will be used by the Consultant to determine the existing right-of-way and to design the easements and additional right-of-way needed to construct the project.

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. This includes, but not limited to, the following sheets:

- Title Sheet
- Typical Sheet
- Plan/Profile Sheets
- Detail Sheets
- R.O.W. and Easement Plan Sheets
- Cross Sections
- Construction Limits

b. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

c. Legal Descriptions

It is estimated there will be 34 total tracts associated with this project. The Consultant will prepare legal descriptions up to 34 temporary or permanent easements and new right-of-way to be acquired.

TASK 10. Permit Applications / Agreements

The Consultant shall prepare a SWPPP – NPDES Permit utilizing the City of Joplin's General Permit. Any permit fees or mitigation costs will be paid for by the city.

TASK 11. Final Design Phase (95 Percent Plans)

a. Final Design Phase (95 Percent Plans)

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Demolition and Removals Sheets
- Horizontal/Vertical Control Sheets
- Roadway Plan and Profile Sheets
- Geometric Sheets
- Detailed Grading Sheets
- Detail Sheets
- Storm System Plans
- Sediment and Erosion Control Sheets

- Construction Phasing and Traffic Control Sheets
- Pavement Marking & Signing Sheets
- Roadway Cross-Section Sheets

b. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

c. Special Provisions

The Consultant will submit Special Provisions with this submittal.

TASK 12. Final PS&E Submittal

a. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate using MoDOT Bid Tabs Professional, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed paper drawings, sealed special provisions, and an Opinion of Probably Construction Cost. The bid package will also be accompanied by an electronic copy of the design in PDF format.

TASK 13. Bidding Phase

a. Advertise for and obtain bids for the proposed work

b. Attend Pre-Bid Meeting

c. Answer Requests For Information (RFIs)

d. Prepare Addenda

e. Attend Bid Opening

TASK 14. Construction Phase

a. Attend Pre-Construction Meeting

b. Review Shop Drawings and Material Submittals

c. Prepare Change Orders

d. Prepare Revision Sheets

e. Answer RFIs

f. Evaluate Substitute "or equal" Bids

g. Conduct Site Visits (Assume 4 visits at 2 hours each)

h. Review and Certify Contractor Pay Requests

TASK 15. Construction Inspection and Materials Testing

***(Construction Observation is to be provided by city.**)*

Provide construction materials testing and reporting in accordance with the testing frequencies outlined in the Missouri Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing. ***(TO BE PROVIDED BY CITY OF JOPLIN)***

City Responsibilities

The City of Joplin will supply the following information:

- ❑ Available sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points
- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available 3-year accident data
- ❑ Available plats of adjacent properties
- ❑ ADT
- ❑ Title Searches

GENERAL INFORMATION

1. PLAN FORMAT

Half size (11" x 17") white paper bond copies of the plans will be submitted at the first submittal, second submittal, third submittal, and Final PS&E submittal. Final plans will be submitted on 11" x 17" Paper Copies and will be accompanied by an electronic copy of the design in PDF format. Any material, which does not produce an acceptable reproduction will be returned to the Consultant for rectification. All submittals, except final hard copy submittal, shall be bound with post screws or staples.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

a) Master Units = Ft
b) Sub Units = 1000th
c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

The Consultant shall prepare and submit the following items:

1. Summary of quantities and opinion of probable cost
2. SWPPP (City of Joplin's General Permit)
3. Special Provisions for items not covered by the City of Joplin Standard Specifications

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions

The Preliminary Design Phase (30 Percent Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The Right-of-Way Plan Phase (60 Percent Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway.

The PS&E plan submittal will show the easements as acquired.

3. ASSUMPTIONS AND EXCLUSIONS

a. PROJECT ASSUMPTIONS

1. Concept design is not necessary because the Previously Completed Main Street forms the basis for the conceptual plan.
2. Fees can be shifted between phases and tasks.
3. The City will issue notice to proceed for design services upon council approval.
4. The consultant shall complete the scope of services within approximately 15 months of notice to proceed.
5. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
6. All CAD files shall be created using AutoCAD 2015.
7. All utility relocation design shall be completed by the utility company.
8. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations if necessary.
9. The land disturbance permit and SWPPP will be handled under the City's operating permit.
10. Right of Way services include the writing of up to 34 temporary or permanent easements and new right-of-way to be acquired.
11. All appraisal services will be ordered directly by the Client.
12. Permitting services shall be for SWPPP preparation.
13. All permit fees will be the responsibility of the City.

b. EXCLUSIONS

1. Right-of-Way monumentation
2. Condemnation services / Representation
3. As-built surveys
4. Environmental services
5. Appraisal services
6. Negotiation services
7. Detention and water quality design
8. Traffic signal
9. Retaining wall or other structural designs
10. Pavement and joint design

11. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
12. Bidding services
13. Construction administration and observation
14. Construction inspection and testing
15. All services not specifically listed are assumed to be excluded

ATTACHMENT B

MAN-HOUR ESTIMATE - MAIN 11TH TO 15TH STREETS, JOPLIN MO

Task No.	Description of Work Item / Tasks	Senior Surveyor	Senior Engineer	Project Engineer	Assistant Engineer	Design Associate	Assistant Technician	Clerical	Project Manager	Senior Project Engineer	Senior Surveyor	Survey Technician	Design Technician	Assoicate Technician	Clerical	Total Hours	Total Labor Fee	Olsson Labor Fee	TREKK Labor Fee	Olsson Overhead	Trekk Overhead	Total (A+B)	Profit	Total Fee (A+B+C)	Total Fee
		$ 51.00	$ 57.00	$ 40.00	$ 31.00	$ 32.00	$ 17.00	$ 19.00	$ 37.56	$ 41.63	$ 27.13	$ 19.18	$ 27.13	$ 16.44	$ 18.94					177.34%	166.77%		14.00%		
1	**Project Management**																								
	Project Management		60													60	$ 3,420	$ 3,420	$ -	$ 6,065	$ -	$ 9,485	$ 1,328	$ 10,813	
	Coordination with Others		16													16	$ 912	$ 912	$ -	$ 1,617	$ -	$ 2,529	$ 354	$ 2,883	
	Bi-Monthly Progress Meetings (6 meetings)		12													12	$ 684	$ 684	$ -	$ 1,213	$ -	$ 1,897	$ 266	$ 2,163	
																									$ 15,859
2	**Public Involvement**																								
	Public Meetings (1 Meeting)		8			4										12	$ 584	$ 584	$ -	$ 1,036	$ -	$ 1,620	$ 227	$ 1,846	
	Attend Meetings w/ City Council and Provide Exhibits (1 Meeting)		4			2										6	$ 292	$ 292	$ -	$ 518	$ -	$ 810	$ 113	$ 923	
																									$ 2,770
3	**Scoping**																								
																0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
4	**Survey**																								
	Additional Topographical Survey								4		12	18			8	42	$ 973	$ -	$ 973	$ -	$ 1,622	$ 2,594	$ 363	$ 2,958	
	Base Map Updates								2				12			14	$ 401	$ -	$ 401	$ -	$ 668	$ 1,069	$ 150	$ 1,219	
	Deed Review, Descriptions	17														17	$ 867	$ 867	$ -	$ 1,538	$ -	$ 2,405	$ 337	$ 2,741	
																									$ 6,917
5	**Geotechnical**																								
																0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
6	**Utility Coordination**																								
	Utility Location / Verification					8										8	$ 256	$ 256	$ -	$ 454	$ -	$ 710	$ 99	$ 809	
	Utility Review Meetings / Coordination (Assume 1 Meeting)		2													2	$ 114	$ 114	$ -	$ 202	$ -	$ 316	$ 44	$ 360	
																									$ 1,170
7	**Environmental/Historical Review**																								
	Compile Data			4	12											16	$ 532	$ 532	$ -	$ 943	$ -	$ 1,475	$ 207	$ 1,682	
	RER Submittals			2	8											10	$ 328	$ 328	$ -	$ 582	$ -	$ 910	$ 127	$ 1,037	
	Historical / Archeological Investigation (Section 106)				1											1	$ 31	$ 31	$ -	$ 55	$ -	$ 86	$ 12	$ 98	
	Impacts to Misc. Environmental Resources			2	4											6	$ 204	$ 204	$ -	$ 362	$ -	$ 566	$ 79	$ 645	
																									$ 3,462
8	**Preliminary Design Phase (30 percent plans)**																								
	Identify any Variances to Design Criteria		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Preliminary Design		2		4	4	4									14	$ 434	$ 434	$ -	$ 770	$ -	$ 1,204	$ 169	$ 1,372	
	Title Sheet		1			2	2									5	$ 155	$ 155	$ -	$ 275	$ -	$ 430	$ 60	$ 490	
	Horizontal/Vertical Control Sheets		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Typical Sheet		1			4	4									9	$ 253	$ 253	$ -	$ 449	$ -	$ 702	$ 98	$ 800	
	Plan/Profile Sheets		8			32	16									56	$ 1,752	$ 1,752	$ -	$ 3,107	$ -	$ 4,859	$ 680	$ 5,539	
	Special Sheets		2			4	4									10	$ 310	$ 310	$ -	$ 550	$ -	$ 860	$ 120	$ 980	
	Storm System Plans		4	3	12	8										27	$ 976	$ 976	$ -	$ 1,731	$ -	$ 2,707	$ 379	$ 3,086	
	Conceptual Construction Phasing Plan								8	8			24	24		64	$ 1,679	$ -	$ 1,679	$ -	$ 2,800	$ 4,480	$ 627	$ 5,107	
	Preliminary Cross Sections at 25 foot intervals		2			12	8									22	$ 634	$ 634	$ -	$ 1,124	$ -	$ 1,758	$ 246	$ 2,005	
	Tentative Easements and Right of Way Limits		2			12	8									22	$ 634	$ 634	$ -	$ 1,124	$ -	$ 1,758	$ 246	$ 2,005	
	Preliminary Opinion of Probable Cost		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	QA/QC		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
																									$ 24,580
9	**Right of Way Plan Phase (60 percent plans)**																								
	R.O.W Design		8			16	24									48	$ 1,376	$ 1,376	$ -	$ 2,440	$ -	$ 3,816	$ 534	$ 4,350	
	Title Sheet		1			2	2									5	$ 155	$ 155	$ -	$ 275	$ -	$ 430	$ 60	$ 490	
	Typical Sheet		1			2	4									7	$ 189	$ 189	$ -	$ 335	$ -	$ 524	$ 73	$ 598	
	Plan/Profile Sheets		6			16	24									46	$ 1,262	$ 1,262	$ -	$ 2,238	$ -	$ 3,500	$ 490	$ 3,990	
	Special Sheets		5			16	12									33	$ 1,001	$ 1,001	$ -	$ 1,775	$ -	$ 2,776	$ 389	$ 3,165	
	R.O.W. and Easement Plan Sheets		5			16	12									33	$ 1,001	$ 1,001	$ -	$ 1,775	$ -	$ 2,776	$ 389	$ 3,165	
	Cross Sections		6			24	12									42	$ 1,314	$ 1,314	$ -	$ 2,330	$ -	$ 3,644	$ 510	$ 4,154	
	Construction Limits		4			8	16									28	$ 756	$ 756	$ -	$ 1,341	$ -	$ 2,097	$ 294	$ 2,390	
	R.O.W. Revisions		3			4	4									11	$ 367	$ 367	$ -	$ 651	$ -	$ 1,018	$ 142	$ 1,160	
	R.O.W. Opinion of Probable Cost		1			8										9	$ 313	$ 313	$ -	$ 555	$ -	$ 868	$ 122	$ 990	
	QA/QC		16													16	$ 912	$ 912	$ -	$ 1,617	$ -	$ 2,529	$ 354	$ 2,883	
																									$ 27,336
10	**Permits**																								
	SWPPP (City Standard)		1	1	8											10	$ 345	$ 345	$ -	$ 612	$ -	$ 957	$ 134	$ 1,091	
																									$ 1,091
11	**Final Design Phase (95 percent plans)**																								
	Final Design		4			16	12									32	$ 944	$ 944	$ -	$ 1,674	$ -	$ 2,618	$ 367	$ 2,985	
	Cover Sheet		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	General Notes Sheet		1			1										2	$ 89	$ 89	$ -	$ 158	$ -	$ 247	$ 35	$ 281	
	Summary of Quantities Sheet		1			8	8									17	$ 449	$ 449	$ -	$ 796	$ -	$ 1,245	$ 174	$ 1,420	
	Demolition and Removal Sheets		2			8	24									34	$ 778	$ 778	$ -	$ 1,380	$ -	$ 2,158	$ 302	$ 2,460	
	Horizontal/Vertical Control Sheets		1			2										3	$ 121	$ 121	$ -	$ 215	$ -	$ 336	$ 47	$ 383	
	Typical Section Sheets		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Roadway Plan and Profile Sheets		2			16	24									42	$ 1,034	$ 1,034	$ -	$ 1,834	$ -	$ 2,868	$ 401	$ 3,269	
	Geometric Sheets		2			8	8									18	$ 506	$ 506	$ -	$ 897	$ -	$ 1,403	$ 196	$ 1,600	
	Detailed Grades Sheets		2			32	24									58	$ 1,546	$ 1,546	$ -	$ 2,742	$ -	$ 4,288	$ 600	$ 4,888	
	Detail Sheets		1			8	8									17	$ 449	$ 449	$ -	$ 796	$ -	$ 1,245	$ 174	$ 1,420	
	Storm System Plans		2	2	12	12	8									36	$ 1,086	$ 1,086	$ -	$ 1,926	$ -	$ 3,012	$ 422	$ 3,434	
	Sediment and Erosion Control Sheets		2			8	10									20	$ 540	$ 540	$ -	$ 958	$ -	$ 1,498	$ 210	$ 1,707	
	Traffic Control and Phasing Sheets								4	8			40	16		68	$ 1,832	$ -	$ 1,832	$ -	$ 3,054	$ 4,886	$ 684	$ 5,570	
	Pavement Marking & Signing Sheets								1	2			12	8		23	$ 578	$ -	$ 578	$ -	$ 964	$ 1,542	$ 216	$ 1,757	
	Roadway Cross-Section Sheets		2			16	8									26	$ 762	$ 762	$ -	$ 1,351	$ -	$ 2,113	$ 296	$ 2,409	
	Final Opinion of Probable Cost		2			8										10	$ 370	$ 370	$ -	$ 656	$ -	$ 1,026	$ 144	$ 1,170	
	Special Provisions		2			8										10	$ 370	$ 370	$ -	$ 656	$ -	$ 1,026	$ 144	$ 1,170	
	QA/QC		19													19	$ 1,083	$ 1,083	$ -	$ 1,921	$ -	$ 3,004	$ 421	$ 3,424	
																									$ 37,531

