JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 15, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Plan To Address Public Safety Needs

      Documents:

      ADDRESSING PUBLIC SAFETY NEEDS 8-9-22.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Tom Robertson Requested To Speak Regarding The Public Safety Tax.

   2. Brian Evans Requested To Speak Regarding Budget Fiscal Responsibility And Public Safety.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. Public Hearing For FY 2023 Proposed Budget

      Documents:

2023 BUDGET PRESENTATION FOR PUBLIC HEARING FINAL.PDF

8. **Consent Agenda**

    1. Minutes Of August 1, 2022 City Council Meeting

        Documents:

        AUG 1, 2022 MINUTES.PDF

    2. Minutes Of The August 8, 2022 Special City Council Meeting

        Documents:

        SPECIAL MEETING MINUTES AUG 8, 2022.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2022-140
    AN ORDINANCE approving a purchase agreement between the City of Joplin and Midwest Transit Equipment Inc.in the amount of Three Hundred Seventy-Eight Thousand, Fourteen and 00/100 Dollars ($378,014.00) for the purchase of three light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts, on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

        Documents:

        SUMMARY SHEET2022-140 MAPS VEHICLES NEW FORMAT.PDF
        ORDINANCE 2022-140 MAPS VEHICLE PURCHASE.PDF
        2022-08 MAPS VEHICLE BID TAB.PDF

    2. COUNCIL BILL NO. 2022-143
    AN ORDINANCE approving an amendment (Change Order No. 2) to the construction agreement with Rosetta Construction, in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09) for the East 7th Street Sewer Extension Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

        Documents:

        SUMMARY SHEET CB 2022-143
        E7THSEWEREXTENSIONCHANGEORDERNO2.PDF
        ORDINANCE SHEET CB 2022-143 - AMENDMENT TO CONSTRUCTION AGREEMENT_2.PDF
        BOYD METALS MAP.PDF

    3. COUNCIL BILL NO. 2022-145
    AN ORDINANCE declaring the necessity of acquiring for public use certain

fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

Documents:

CB2022 -145 OZH P 1 SUMMARY.PDF
CB2022-145 OZH PARCEL 1 ORD.PDF
OZH1 MAP.PDF

4. COUNCIL BILL NO. 2022-146
AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

Documents:

CB2022 -146 OZH P 2 SUMMARY.PDF
CB2022 146 OZH PARCEL 2 ORD.PDF
OZH 2 MAP.PDF

5. COUNCIL BILL NO. 2022-147
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the not to exceed amount of Five Hundred Twelve Thousand and 00/100 Dollars ($512,000.00) for the Terminal Area Master Plan Design Services at the Joplin Regional Airport; and containing an emergency clause.

Documents:

GS 2022-147 CMT TAMP DESIGN SERVICES AGREEMENT (002).PDF
CB 2022-147 CMT TAMP DESIGN SERVICES AGREEMENT.PDF
CMT CONSULTANT AGREEMENT.PDF

6. COUNCIL BILL NO. 2022-526
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1101 East 20th Street, totaling approximately 11,400 square feet of land; and authorizing the City Manager

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

Documents:

CB 2022-526 SUMMARY LAND SALE 1101 EAST 20TH .PDF
CB 2022-526 LAND SALE ORDINANCE 1101 E 20TH.PDF
CB 2022-526 EXHIBIT A 1101 EAST 20TH REAL ESTATE CONTRACT.PDF
CB 2022-526 BID TABULATION 1101 EAST 20TH.PDF
CB 2022-526 MAP OF 1101 E 20TH.PDF

7. COUNCIL BILL NO. 2022-527
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1201 East 20th Street, totaling approximately 17,530 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-527 SUMMARY LAND SALE 1201 EAST 20TH .PDF
CB 2022-527 LAND SALE ORDINANCE 1201 EAST 20TH.PDF
CB 2022-527 EXHIBIT A 1201 EAST 20TH REAL ESTATE CONTRACT.PDF
CB 2022-527 BID TAB 1201 EAST 20TH.PDF
CB 2022-527 MAP OF 1201 E 20TH.PDF

8. COUNCIL BILL NO. 2022-528
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1405 to 1419 East 20th Street, totaling approximately 49,780 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-528 SUMMARY LAND SALE 1405 TO 1419 EAST 20TH .PDF
CB 2022-528 LAND SALE ORDINANCE 1405 TO 1419 EAST 20TH.PDF
CB 2022-528 EXHIBIT A 1405 TO 1419 EAST 20TH REAL ESTATE CONTRACT.PDF
CB 2022-528 BID TAB 1405 TO 1419 EAST 20TH.PDF
CB 2022-528 MAP OF 1405 TO 1419 E 20TH.PDF