MAN-HOUR ESTIMATE - MAIN 11TH TO 15TH STREETS, JOPLIN MO

Task No.	Description of Work Item / Tasks	Senior Surveyor	Senior Engineer	Project Engineer	Assistant Engineer	Design Associate	Assistant Technician	Clerical	Project Manager	Senior Project Engineer	Senior Surveyor	Survey Technician	Design Technician	Assoicate Technician	Clerical	Total Hours	Total Labor Fee	Olsson Labor Fee	TREKK Labor Fee	Olsson Overhead	Trekk Overhead	Total (A+B)	Profit	Total Fee (A+B+C)	Total Fee
		$ 51.00	$ 57.00	$ 40.00	$ 31.00	$ 32.00	$ 17.00	$ 19.00	$ 37.56	$ 41.63	$ 27.13	$ 19.18	$ 27.13	$ 16.44	$ 18.94					177.34%	166.77%		14.00%		
12	**Final PS&E**																								
	Final PS&E Submittal		16			32	16									64	$ 2,208	$ 2,208	$ -	$ 3,916	$ -	$ 6,124	$ 857	$ 6,981	
	Project Bid Manual		16			24		16								56	$ 1,984	$ 1,984	$ -	$ 3,518	$ -	$ 5,502	$ 770	$ 6,273	
	QA/QC		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
																									$ 14,695
13	**Bidding Phase**																								
	Advertise for and obtain bids for the proposed work		2			4										6	$ 242	$ 242	$ -	$ 429	$ -	$ 671	$ 94	$ 765	
	Attend Pre-Bid Meeting		4													4	$ 228	$ 228	$ -	$ 404	$ -	$ 632	$ 89	$ 721	
	Answer Design Questions		4			12										16	$ 612	$ 612	$ -	$ 1,085	$ -	$ 1,697	$ 238	$ 1,935	
	Prepare Addenda		4			12										16	$ 612	$ 612	$ -	$ 1,085	$ -	$ 1,697	$ 238	$ 1,935	
	Attend Bid Opening		4			2										6	$ 292	$ 292	$ -	$ 518	$ -	$ 810	$ 113	$ 923	
																									$ 6,279
14	**Construction Administration**																								
	Attend Pre-Construction Meeting		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
	Review Shop Drawings		10			16										26	$ 1,082	$ 1,082	$ -	$ 1,919	$ -	$ 3,001	$ 420	$ 3,421	
	Prepare Change Orders		4			8										12	$ 484	$ 484	$ -	$ 858	$ -	$ 1,342	$ 188	$ 1,530	
	Prepare Revision Sheets		4			24										28	$ 996	$ 996	$ -	$ 1,766	$ -	$ 2,762	$ 387	$ 3,149	
	Answer Design Questions		4			16										20	$ 740	$ 740	$ -	$ 1,312	$ -	$ 2,052	$ 287	$ 2,340	
	Evaluate substitute "or equal" bids					8										8	$ 256	$ 256	$ -	$ 454	$ -	$ 710	$ 99	$ 809	
	Conduct Site Visits		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
	Review and Certify Pay Requests		12			12										24	$ 1,068	$ 1,068	$ -	$ 1,894	$ -	$ 2,962	$ 415	$ 3,377	
																									$ 17,509
15	**Construction Inspection and Material Testing**																								
	Construction Inspection and Material Testing															0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
	Total Manhours	17	347	14	61	545	306	16	19	18	12	18	88	48	8	1517									
	Total Labor	$ 867	$ 19,779	$ 560	$ 1,891	$ 17,440	$ 5,202	$ 304	$ 714	$ 749	$ 326	$ 345	$ 2,387	$ 789	$ 152	$ 51,505		$ 46,043	$ 5,462			$ 142,266	$ 19,917		$ 159,199
	Expenses																								$ 2,100
	Total Labor and Expenses																								**$ 161,299**

TOTAL EXPENSES

Expenses	Amount		$ Ea.		Cost
Design					
Travel, mile (car) Olsson	843	MILES	$ 0.535		$451.01
Travel, mile (car) TREKK	284	MILES	$ 0.535		$151.94
Travel, mile (survey vehicle) TREKK	429	MILES	$ 0.780		$334.62
Printing	1	Lump Sum	$ 1,162.43		$1,162.43
			Trekk Expenses		$486.56
			Olsson Expenses		$1,613.44
			Total		**$2,100.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost

OLSSON PAY RATES

Overhead Rate : **177.34%**

Profit : **14.00%**

Personnel		Total Hr.	2016 Salary $ Per Hr.	Labor Cost	Total Cost
Principal in Charge	Principal			$ -	$ -
Project Manager	PM	17	$ 53.00	$ 901.00	$ 2,848.67
Client Manager	CM	0	$ 57.00	$ -	$ -
Senior Engineer	Sr Eng	347	$ 57.00	$ 19,779.00	$ 62,534.79
Senior Project Engineer	Sr PE		$ 45.00	$ -	$ -
Project Engineer	Proj Eng	14	$ 40.00	$ 560.00	$ 1,770.54
Associate Engineer	Aso Eng		$ 33.09	$ -	$ -
Assistant Engineer	Ast Eng	61	$ 31.00	$ 1,891.00	$ 5,978.73
Student Engineer	Stu Eng			$ -	$ -
Project Landscape Architect	PLA		$ 40.00	$ -	$ -
Survey Manager	Sur Man		$ 31.50	$ -	$ -
Senior Surveyor	Sr Sur		$ 51.00	$ -	$ -
Surveyor	Sur		$ 26.50	$ -	$ -
Associate Surveyor	Aso Sur		$ 24.00	$ -	$ -
Assistant Surveyor	Ast Sur			$ -	$ -
Survey Technicial	Sur Tec		$ 22.00	$ -	$ -
Design Associate	Des Aso	545	$ 32.00	$ 17,440.00	$ 55,139.63
Design Technician	Des Tec		$ 31.00	$ -	$ -
Senior Technician	Sr Tec	0	$ 26.00	$ -	$ -
Associate Technician	Aso Tec		$ 23.00	$ -	$ -
Assistant Technician	Ast Tec	306	$ 17.00	$ 5,202.00	$ 16,447.04
Student Technician - Level 1	Stu Tec			$ -	$ -
Construction Manager	Con Man	0	$ 22.50	$ -	$ -
Associate ConstructionTechnician		0	$ 17.00	$ -	$ -
Administrative Coordinator	Adm			$ -	$ -
Administrative Assistant	Adm Ast	16	$ 19.00	$ 304.00	$ 961.15
Secretarial	Sec			$ -	$ -
Expenses					**$ 1,613.44**
Total		**1306**		**$ 46,077.00**	**$ 147,293.98**

TREKK PAY RATES

Overhead Rate :	**166.77%**
Profit :	**14.00%**

Personnel		Total Hr.	2016 Salary $ Per Hr.	Labor Cost	Total Cost
Principal in Charge	Principal			$ -	$ -
Project Manager	PM	19	$ 37.56	$ 713.64	$ 2,170.31
Client Manager	CM		$ 51.83	$ -	$ -
Senior Engineer	Sr Eng		$ 49.17	$ -	$ -
Senior Project Engineer	Sr PE	18	$ 41.63	$ 749.34	$ 2,278.88
Project Engineer	Proj Eng		$ 36.55	$ -	$ -
Associate Engineer	Aso Eng		$ 33.09	$ -	$ -
Assistant Engineer	Ast Eng		$ 30.90	$ -	$ -
Student Engineer	Stu Eng			$ -	$ -
Project Landscape Architect	PLA		$ 39.87	$ -	$ -
Survey Manager	Sur Man		$ 31.56	$ -	$ -
Senior Surveyor	Sr Sur	12	$ 27.13	$ 325.56	$ 990.09
Surveyor	Sur		$ 26.50	$ -	$ -
Associate Surveyor	Aso Sur		$ 23.59	$ -	$ -
Assistant Surveyor	Ast Sur			$ -	$ -
Survey Technicial	Sur Tec	18	$ 19.18	$ 345.24	$ 1,049.94
Design Associate	Des Aso			$ -	$ -
Design Technician	Des Tec	88	$ 27.13	$ 2,387.44	$ 7,260.63
Senior Technician	Sr Tec		$ 25.92	$ -	$ -
Associate Technician	Aso Tec	48	$ 16.44	$ 789.12	$ 2,399.85
Assistant Technician	Ast Tec			$ -	$ -
Student Technician - Level 1	Stu Tec			$ -	$ -
Construction Administrator	Con Adm		$ 29.24	$ -	$ -
Administrative Coordinator	Adm			$ -	$ -
Administrative Assistant	Adm Ast	8	$ 18.94	$ 151.52	$ 460.80
Secretarial	Sec			$ -	$ -
Expenses					**$ 486.56**
Total		**211**		**$ 5,461.86**	**$ 17,097.05**

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson Associates

Project Owner (LPA): City of Joplin, Missouri

Project Name: Main Street 11th to 15th Street Improvements

Project Number: DP-3219(702)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name: Clayton Cristy & Jack Schaller
Signature:_____	Signature: Clayton Cristy Jack Schaller
Date: _____	Date: 6/08/2017

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017
Council Bill No. 2017-146

Item: Contract with Olsson Associates, Inc., for Professional Engineering Consulting Services for Main Street 11th to 15th Street Improvements.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Original Contract
3) Council Bill No. 2017-146

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

Recommended Action: Approval of the contract with Olsson Associates, Inc., for professional engineering consulting services for Main Street 11th to 15th Street improvements not to exceed amount of $169,208.00.

Background: This project is located between the streetscape projects on Main Street between 1st Street to 8th Street and 15th Street to 32nd Street. This project is to design street improvements to match the improvements to south of the proposed project. Selection process was used in 2016 and was awarded by council on council bill 2016-136.

Discussion: Funds have been made available by the Federal Highway Administration through its Demonstration Project Program and Surface Transportation Program, coordinated through the Missouri Department of Transportation, the City intends to improve the sidewalk, curb and gutter, lighting, and existing storm sewer on Main Street between 11th and 15th Streets and requires professional engineering services. Olsson will provide the City with professional engineering services for the planning, design. Engineering services is within the industry percentage for design. Total cost of $169,208.00 for this project will be paid first by Missouri Highway and Transportation Commission in the not to exceed amount of $93,447.51 with the

remainder split between the state and the city. With 80% from available STP funds and 20% from local funds estimated for $15,152.10

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Recommendation: City staff recommends that Approval of the contract with Olsson Associates, Inc., for professional engineering consulting services for Main Street 11th to 15th Street improvements not to exceed amount of $169,208.00 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2017-146 ORDINANCE NO

AN ORDINANCE approving an agreement for Olsson Associates Inc. in the not to exceed amount of One Hundred Sixty-Nine Thousand Two Hundred Eight and 00/100 Dollars ($169,208.00) for professional engineering consulting services for Main Street from 11th to 15th Street improvements authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement for Olsson Associates Inc. in the not to exceed amount of One Hundred Sixty-Nine Thousand Two Hundred Eight and 00/100 Dollars ($169,208.00) for professional engineering consulting services for Main Street from 11th to 15th Street improvements in the City of Joplin; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A" be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvement Fund.

Section 4. This project is estimated to cost the city $15,152.10.

Section 5. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-146

I hereby certify that a sufficient amount is available in the – Infrastructure Improvements Fund Account Number 305-4550-530-8635 Project IC1601 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CLOSING DATE:	14-Jul-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	1411 Campbell Parkway

COMPANY	BIDS
Camcor	$5,000.00
Nelson's Enterprises	$1,200.00
Yes Builders	$6,870.00








COUNCIL BILL 2017-371
1411 CAMPBELL PARKWAY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

Item: COUNCIL BILL NO. 2017-371
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 371
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to repair and secure structure located at 1411 Campbell Parkway.

Summary: The above listed address was "tagged" as a dangerous building on January 3, 2017. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 30, 2017, an advertisement for bids was published in the Joplin Globe with bids being received on July 14, 2017. At that time bids were received as follows:

Nelson Demolition	$ 1,200,00
Camcor	$ 5,000.00
Yes Builders	$ 6,870.00

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.

Recommendation: City Staff recommends that the contract be awarded to Nelson Demolition for the amount of $ 1,200.00 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.

COUNCIL BILL NO. 2017 – 371 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the repair & securing of the structure located at 1411 Campbell Parkway in the City of Joplin, Missouri, for the amount of One Thousand Two Hundred and 00/100 Dollar ($1,200.00); 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 Demolition in the amount of One Thousand Two Hundred and 00/100 Dollars ($1,200.00) is hereby approved for the repair & securing of the structure located a 1411 Campbell Parkway.

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 1411 Campbell Parkway and legally described as:

ALL OF LOT FOUR (4) IN BLOCK ONE (1) IN EASTMORLAND ADDITION PLAT NO.1 OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF

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 contract to a licensed contractor for the boarding and securing 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 boarding and securing 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 _____, 2017, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


COUNCIL BILL 2017-372
1909 S. MOFFET







COUNCIL BILL NO. 2017 – 372 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 1909 S. Moffet in the City of Joplin, Missouri, for the amount of Three Thousand Two Hundred Ninety-Nine and 00/100 Dollars (3,299.00); 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 Demolition in the amount of Three Thousand Two Hundred Ninety-Nine 00/100 Dollars ($3,299.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1909 S. Moffet.

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 1909 S. Moffet. and legally described as:

ALL OF LOT NUMBERD SIXTY-FIVE (65) IN SOUTH JOPLIN LAND COMPANY'S SECOND ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM
:_____
Peter C. Edwards, City Attorney

CLOSING DATE:	14-Jul-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	1909 S. Moffet Ave.

COMPANY	BIDS
B & D Yardbuilders	$6,240.00
Big John's Heavy Equipment	$4,500.00
Camcor	$7,599.00
Jordan Disposal Services	$6,180.00
Nelson's Enterprises	$3,299.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 7, 2017

Item: COUNCIL BILL NO. 2017-372
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 372
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings located at 1909 S. Moffet Ave.

Summary: The above listed address was "tagged" as dangerous building on March 7, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 30, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on July 14, 2017. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Demolition	$ 3,299.00
Jordan Disposal	$ 6,180.00
Big Johns	$ 4,500.00
B & D Yardbuilders	$ 6,240.00
Camcor	$ 7,599.00

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.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for $ 3,299.00 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.

COUNCIL BILL NO. 2017 – 373 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1108 McKinley in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety- Nine and 00/100 Dollars (2,499.00); 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 Demolition in the amount of Two Thousand Four Hundred Ninety-Nine 00/100 Dollars ($2,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1108 McKinley 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 1108 McKinley Ave. and legally described as:

ALL OF LOT NUMBERD ONE HUNDRED FORTY-SEVEN (147) IN W.G. SERGEANT AND COMPANY'S ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM
:_____
Peter C. Edwards, City Attorney

CLOSING DATE:	14-Jul-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	1108 S. McKinley Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,800.00
Big John's Heavy Equipment	$3,000.00
Camcor	$5,000.00
Jordan Disposal Services	$3,950.00
Nelson's Enterprises	$2,499.00


COUNCIL BILL 2017-373
1108 McKinley Ave.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 7, 2017

Item: COUNCIL BILL NO. 2017-373
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 373
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings located at 1108 McKinley Ave.

Summary: The above listed address was "tagged" a dangerous building on February 10, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 30, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on July 14, 2017. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Demolition	$ 2,499.00
Jordan Disposal	$ 3950.00
Big Johns	$ 3,000.00
B & D Yardbuilders	$ 3,800.00
Camcor	$ 5,000.00

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.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for $ 2,499.00 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.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 7, 2017

ITEM: COUNCIL BILL NO. 2017-513
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Real Estate Contract; Quit Claim Deed

Department Head: Leslie Haase
Community Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of one lot at 2014 Porter.

DISCUSSION:
The City was contacted by the adjacent property owner about selling 2014 Porter. This is a buildable lot. As such, this property was declared surplus by Zoning and Planning and the City Council. Subsequently, the property was put up for sale for sixty days with a minimum bid price of $5,325.00, which is the appraised value. The bids were opened on July 26, 2017. The City received one bid for this piece of property from Casey Harrison in the amount of $5,325.00. The appraisal was based on approximately 6,250 square feet of land.

The City will complete the sale of this property immediately upon completion of the quit claim deed and the attached real estate contract. Payment in full will be received upon the contract signing.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-513 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Casey Harrison for the sale of approximately 6,250 square feet of land at 2014 Porter; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Casey Harrison for the sale of approximately 6,250 square feet of land at 2014 Porter, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

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

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

of _____, 2017, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2017, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Casey Harrison**,** hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

> "T W Cunningham's Addition Lot 279 Except 25 Feet to the City of Joplin, Jasper County in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
>
> T W Cunningham's Addition West 25 Feet of Lot 279 to the City of Joplin, Jasper County in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof."

The real estate is currently zoned R-1 and contains approximately 6,250 square feet more or less.

2. PURCHASE PRICE AND EARNEST MONEY. The purchase price to be paid by the Buyers therefor is Five Thousand Three Hundred Twenty-Five Dollars ($5,325.00). The purchase price shall be payable at closing in cash or by cashier's check. Buyer shall deposit earnest money with the Seller in the amount of Two Hundred Fifty Dollars ($250.00) upon signing this Agreement.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

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

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

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially

impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before August 31, 2017, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

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

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

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

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

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

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

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

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

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

a) At closing, Seller shall do the following:

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

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

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

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

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

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

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

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

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Sam Anselm, City Manager

"SELLER"

Casey Harrison

By: _____

"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2017, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and Casey Harrison, 2010 S. Porter, Joplin, Missouri, 64804.

WITNESSETH, that the said Grantor, in consideration of the sum of Five Thousand Three Hundred Twenty-Five Dollars and No Cents ($5,325.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "T W Cunningham's Addition Lot 279 Except 25 Feet to the City of Joplin, Jasper County in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
>
> T W Cunningham's Addition West 25 Feet of Lot 279 to the City of Joplin, Jasper County in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. "
>
> Property contains 6,250 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
Sam Anselm
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2017, before me personally appeared Sam Anslem to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said Sam Anselm acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 7, 2017
ITEM: Council Bill No. 2017-006 (Re-adoption of Code of Ethics Ordinance)

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-006.

DEPARTMENT HEAD: Peter C. Edwards
CITY MANAGER: Sam Anselm
CITY CLERK: Barbara L. Hogelin
FINANCE DEPARTMENT: Leslie Haase

INTRODUCTION:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

DISCUSSION:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2017.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachment

COUNCIL BILL NO. 2017-006 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2016), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2016), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2016); and

WHEREAS, on the 21st day of August, 2017, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2017.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other

state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of

One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2017-606 ORDINANCE NO.

AN ORDINANCE approving the applications of Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Ozark Christian College, for 2018 Conference Series; Active Lifestyle Inc., for Joplin Memorial Marathon; Rufus Racing, for Summer Roundup Triathlon; Joplin Disc Golf Club for 13th Annual Four State Open; MSSU Alumni Association for Alumni Tracking Software; George A. Spiva Center for the Arts for a Veterans Art Exhibit; George Washington Carver Birthplace Association, for the Marketing the Park's 75th Anniversary year; ProMusica for 2018 Concert Series; Alliance of Southwest Missouri for Hope Conference; Emancipation Celebration Committee for Emancipation Park Day Celebration; Downtown Joplin Alliance for 2018 Events Marketing; Central Christian Center for Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 18th Annual Carl Junction Bluegrass Festival; Joplin Art Fest Committee for the Joplin Arts Fest, and Historic Murphysburg Preservation, Inc. for Heritage Homes Tour , for utilization of FY2018 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, in the amount of Fourteen Thousand Six Hundred and Seventy dollars ($14,670); Ozark Christian College, for **2018 Conference Series**, in the amount of Twelve Thousand Three Hundred and Forty-Five dollars ($12,345); Active Lifestyle Inc., for **Joplin Memorial Marathon**, in the amount of Twelve Thousand One Hundred and Ninety-Five dollars ($12,195); Rufus Racing, for **Summer Roundup Triathlon**, in the amount of Eleven Thousand Six Hundred and Ten dollars ($11,610); Joplin Disc Golf Club for **13th Annual Four State Open**, in the amount of Ten Thousand Seven Hundred and Eighty dollars ($10,780); MSSU Alumni Association for **Alumni Tracking Software**, in the amount of Two Thousand Nine Hundred and Forty dollars ($2,940); George A. Spiva Center for the Arts for a **Veterans Art Exhibit**, in the amount of Five Thousand Seven Hundred and Sixty-Nine dollars ($5,769); George Washington Carver Birthplace Association, for the **Marketing the Park's 75th Anniversary year**, in the amount of Eight Thousand One Hundred and Forty-One dollars ($8,141); ProMusica for **2018 Concert Series**, in the amount of Two Thousand Three Hundred and Seventy-Six dollars ($2,376); Alliance of Southwest Missouri for **Hope Conference**, in the amount of Five Thousand Nine Hundred and Eighty-One dollars ($5,981); Emancipation Celebration Committee for **Emancipation Park Day Celebration**, in the amount of Three Thousand Six Hundred and Ten dollars ($3,610); Downtown Joplin Alliance for **2018 Events Marketing**, in the amount of Five Thousand and Seventy dollars ($5,070); Central Christian Center for **Joyful Hearts Conference**, in the amount of Five Thousand Seven Hundred and Twenty-Nine dollars ($5,729); Carl Junction Chamber of Commerce for the **18th Annual Carl Junction Bluegrass Festival**, in the amount of Three Thousand Five Hundred and Twenty-Two dollars ($3,522); Joplin Art Fest Committee for the **Joplin Arts Fest**, in the amount of Three Thousand Three Hundred and Seventy-Five dollars ($3,375), Historic Murphysburg Preservation, Inc. for **Heritage Homes Tour**, in the amount of One Thousand Eight Hundred and Eighty-Seven dollars ($1,887). for utilization of FY2018 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

Requested Council Meeting Date: August 7, 2017

ITEM: Council Bill No. 2017-606. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2018 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2017-606

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2018 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Events must be held between November 1, 2017 & October 31, 2018;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 17, 2018, the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY18 Events & Attractions Grant Program. Following the review, the Board listened to presentations from each of the applicants that included a 5-minute presentation and 5-minute question and answer period.

25 funding requests from 22 organizations totaled $269,302.25 were received. Annual funding available for this program is capped at $110,000.00.

In their review, the Board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to be eligible for funding. Applications were scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an event received 60-points does not automatically mean it will receive funding. Following the scoring and ranking, the Advisory Board discussed each application and made final funding decisions.

Due to the record number of applications and the high dollar amount requested, 16 of the 25 applications received funding and no single applicant received full funding. The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following funding recommendations for your approval:

1. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, scored 97.8, asked for $15,000, awarded $14,670.
2. MSSU Alumni Association for **Alumni Tracking Software**, scored 84.0, asked for $3,500, awarded $2,940.
3. Ozark Christian College, for **2018 Conference Series**, scored 82.3, asked for $15,000, awarded $12,345.
4. Active Lifestyle Inc., for **Joplin Memorial Marathon**, scored 81.3, asked for $15,000, awarded $12,195.
5. Rufus Racing, for **Summer Roundup Triathlon**, scored 77.4, asked for $15,000, awarded $11,610.
6. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, scored 76.8, asked for $4,700, awarded $3,610.
7. Joplin Disc Golf Club for **13th Annual Four State Open**, scored 74.6, asked for $14,450, awarded $10,780.
8. George A. Spiva Center for the Arts for a **Veterans Art Exhibit**, scored 72.2, asked for $7,990, awarded $5,769.
9. George Washington Carver Birthplace Association, for the **Marketing the Park's 75th Anniversary year**, scored 71.0, asked for $11,466, awarded $8,141.
10. ProMusica for **2018 Concert Series**, scored 70.4, asked for $3,375, awarded $2,376).
11. Alliance of Southwest Missouri for **Hope Conference**, scored 69.3, asked for $8,630, awarded $5,981.
12. Downtown Joplin Alliance for **2018 Events Marketing**, scored 67.6, asked for $7,500, awarded $5,070.

13. Central Christian Center for **Joyful Hearts Conference**, scored 67.4, asked for $8,500, awarded $5,729.
14. Carl Junction Chamber of Commerce for the **18th Annual Carl Junction Bluegrass Festival**, scored 65.2, asked for $5,402, awarded $3,522.
15. Joplin Art Fest Committee for the **Joplin Arts Fest**, scored 64.0, asked for $5,200, awarded $3,375.
16. Historic Murphysburg Preservation, Inc. for **Heritage Homes Tour**, scored 63.1, asked for $2,990, awarded $1,887.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend for Joplin City Council approval the funding recommendation of $100,000 and that Grants be awarded for the sixteen (16) events and attractions described above.

ATTACHMENTS:

None.

JOPLIN
CONVENTION & VISITORS BUREAU

602 S. Main, Joplin, Missouri 64801 | 417. 625.4789 | Fax: 417. 624.7948 | www.visitjoplinmo.com

Memorandum

TO:	Members of City Council
FROM:	Patrick Tuttle, JCVB Director
CC:	San Anselm, City Manager Barb Hogelin, City Clerk
DATE:	July 24, 2017
SUBJECT:	JCVB FY18 Grant Recommendations

On July 17, 2017, at 8:00 a.m. the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY18 JCVB Events & Attractions Grant program, and determine funding allocations; where appropriate and how much. At this meeting the board listened to presentations from each of the applicants which included a 5-minute presentation and 5-minute Q&A. Each board member received electronic or paper copies of all applications two weeks in advance of this meeting. 10 of the 11 board members were present.

25 funding requests from 22 organizations totaled $269,302.25 were received. Annual funding available for this program is capped at $110,000.00.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to be eligible for funding. Each application was scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an event received 60-points does not automatically mean it would receive funding.

Following the scoring and ranking, the Advisory Board discussed each application and made final funding decisions. Due to the record number of applications and the high dollar amount requested, not every applicant received funding in the coming fiscal year and no single application received full funding.

602 S. Main, Joplin, Missouri 64801 | 417. 625.4789 | Fax: 417. 624.7948 | www.visitjoplinmo.com

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following funding recommendations for City Council approval:

1. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, scored 97.8, asked for $15,000, awarded $14,670.
2. MSSU Alumni Association for **Alumni Tracking Software**, scored 84.0, asked for $3,500, awarded $2,940.
3. Ozark Christian College, for **2018 Conference Series**, scored 82.3, asked for $15,000, awarded $12,345.
4. Active Lifestyle Inc., for **Joplin Memorial Marathon**, scored 81.3, asked for $15,000, awarded $12,195.
5. Rufus Racing, for **Summer Roundup Triathlon**, scored 77.4, asked for $15,000, awarded $11,610.
6. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, scored 76.8, asked for $4,700, awarded $3,610.
7. Joplin Disc Golf Club for **13th Annual Four State Open**, scored 74.6, asked for $14,450, awarded $10,780.
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15. Joplin Art Fest Committee for the **Joplin Arts Fest**, scored 64.0, asked for $5,200, awarded $3,375.
16. Historic Murphysburg Preservation, Inc. for **Heritage Homes Tour**, scored 63.1, asked for $2,990, awarded $1,887.

Of the nine (9) applications which received no funding, two (2) did score in the 60-percentile range (62.6 and 60.1 respectively), but were at the bottom of the 60+ group and no funding:

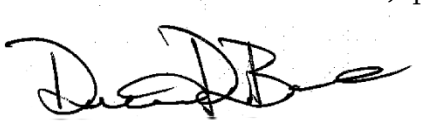
1. Freedom of Flight Museum, **Marketing Campaign**, scored 62.6, asked for $15,000, awarded $0.
2. Freedom of Flight Museum, **Aviation Gala**, scored 60.1, asked for $7,790, awarded $0.

The other seven (7) received a score below the 60-point minimum:

3. TwelveOne Race Management, **Mother Road Marathon**, not scored, asked for $15,000, awarded $0.
4. TwelveOne Race Management, **2018 Race Series**, not scored, asked for $15,000, awarded $0.
5. Joplin History and Mineral Museum, **Wi-Fi Installation**, not scored, asked for $2,287, awarded $0.
6. Joplin History and Mineral Museum, **Chautauqua, Civil War**, scored 53.5, asked for $15,000, awarded $0.
7. City of Webb City, **Cruise-a-Palooza** (Route 66), scored 53.0, asked for $12,600, awarded $0.
8. Wildcat Glades Conservation and Audubon Center, **Shoal Creek Water Festival**, scored 53.0, asked for $10,900, awarded $0.
9. George A. Spiva Center for the Arts, **PhotoSpiva**, scored 49.1, asked for $14,892, awarded $0.

Two of these seven will be addressed outside the FY18 Grant cycle. Support for the 2018 Mother Road Marathon will be determined following the 2017 event in October, and the JCVB Advisory Board directed the JCVB Director to explore the issue of Wi-Fi for the museum more thoroughly before determining where the JCVB could best assist.

These recommendations for the FY18 Events & Attractions Grant program are respectfully submitted on behalf of the Joplin Convention & Visitors Bureau Advisory Board.



Denise DuBois
Chairperson



Patrick Tuttle
Director

Organization:	4 State Truck/Chrome Shop Mafia
Event:	Guilt By Association Truck Show
Event date:	Sept 28-29,2018
Event location:	4 State Truck location Exit 4/I-44
Projected attendance:	10,000 - 13,000
Estimated # of room nights:	920
Estimated # of day trippers:	6,000
Target audience:	Truckers, truck enthusiast, local public
Market origin of attendees:	Trucking industry wide
Amount requested:	$ 15,000.00
Portion of budget:	4% of budget is represented by grant request
Funds requested for:	Entertainment (Stunt Show), $5,000 Marketing, $10,000
Funding history:	FY17 E/A Grant - $0, did not apply FY16 E/A Grant - $15,000 FY15 S.E. Grant - $20,000 FY14 C.E. Grant - $4,500 FY13 C.E. Grant - $2,700
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 97.8% out of 100 possible. Board Recommendation: $14,670.

Organization:	MSSU Alumni Association
Event:	MSSU Alumni Communication
Event date:	Attraction
Event location:	MSSU Campus
Projected attendance:	2,500 monthly / 30,000 annually
Estimated # of room nights:	13,000 annually
Estimated # of day trippers:	500 monthly
Target audience:	6,200 student, 35,000 alumni, plus community support/interest
Market origin of attendees:	MSSU Alumnis, friends of MSSU and Joplin residence
Amount requested:	$ 3,500.00
Portion of budget:	60% of budget is represented by grant request
Funds requested for:	Marketing (Print), $1,000 Email Finder, $2,500
Funding history:	FY17 E/A Grant - $3,260 FY16 E/A Grant - $2,750 FY15 S.E. Grant - $5,560 FY14 S.E. Grant - $9,580 FY 13 S.E. Grant - $3,000 FY12 S.E. Grant - $10,330 FY11 S.E. Grant - $5,171 FY10 S.E. Grant - $7,500 FY08 S.E. Grant - $2,000 FY07 S.E. Grant - $5,000 FY06 S.E. Grant - $5,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	
Special Instructions/Notes:	Scored 84.0% out of 100 possible. Board Recommendation: $2,940.

Organization:	Ozark Christian College
Event:	OCC 2018 Conference Series
Event date:	2018 Conferences
Event location:	Ozark Christian College
Projected attendance:	PT = 1,500-2,000 WC = 400-450 Teen = 750-1,000
Estimated # of room nights:	PT = 1,500-2,000 WC = undocumented Teen = Teens on campus, guests/speakers TBD
Estimated # of day trippers:	PT = 1,500-2,000 WC = 400-450 Teen = 750-1,000
Target audience:	PT: Pastoral leaders, church leadership, OCC Alum. WC: Women in pastoral roles Teen: Youth pastors, youth & student leaders
Market origin of attendees:	Joplin, Tulsa, Texas, St Louis and more
Amount requested:	$ 15,000.00
Portion of budget:	11% of budget is represented by grant request
Funds requested for:	Printing, $4,700 Honorariums, $$7,800 Mailing List, $1,250 Social Media, $1,250
Funding history:	First time request.
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	Preaching & Teaching Conf (PT) in 71st year, Women's Conference (WC) in 62nd year, and Getaway & Deeper Life, Teen Event (TE) is in 51si year.
Special Instructions/Notes:	Scored 82.3% out of 100 possible. Board Recommendation: $12,345.

Organization:	Active Lifestyle Inc.
Event:	Joplin Memorial Marathon
Event date:	May 18-19, 2018
Event location:	Joplin, Memorial Hall, MSSU and Joplin neighborhoods
Projected attendance:	2,500 runners, 900 volunteers and 3,100 spectators
Estimated # of room nights:	210
Estimated # of day trippers:	1,625
Target audience:	Marathon running community (61% women/39% men)
Market origin of attendees:	Runners from 30 states and Canada participated in 2017, 12% came >70 mile away.
Amount requested:	$ 15,000.00
Portion of budget:	6.94% of budget is represented by grant request
Funds requested for:	Marketing (Print), $6,000 Marketing (Electronic-*Facebook & Constant Contact*), $3,475 Presence at 6 Race Expos, $3,025 Marketing Design, $2,500
Funding history:	FY17 E/A Grant - $15,000 FY16 E/A Grant - $15,000 FY15 S.E. Grant - $14,000 FY14 S.E. Grant - $20,000 FY13 S.E. Grant - $19,500 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $10,000 (as Boomtown Run) FY10 S.E. Grant - $10,000 (as Boomtown Run) FY09 S.E. Grant - $10,567 (as Boomtown Run)
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	Walk of Silence Kid's Run 5K, Half-Marathon and Marathon Distances
Special Instructions/Notes:	Scored 81.3% out of 100 possible. Board Recommendation: $12,195.

Organization:	Rufus Racing
Event:	Rufus Summer Roundup Triathlon
Event date:	July 15, 2018
Event location:	Scroggs Lake (near Jasper)
Projected attendance:	300 racers, 75 volunteers, 300 spectators
Estimated # of room nights:	40-60
Estimated # of day trippers:	500 racers and spectators
Target audience:	Swimming, Cycling and Running (Triathalon) athletes
Market origin of attendees:	CA, TX, DE, WY, GA, IL, OK, OH, KS, MO, AR, WI, IA, FL, TN, CO, NM, NY, NV, NE (11 state avg ea yr)
Amount requested:	$ 15,000.00
Portion of budget:	32% of budget is represented by grant request
Funds requested for:	Creative Design, $1,500 Marketing (Social Media), $1,500 Marketing (Web-based), $2,500 Banners/Signage, $265 Video Production, $2,500 Web Site (Upgrade), $500 Chip Timing, $2,500 Awards and Prizes Money, $3,735
Funding history:	FY17 E/A Grant – $15,000 FY16 E/A Grant – $15,000 FY15 S.E. Grant – $8,000 FY14 S.E. Grant - $12,500 FY13 S.E. Grant - $12,625 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 77.4% out of 100 possible. Board Recommendation: $11,610.

Organization:	Joplin Disc Golf Club
Event:	13th Annual Four States Open
Event date:	Sept 29-30, 2018
Event location:	McClelland Park, Joplin, Neosho and Carl Junction
Projected attendance:	270 (360 max)
Estimated # of room nights:	125+
Estimated # of day trippers:	50
Target audience:	Recreational, amateur and pro disc golfers
Market origin of attendees:	4-states, plus Texas and Illinois
Amount requested:	$ 14,450.00
Portion of budget:	68% of budget is represented by grant request
Funds requested for:	Marketing (PDGA Ads), $950 Marketing (Facebook), $500 Improvement @ McClelland, $4,000 Prize Money, $7,500 Reception Venue, $1,000 + Band, $500 = $1,500
Funding history:	FY17 E/A Grant - $11,750 FY16 E/A Grant - $10,710 FY15 S.E. Grant - $14,800 FY14 S.E. Grant - $9,500 FY13 S.E. Grant - $13,300 FY12 S.E. Grant - $9,750 FY11 C.E. Grant - $5,000 FY10 C.E. Grant - $3,650
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 74.6% out of 100 possible. Board Recommendation: $10,780.

Organization:	George A. Spiva Center for the Arts
Event:	Veterans Art Exhibit
Event date:	Aug 11 -Sept 20, 2018
Event location:	Spiva Center for the Arts
Projected attendance:	2,000
Estimated # of room nights:	10 to 15
Estimated # of day trippers:	150
Target audience:	Veterans and Art Enthusiasts
Market origin of attendees:	Nationwide - Kansas City, Springfield, Tulsa, Kansas, NW Arkansas
Amount requested:	$ 7,995.25
Portion of budget:	24.3% of budget is represented by grant request
Funds requested for:	Marketing (Placed Ads, Print & Social), $6,819.00 Marketing (Collateral Print), $1,176.25
Funding history:	First time event
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 72.2% out of 100 possible. Board Recommendation: $5,769.

Organization:	GWC Carver Birthplace Association
Event:	Carver Nat'l Monument 75th Anniversary
Event date:	Jan-Oct 2018
Event location:	George Washington Carver National Monument
Projected attendance:	5,000 monthly, 60,000 annually
Estimated # of room nights:	15,000
Estimated # of day trippers:	45,000
Target audience:	National Park guests
Market origin of attendees:	2015 = MO 46%, OK 8%, AR 6%, KS 6%, CA 4%, TX 4%, CO 3%, IA 3%, MN 3%, IL 3%, AZ 2%, regionally and internationally
Amount requested:	$ 14,466.00
Portion of budget:	100% of budget is represented by grant request
Funds requested for:	Annual Campaign: Marketing Campaign (Digital/Social), $13,250 Marketing (Design), $1,000 Marketing (Email Blast), $216
Funding history:	FY 16 E/A Grant $5,700 FY 16 E/A Grant $5,700
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	
Special Instructions/Notes:	Scored 71.0% out of 100 possible. Board Recommendation: $8,141.

Organization:	ProMusica
Event:	ProMusica 2018 Concert Series
Event date:	2018 Concert Series
Event location:	Joplin
Projected attendance:	300-400 per concert
Estimated # of room nights:	43,023
Estimated # of day trippers:	150-200
Target audience:	Live music lovers
Market origin of attendees:	Local residence and outer region surrounding Joplin
Amount requested:	$ 3,375.00
Portion of budget:	2.3% of budget is represented by grant request
Funds requested for:	Marketing (Print), $250 Marketing (Social, Printed), $3,125
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	5 concerts during 2017-2018 grant coverage
Special Instructions/Notes:	Scored 70.4% out of 100 possible. Board Recommendation: $2,376.

Organization:	Alliance of SW MO
Event:	Hope Conference
Event date:	April 10-11, 2018
Event location:	Joplin, Forest Park Baptist Church
Projected attendance:	200
Estimated # of room nights:	Unlnown
Estimated # of day trippers:	75
Target audience:	Social service providers and educators
Market origin of attendees:	Region wide
Amount requested:	$ 15,000.00
Portion of budget:	27% of budget is represented by grant request
Funds requested for:	Speakers Fees, $10,000 Marketing, $4,000 Marketing (Printed), $1,000
Funding history:	First time request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 69.3% out of 100 possible. Board Recommendation: $5,981.

Organization:	Emancipation Celebration Committee
Event:	Emancipation "Park Day" Celebration
Event date:	August 3-5, 2018
Event location:	Ewert Park, Joplin
Projected attendance:	1,000
Estimated # of room nights:	14
Estimated # of day trippers:	400
Target audience:	African-American families, visitors seeking a cultural experience
Market origin of attendees:	4-state region
Amount requested:	$ 4,700.00
Portion of budget:	34% of budget is represented by grant request
Funds requested for:	Performers, $2,000 Marketing (Printed) $400 Marketing (Television) $300 develop PSA Marketing (Social) $1,500 Prize Money (Car Show), $500
Funding history:	FY 17 E/A Grant $4,200 FY 13 Special Event Support $3,100
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	Same weekend as marian Days in Carthage.
Special Instructions/Notes:	Scored 76.8% out of 100 possible. Board Recommendation: $3,609.

Organization:	Downtown Joplin Alliance
Event:	DJA Event Marketing Plan
Event date:	2018 Events
Event location:	Downtown Joplin and Empire Market
Projected attendance:	92,200
Estimated # of room nights:	550
Estimated # of day trippers:	15,980
Target audience:	Women, familes
Market origin of attendees:	Regionally, plus visitors to Joplin
Amount requested:	$ 15,000.00
Portion of budget:	100% of budget is represented by grant request
Funds requested for:	Web Site Overhaul, $3,000 Creative Development (Photo), $900 Creative Development (Video), $2,700 Marketing (Social), $8,400
Funding history:	
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	8 - Third Thursday Events 12 - First Friday Wine Share 32 - Empire Market events Small Business Saturday Annual Downtown Sidewalk Sale
Special Instructions/Notes:	Scored 67.6% out of 100 possible. Board Recommendation: $5,070.

Organization:	Central Christian Center
Event:	Joyful Hearts Conference 2018
Event date:	July 19-21, 2018
Event location:	Central Christian Center
Projected attendance:	2014=250, 2015=350, 2016=360, 2017=400, 2018 estm 500
Estimated # of room nights:	60
Estimated # of day trippers:	150
Target audience:	Women, 12 and older
Market origin of attendees:	Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield
Amount requested:	$ 9,150.00
Portion of budget:	47% of budget is represented by grant request
Funds requested for:	Presenters, $3,100 Marketing (Print), $1,000 Marketing (Social), $1,600 Marketing (Radio), $950 Production, $1,000 Praise & Worship band, $1,500
Funding history:	FY 17 E/A Grant $8,335 FY 16 E/A Grant $6,375
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 67.4% out of 100 possible. Board Recommendation: $5,729.

Organization:	Carl Junction Chamber of Commerce
Event:	CJ Bluegrass Festival 2018
Event date:	Sept 21-23, 2018
Event location:	Center Creek Park, Carl Junction
Projected attendance:	20,000 over 3-days
Estimated # of room nights:	25-50
Estimated # of day trippers:	12,500 from outside Joplin market
Target audience:	Ages 1-101
Market origin of attendees:	Kansas City, Nevada, Ft. Scott, Pittsburg, Joplin, Springfield, Miami and Tulsa
Amount requested:	$ 5,405.00
Portion of budget:	29% of budget is represented by grant request
Funds requested for:	Marketing (Social Media), $1,200 Marketing (Print Ads), $750 Marketing (Radio), $2,500 Marketing (Printed), $955
Funding history:	FY 17 Special Event Support $7,830 FY 16 Special Event Support $500 FY 15 Special Event Support $700
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 65.2% out of 100 possible. Board Recommendation: $5,402.

Organization:	Joplin Arts Fest Committee
Event:	Joplin Arts Fest
Event date:	September 15, 2018
Event location:	Downtown Joplin
Projected attendance:	3,500-5,000
Estimated # of room nights:	43,023
Estimated # of day trippers:	100
Target audience:	Individuals interested in visual and perfroming arts events.
Market origin of attendees:	4-state region plus surrounding art markets to include KC, Fayetteville, OK City, Lawrence and Topeka.
Amount requested:	$ 13,002.00
Portion of budget:	____% of budget is represented by grant request
Funds requested for:	Marketing (Print Ads), $1,912 Marketing (Social w/Agency), $10,580 Marketing (Printed), $510
Funding history:	FY17 Funds, $2,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 64.9% out of 100 possible. Board Recommendation: $3,375.

Organization:	Historic Murphysburg Preservation, Inc
Event:	Heritage Homes Tour
Event date:	December 8/9, 2017
Event location:	Historic Murphysburg
Projected attendance:	800
Estimated # of room nights:	20
Estimated # of day trippers:	780
Target audience:	4-state regional and beyond
Market origin of attendees:	Guests who appreciate historical architecture and holiday culture
Amount requested:	$ 2,990.00
Portion of budget:	46% of budget is represented by grant request
Funds requested for:	Entertainment, $500 Web Development, $200 Marketing (Printed), $1,075 Exhibit/Supplies, $1,215
Funding history:	FY17 E/A Grant - $2,250 (photo library) FY16 E/A Grant - $6,843
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	
Special Instructions/Notes:	Scored 63.1% out of 100 possible. Board Recommendation: $1,887.

Organization:	Freedom of Flight Museum
Event:	Freedom of Flight Museum Marketing
Event date:	Attraction
Event location:	Joplin Regional Airport
Projected attendance:	2,000 annually
Estimated # of room nights:	Unknown
Estimated # of day trippers:	Unknown, without marketing effort
Target audience:	Aviation & Joplin enthusiasts
Market origin of attendees:	Nationwide
Amount requested:	$ 15,000.00
Portion of budget:	100% of budget is represented by grant request
Funds requested for:	Marketing (Key Word Search), $3,600 Marketing, $4,800 Web Development, $3,000 Creative Design (Branding), $1,500 Creative Design (Photos & Video), $2,100
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	Attraction in Joplin in 2012
Special Instructions/Notes:	Scored 62.6% out of 100 possible. Board Recommendation: $0.

Organization:	Freedom of Flight Museum
Event:	Freedom of Flight Museum Gala
Event date:	September 30, 2018
Event location:	Joplin Regional Airport
Projected attendance:	300 max.
Estimated # of room nights:	50-75
Estimated # of day trippers:	225-250
Target audience:	21+aviation themed entertainment
Market origin of attendees:	Springfield, Fayetteville, Tulsa, and Wichita
Amount requested:	$ 7,790.00
Portion of budget:	49% of budget is represented by grant request
Funds requested for:	Equipment Rental, $3,765 Entertainment, $2,875 Photo & Video Services, $500 Security/Permits, $650
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 60.1% out of 100 possible. Board Recommendation: $0.

Organization:	Joplin History and Mineral Museum
Event:	Chautauqua Series, Civil War
Event date:	October 13-14, 2017
Event location:	Joplin City Hall & Joplin Little Theater
Projected attendance:	100-300
Estimated # of room nights:	13
Estimated # of day trippers:	200
Target audience:	Ages 20 to 70, interested in history, local culture and story telling
Market origin of attendees:	4-state region
Amount requested:	$ 6,800.00
Portion of budget:	63% of budget is represented by grant request
Funds requested for:	Marketing (Printed & Postage), $100 Marketing (Social), $200 Chautauqua Performers, $4,500 Marketing Design, $500 Tent Rental, $1,500
Funding history:	FY17 E/A Grant - $5,300 FY16 E/A Grant - $5,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 53.5% out of 100 possible. Board Recommendation: $0.

Organization:	Wildcat Glades Conservation & Audubon Ctr
Event:	Shoal Creek Water Festival
Event date:	August 11, 2018
Event location:	Wildcat Glades Conservation & Audubon Ctr
Projected attendance:	2,500
Estimated # of room nights:	20
Estimated # of day trippers:	1,500
Target audience:	Families, water activity and nature enthusiast
Market origin of attendees:	4-state region, other communites with Card Board Boat races and Duck Races
Amount requested:	$ 10,900.00
Portion of budget:	25% of budget is represented by grant request
Funds requested for:	Prize Money, $3,850 Misc Event Supplies, $1,900 Children's Entertainment, $750 Marketing (Facebook), $500 Marketing (Print Tri-fold), $1,000 Marketing (Print Ad), $2,900
Funding history:	FY16 E/A Grant - $8,500 FY16 E/A Grant - $5,100 FY15 S.E. Grant - $4,000 FY14 S.E. Grant - $10,020 FY10 C.E. Grant - $5,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 53.0% out of 100 possible. Board Recommendation: $0.

Organization:	City of Webb City
Event:	Cruise a Palooza
Event date:	April 13 & 14, 2018
Event location:	Webb City, MO
Projected attendance:	5,000-10,000
Estimated # of room nights:	0
Estimated # of day trippers:	5,000+ in 2017
Target audience:	Families, music lovers, Route 66 and Classic Car enthusiasts.
Market origin of attendees:	Regionally and along Route 66
Amount requested:	$ 12,600.00
Portion of budget:	89% of budget is represented by grant request
Funds requested for:	Marketing (Printed), $1,000 Signage, $1,000 Web Development, $2,700 Exhibits, $200 Entertainmet, $5,700 Prize Money, $2,000
Funding history:	First Time Request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	10th year for the event.
Special Instructions/Notes:	Scored 53.0% out of 100 possible. Board Recommendation: $0.

Organization:	George A. Spiva Center for the Arts
Event:	PhotoSpiva 2018
Event date:	March 17-May 13, 2018
Event location:	Spiva Center for the Arts
Projected attendance:	2,800
Estimated # of room nights:	15
Estimated # of day trippers:	150
Target audience:	All ages, social-economic backgrounds and interests
Market origin of attendees:	Nationwide - Kansas City, Springfield, Tulsa, Kansas, NW Arkansas
Amount requested:	$ 14,892.00
Portion of budget:	36.1% of budget is represented by grant request
Funds requested for:	Marketing (Placed Ads, Print & Social), $8,003 Marketing (Collateral Print), $2,989 Web Site Update, $3,900
Funding history:	FY 17 E/A Grant $14,925 FY 16 E/A Grant $9,000 FY 15 S.E. Grant $12,000 FY14 S.E. Grant - $14,860 FY13 S.E. Grant - $18,019.12 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	
Special Instructions/Notes:	Scored 49.1% out of 100 possible. Board Recommendation: $0.

Organization:	Joplin History and Mineral Museum
Event:	Wi-Fi Installation
Event date:	Attraction
Event location:	Joplin Museum Complex
Projected attendance:	13,500 annually
Estimated # of room nights:	Unknown
Estimated # of day trippers:	500
Target audience:	Geology, history interests
Market origin of attendees:	Regional, guests to Jopli, school kids
Amount requested:	$ 2,287.00
Portion of budget:	40% of budget is represented by grant request
Funds requested for:	Installation of Wi-Fi, $2,287
Funding history:	First Time Equipment Request
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	
Special Instructions/Notes:	Was not scored. Board Recommendation: $0.

Organization:	TwelveOne Race Management
Event:	Mother Road Marathon
Event date:	September 30, 2018
Event location:	OK/KS/MO Route 66 Tristate Region
Projected attendance:	2,000
Estimated # of room nights:	200
Estimated # of day trippers:	500
Target audience:	Marathon and Half-Marathon Runners
Market origin of attendees:	Regional markets and beyond
Amount requested:	$ 15,000.00
Portion of budget:	9.3% of budget is represented by grant request
Funds requested for:	Marketing, $15,000
Funding history:	FY17 JCVB Support $15,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: X Attraction Grant:
JCVB Staff Notes	MRM began in 2010 as a CVB/JSA project. For 4 years the event was managed by the CVB. It was defunded and discontinued by Council following the 2013 running. On October 1, 2017, TwelveOne Race Management will be bringing the event back following much of the original concept. Since the 2017 planning was outside the grant cycle, CVB funding support came out of the operating budget, not the grant funding.
Special Instructions/Notes:	**Was not scored.** **Board Recommendation: $0.**

Organization:	TwelveOne Race Management
Event:	TwelveOne 2018 Race Series
Event date:	2018 Series
Event location:	Joplin Regional Market
Projected attendance:	1,500
Estimated # of room nights:	200
Estimated # of day trippers:	500
Target audience:	Open to every of all ages and runner levels
Market origin of attendees:	4-state region, plus NE, TX
Amount requested:	$ 15,000.00
Portion of budget:	9.6% of budget is represented by grant request
Funds requested for:	Marketing, $15,000
Funding history:	FY17 E/A Grant $5,000
Social media program:	Facebook and Web Site
Type grant request:	Event Grant: Attraction Grant: X
JCVB Staff Notes	Race Series: 36 Hours of Jack, December 9, 2017 Wildcat Glades Trail Race, March 24, 2018 Amazing Grace, April 7, 2018 Up & Over Obstacle Run, May/June 2018 Angry Bull Six Shooter, June 16, 2018
Special Instructions/Notes:	**Was not scored.** **Board Recommendation: $0.**

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 7, 2017

ITEM: Council Bill No. 2017-608. This Council Bill approves Agreement with Tempest, Inc. for Customer Relations Management software for the Convention and Visitors Bureau for the not to exceed price of Fifteen Thousand and 00/100 Dollars ($15,000.00), through the 2020 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2017-608, CRM Software Agreement (in 3 parts).

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:
INFORMATION SYSTEMS	Mark Morris	DATE:

INTRODUCTION:
This Council Bill seeks permission from council for the city manager to sign a user's agreement with Tempest, Inc. for Customer Relations Management (CRM) software for the Convention and Visitors Bureau for the not to exceed price of Fifteen Thousand and 00/100 Dollars ($15,000.00), through the 2020 fiscal year.

SUMMARY:
Customer Relations Management software will allow the JCVB Director of Sales better tracking of potential and working clients. Key features of the software include:

CONVENTION/MEETING SALES:
- Provides hotels access to leads, updates, definite bookings and cancellations
- Interacts with local hotel market
- Local hotel sales staffs can respond electronically with room blocks and rates
- Manage how industry partners impacting expense budgets

CONVENTION/MEETING SERVICES:
- Tracks timelines, follow-up and schedule of services, automatic
- Provides complete history of hotel room activity; blocking to final pick up
- Provides hotel access to leads, updates, definite bookings and cancellations

VISITOR CENTER/INQUIRY MANAGEMENT:
- Track individual inquiries from walk-ins, phone calls, or emails and report on where the inquiry originated
- Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
- Generate Mailing labels for fulfilling brochure or information requests
- Import lists from Advertising Campaigns or Tradeshows into the Visitor Center/Prospect module and save your import mappings for future imports from same source

This software is among the leading management software within the travel and leisure industry. In 2014, the Tempest/iDSS CRM Software was selected through the City's bid process. This agreement extends this service.

RECOMMENDATION:
Recommend Council pass this bill on first reading.

COUNCIL BILL NO. 2017-608 ORDINANCE NO.

AN ORDINANCE approving a License Agreement with Tempest, Inc. for Customer Relations Management software for the Convention and Visitors Bureau for the not to exceed price of Fifteen Thousand and 00/100 Dollars ($15,000.00); and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin.

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

Section 1. That the Agreement between Tempest, Inc. (formerly iDSS - Internet Destination Sales System) and the City of Joplin, Missouri, for customer service management software for the Convention and Visitors Bureau of the City of Joplin, Missouri for the not to exceed price of Fifteen Thousand and 00/100 Dollars ($15,000.00), attached hereto and incorporated herein as Exhibit A, be and the same is, hereby approved. Over the 3-years of the agreement the total value of the contract is $15,000.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

Master Services Agreement

This Master Services Agreement (this "Agreement") is dated November 1, 2017 (the "Effective Date") and by and between the following parties:

Tempest, Inc., for itself and on behalf of all of its subsidiaries and controlled affiliates (each a member of "Tempest"). Each member of the Tempest shall be bound by the terms of this Agreement. (collectively "**Tempest**");

and

Joplin Convention & Visitors Bureau (**"Client"**), with offices at 602 South Main Street Joplin, MO 64801

This Agreement shall not become effective and Tempest shall not commence services to the Client until this Agreement is fully executed and returned to Tempest at the address set forth above.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the undersigned parties hereby agree to be bound for good and valuable consideration as follows:

1. Engagement. Client hereby engages Tempest and Tempest hereby accepts such engagement, to perform certain Website Design & Development Services, CRM, Destination Management Software, Web Hosting, Advertising, Digital Marketing Services or other services as described in the Statement of Work ("Statement of Work" or "SOW") attached as Schedule A.

1.1. From time to time while this Agreement remains in effect, Tempest and Client may mutually agree upon services to be performed by Tempest set forth in one or more additional Statement of Work, which will be incorporated by reference into this Agreement.

1.2. Any Statement of Work that references this Agreement shall be subject to and governed by this Agreement, and the terms of this Agreement shall supersede any contrary terms in an SOW unless the SOW refers to and overrides specifically the contrary term in this Agreement.

1.3. The Client is responsible for providing Tempest with the necessary items and information specified in any Statement of Work and Tempest is not liable for any delays due to Client's failure to provide such items or information to Tempest on a timely basis. The Client acknowledges that such a failure may result in increased fees and schedule extensions by Tempest.

2. Service Fees. The fees for services provided under this Agreement shall be specified in a Fee Schedule to be included in each Statement of Work.

2.1. Expenses. Client shall pay, or promptly reimburse Tempest for, any out-of-pocket travel and travel-related expenses not specified in the Agreement and incurred by Tempest in connection with the performance of the Services. Client shall pay to Tempest all undisputed fees within thirty (30) days of the date of the applicable Tempest invoice.

2.2. Tempest shall reserve the right to suspend performance of all Services if the Client fails to pay an invoice within [thirty (30)] days of the date of said invoice.

2.3. In the event of a dispute as to an invoice, the Client shall nevertheless pay the undisputed portion of such invoice.

2.4. Tempest expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term as defined in Section 3.2, provided that Tempest notifies Client of any such proposed rate increase not less than ninety (90) days prior to the commencement of any Renewal Term.

3. Term. Automatic Renewal.

3.1. Initial Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date (the "Initial Term").

3.2. Automatic Renewal. Unless it is stated otherwise in the Statement Work, this Agreement shall automatically renew for the same duration as the Initial Term upon the expiration of the Initial Term (each a "Renewal Term"), unless this Agreement is terminated under Section 12 below.

3.3. Notice of Non-Renewal. This Agreement shall automatically renew under Section 3.2 unless either party gives written notice of its intention to terminate and not renew this Agreement no later than ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

4. Confidentiality. Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information").

4.1. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in order to perform that party's obligations under this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

4.2. Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

4.3. Client shall not use any of the Confidential Information of Tempest or any Tempest Materials (as defined below in Section 5.2) to compete with Tempest or in any way that would diminish the value or the rights of Tempest in such information or materials.

5. Proprietary Rights.

5.1. Proprietary Rights of Client. Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Tempest any ownership right in the Client Content.

5.2. Proprietary Rights of Tempest. Subject to Client's ownership interest in Client Content set forth in Section 5.1, all trade secrets, know-how, methodologies, processes and materials, including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Tempest or its suppliers outside of this Agreement, for general use by all of Tempest's clients and without reference to or inclusion of any Client Content shall be referred to as the "Tempest Materials".

5.2.1. For clarity, the Tempest Materials shall not include any materials or other work product developed by Tempest specifically for Client's site, including original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content.

5.2.2. The Tempest Materials shall remain the sole and exclusive property of Tempest or its suppliers, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. To the extent, if any, that ownership of the Tempest Materials does not automatically vest in Tempest by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Tempest all rights, title and interest which Client may have in and to the Tempest Materials.

5.2.3. Client acknowledges and agrees that Tempest is in the business of designing and marketing Web sites, and that Tempest shall have the right to provide to third parties services which are the same or similar to the Services so long as no such third party services reference or incorporate any Client Content, and to use or otherwise exploit any Tempest Materials in providing such services.

6. License.

6.1. Grant of License by Client. Client hereby grants to Tempest a non-exclusive, worldwide, royalty free license for the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

6.2. Grant of License by Tempest. Tempest hereby grants to Client a perpetual, worldwide, non-exclusive, royalty free, unrestricted, non-transferable license to make use of Tempest Materials that are incorporated in any website developed for the Client by Tempest (the "Website") and that are required or useful for the operation of the Website. Client cannot use the Tempest Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing website development or hosting services for others. Tempest hereby reserves for itself all rights in and to the Tempest Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Tempest without Tempest's prior written consent.

6.2.1. No Sub-License by Client. Client does not have authority to and shall not grant any sub-license of Tempest Materials.

6.2.1.1. Notwithstanding the foregoing, Client shall have the right to enter into assignments or sub-licenses or its rights with respect to the Tempest Materials in connection with a sale of all or a part of the business which includes the use the Website, subject to the written approval of Tempest which shall not be unreasonably withheld.

7. Warranties.

7.1. Tempest Warranties. Tempest warrants: (i) that Tempest has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Tempest shall perform the Services in a professional and workmanlike manner; and (iii) that to its knowledge the Tempest Materials do not infringe or violate any right of any third party.

7.2. Client Warranties. Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party websites; and (b) that the materials provided to Tempest, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Client Project.

8. Indemnification.

8.1. Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Tempest, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the Site provided by Client infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8.2. Indemnification by Tempest. Tempest agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Tempest representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Tempest; or (iii) any of the Tempest Materials infringe or violate any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

9. Warranty Disclaimer and Limitation of Liability. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7, TEMPEST MAKES NO WARRANTIES HEREUNDER, AND TEMPEST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT (EXCEPT WITH RESPECT TO TEMPEST MATERIALS).

9.1. THE TOTAL LIABILITY OF TEMPEST HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE ELECTION OF CLIENT, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO TEMPEST FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF TEMPEST TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEMPEST BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS BUT SHALL NOT APPLY TO INDEMNIFICATION FOR THIRD PARTY CLAIMS PROVIDED UNDER ARTICLE 8.

10. Limit on Statute of Limitations. Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than one year after the party seeking to bring the action discovered or should reasonably have discovered the facts forming the basis for the cause of action.

11 Miscellaneous.

11.1. Entire Agreement. This Agreement, the attached Exhibits and any SOW's constitute the entire agreement between Client and Tempest with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and, subject to Section 11.3 below, the State and Federal courts located in that State shall have the exclusive jurisdiction to resolve any disputes between the parties arising under this Agreement.

11.3. Arbitration. Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, by a mutually acceptable arbitration organization in Philadelphia, Pennsylvania. The arbitrator will have authority to award any form of damages as well as injunctive relief. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute

11.4. Force Majeure. Neither party shall be liable for delays or failure in performance hereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.5. Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.6. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.7. Survival. All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Client indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

11.8. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

12. Termination.

12.1. Termination by either party upon Breach. Tempest or Client has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.

12.2. Termination by Tempest. Notwithstanding the previous Section 12.1, Tempest may terminate this Agreement and all Services immediately without notice if Client fails to pay Fees when due and owing or Tempest determines that Client is failing to comply with the rules and regulations as described in Section 7 above or is not in compliance with any of the material terms contained in this Agreement.

12.3. Automatic Termination. This Agreement will be terminated without further action by either party if the Client has terminated or canceled its subscription to all Tempest services in accordance with the terms of the applicable Statement of Work or Fee Schedule.

Please sign in the appropriate location below, and return the signed executed MSA to us via Fax or Email.

Joplin Convention & Visitors Bureau
602 South Main Street
Joplin, MO 64801

Tempest Inc
30 South 15th Street Suite 800
Philadelphia, PA 19102

_____ _____

Printed Name **Printed Name**

_____ _____

Title / Position **Title / Position**

Signature	**Signature**
Date	**Date**

Schedule A: Statement of Work

iDSS Cyclone

Joplin Convention & Visitors Bureau

Agency Representative

Mark Lynch
Chief BD Officer

NOTICE OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all information disclosed under this agreement, including, without limitation:

1. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing;

2. All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable.

©Copyright 2016 Tempest—all rights reserved. If there are any concerns, questions, or issues regarding Confidential Information, please contact Tempest directly.

Background

This Statement of Work is dated November 1, 2017, ("Effective Date") and by and between Client and iDSS Global LLC pursuant to the Master Services Agreement effective November 1, 2017. The parties agree that this Statement of Work, along with the Master Services Agreement and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by iDSS Global LLC to Client.

The Master Services Agreement shall control in the event of any inconsistencies between this Statement of Work and the Master Services Agreement.

1. Definitions

The following capitalized terms used in this Statement of Work and its exhibits shall have the following meanings:

a. **"Client Support"** means iDSS acknowledgement and response to telephone calls and emails from client asking questions about System or requesting help in using the system.
b. **"Fees"** means the fees for the license to use the System and for the Services as set forth in the Fee Schedule.
c. **"GO LIVE Date"** means the point when the System has been configured and enabled and is ready for the Client to use.
d. **"Standard Reports"** means the standard reports generated by the System for use by Client.
e. **"System"** means, as a collective, those certain web-based systems identified by Client in Scope of Services.
f. **"Users"** means anyone logging into and using the System.
g. **"Email Credit"** means one email credit is equal to one email sent to one email recipient from iDSS through the iDSS Email Campaigns Feature.

2. Fee Schedule

iDSS Cyclone Upgrade	Cost
ACTIVATION / IMPLEMENTATION (one-time cost)	**N/A**
SETUP - (database server, configuration of client database)	INCLUDED
DATA MIGRATION - (existing database Sales to Board)	INCLUDED
TRAINING - (initial online webinar training, platform guidebooks) **onsite training available upon request, travel expenses billed to client at cost*	INCLUDED
ONGOING ANNUAL SUBSCRIPTION	**$5,000.00**
iDSS Cyclone CRM - DESTINATION MANAGEMENT SYSTEM	INCLUDED
MEMBER/PARTNER EXTRANET (partner login, lead distribution, data updates)	INCLUDED
INVOICING (send invoices to members/partners/suppliers)	INCLUDED
CONTENT API (setup and configuration, collaboration with your web partner)	INCLUDED
SUPPORT (technical support, platform updates, access to live phone support)	INCLUDED
OPTIONAL FEATURES & SERVICES	
EMAIL CAMPAIGNS (10,000 Annual Email Credits)	INCLUDED
CONSULTING/CUSTOM DEVELOPMENT	$125 PER HR
CUSTOM REPORT WRITING	$125 PER HR

A. Activation Fee

a. **Fee Description.** This is a one-time only, non refundable activation fee for the right to use the Destination Management System ("DMS"), licenses for staff members, configuring DMS in preparation for Client use, securing database access and information storage.
b. **Payment Terms.** iDSS requires a down payment of half the activation fee upon the execution of this agreement and will invoice the remaining balance after the GO LIVE date. iDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.
c. **Data Migration.** iDSS will migrate data to DMS from other sources, provided that the Client has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Client wishes to migrate to DMS and iDSS has determined if migration of the data is feasible.
d. **Onsite Training.** At the Client's request, iDSS will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding DMS. For onsite training the client will be billed the cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.
e. **Travel Expenses.** The Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1.

B. Annual Subscription Fee

a. **DMS Subscription.** Through payment of this fee, the Client has the right to continued use of DMS and features defined in the scope of services during Contract term period. This fee includes regular upgrades and client support. The Subscription fee is locked in for the Initial Term period with the exception of adding/removing users or adding/removing optional features. iDSS shall send an invoice for Annual Subscription Fee for the first year following the GO LIVE date. Subsequent Annual Subscription Fees will be billed in advance of the Go Live anniversary for each year.

C. Optional Features and Services

a. **Consulting Services.** iDSS offers best practice consulting to assist Client in streamlining processes. iDSS offers this service at the standard billable hourly rate outlined in the fee schedule. This service can be performed on-site with a minimum of 4 hours and the Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of 1 hour.

b. **Online and Telephone Training.** iDSS offers additional training beyond what is covered in the scope of services. iDSS offers this additional training at the standard billable hourly rate outlined in the fee schedule. Additional training can be performed on-site with a minimum of 4 hours and the Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1. Additional training can also be performed remotely, billable by the hour with a minimum of 1 hour.

c. **Custom Reports.** iDSS offers a wide variety of standard reports included in DMS, including occasional new reports for all clients. iDSS may also prepare customized reports if Client requests at their expense. iDSS will begin development of the report upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees.

d. **Data Updates.** iDSS will perform updates to a Client's database to update information contained in fields in the database. iDSS will perform data updates upon receiving a signed request or email from Subscriber, describing the specifications, and approving the estimated fees.
e. **Custom Development.** Certain features of DMS may be customized to a Client's specifications, if Client requests at their expense. If the requested feature is a possible customization, iDSS will begin customizing the feature upon receiving a signed request or email from Subscriber, describing the specifications, and approving the estimated fees.
f. **Email Credits.** iDSS has an email campaign feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 at the rate outlined in the fee schedule. Email overage charge of .0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule B: Anti Spam Policy

3. Scope of Services

Scope of Services	Cost
ACTIVATION / IMPLEMENTATION	
SETUP - (database server, configuration of client database)	INCLUDED
DATA MIGRATION - (existing databases)	INCLUDED
Training (initial onsite training)	INCLUDED
iDSS Cyclone DMS Subscription	
Service Leads & Distribution Feature	INCLUDED
Group Tour & Travel Feature	INCLUDED
FAM & Itinerary Management	INCLUDED
Member/Partner Extranet	INCLUDED
Dues, Invoicing & Online Payments	INCLUDED
Referrals & Inquiries Feature	INCLUDED
Inventory Management Feature	INCLUDED
Events Management Feature	INCLUDED
Co-op Marketing & Advertising Management	INCLUDED
APIs for Websites, Forms, Events & Listings	INCLUDED
Website Content Management	INCLUDED
Client Portal, Knowledgebase, Online WiKi, Webinars, User Forum	INCLUDED

Microsoft Outlook Integration	INCLUDED
MINT and Economic Impact Integration	INCLUDED
Standard Reports & Query Builder	INCLUDED
Client Support	INCLUDED
Email Campaigns (10,000 Annual Email Credits)	INCLUDED

Schedule B: Anti Spam Policy

Anti Spam Policy

iDSS Global LLC requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of iDSS must comply with all applicable Laws. This includes laws applicable to you and also laws applicable to iDSS Global LLC and the recipient of each Email. Examples of applicable laws include laws relating to spam or unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS must follow all applicable guidelines established by iDSS Global LLC.The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request.
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Let's Get Started!

This statement of work outlines the project scope of work to be completed by iDSS Global LLC.

Please sign in the appropriate location below, and return the signed proposal to us by fax or mail.

Joplin Convention & Visitors Bureau
602 South Main Street
Joplin, MO 64801

iDSS Global LLC
30 South 15th Street Suite 800
Philadelphia, PA 19102

Printed Name	**Printed Name**
Title / Position	**Title / Position**
Signature	**Signature**
Date	**Date**