9. COUNCIL BILL NO. 2022-529
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

CB 2022-529 SUMMARY BUDGET AMENDMENT.PDF
CB 2022-529 BUDGET AMENDMENT ORDINANCE.PDF
CB 2022-529 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-006
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:

SUMMARY_CB2022-006_ETHICS_READOPTING CH 2_SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2022.PDF
CB2022-006_ETHICS_RE-ADOPTION SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2022.PDF

2. COUNCIL BILL NO. 2022-144
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY SHEET CB2022-144 CANTERBURY.PDF
ORDINANCE SHEET CB2022-144 CANTERBURY.PDF
7TH AND CANTERBURY CONSTRUCTION AGREEMENT.PDF
BID SUMMARY.PDF
LOCATION MAP.PDF

3. COUNCIL BILL NO. 2022-608
AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

SUMMARY MUSEUM STRATEGIC PLAN STUDY CONTRACT AGREEMENT.PDF
2022-608 MUSEUM STRATEGIC PLAN STUDY CONTRACT AGREEMENT.PDF
EXHIBIT A MUSEUM STRATEGIC PLAN STUDY AGREEMENT.PDF
EXHIBIT B MUSEUM STRATEGIC PLAN SCOPE OF WORK.PDF
2022-RFP-08 MUSEUM STRATEGIC PLAN STUDY.PDF

FINALIST INTERVIEW SCORES FOR MUSEUM STRATEGIC PLAN STUDY.PDF
COMMITTEE MEMBER NOTES FROM FINAL INTERVIEW.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2022-525
   AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

   Documents:

   CB2022-525.PDF

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 10, 2022.

   Documents:

   AUCTION LIST.PDF

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 11th day of August 2022 (RSMo 610.020)



JOPLIN MISSOURI

Addressing Public Safety Needs

August 15, 2022

Issues to Address:

- Implementation of the Police and Fire Resource Allocation Studies
- Improving Compensation
- Improving Workload

Improving Compensation:

- Pay Data from MML for Police Officer
- Not all communities participated
- Top 35
- Joplin ranked #69 of participating cities

Municipality	Total Annual Budge	Min Annual	Max Annual
Clayton	$ 34,323,325	$ 66,235.00	$ 79,859.00
Kirkwood	$ 84,791,197	$ 65,144.00	$ 78,925.00
Creve Coeur	$ 26,953,094	$ 61,488.00	$ 79,872.00
Des Peres	$ 16,837,615	$ 61,304.00	$ 85,664.00
Brentwood	$ 54,500,000	$ 60,827.00	$ 80,656.00
Richmond Heights	$ 24,000,000	$ 60,667.00	$ 80,382.00
Maryland Heights	$ 31,500,000	$ 60,000.00	$ 81,339.00
St. Peters	$ 107,217,410	$ 59,529.60	$ 79,372.80
Olivette	$ 10,500,000	$ 59,401.00	$ 80,815.00
Chesterfield	$ 38,000,000	$ 58,500.00	$ 77,397.00
Hazelwood	$ 27,532,271	$ 57,325.00	$ 69,650.00
Wentzville	$ 105,886,176	$ 56,632.00	$ 76,453.00
Florissant	$ 40,000,000	$ 56,014.40	$ 75,379.20
O'Fallon	$ 103,492,664	$ 55,078.00	$ 75,962.00
Crestwood	$ 13,524,241	$ 53,000.00	$ 72,000.00
Lakeshire	$ 485,301	$ 52,312.00	$ 55,848.00
St. John	$ 4,534,233	$ 52,166.00	$ 72,000.00
Glendale	$ 5,949,300	$ 51,262.00	$ 62,905.00
Pacific	$ 9,200,000	$ 50,169.60	$ 60,736.00
Berkeley	$ 15,000,000	$ 50,000.00	$ 55,000.00
Parkville	$ 17,096,898	$ 50,000.00	$ 68,162.00
Riverside	$ 20,610,000	$ 50,000.00	$ 75,000.00
Harrisonville	$ 53,050,724	$ 49,952.00	$ 67,600.00
Overland	$ 9,275,500	$ 48,805.54	$ 65,638.14
Town and Country	$ 15,813,872	$ 48,258.00	$ 87,678.00
St. Clair	$ 6,503,801	$ 47,840.00	$ 56,160.00
Festus	$ 15,002,693	$ 47,174.40	$ 76,419.20
Smithville	$ 18,874,045	$ 46,612.00	$ 65,249.00
Lee's Summit	$ 236,558,612	$ 46,480.10	$ 75,500.05
Warrenton	$ 12,495,662	$ 46,440.00	$ -
Raymore	$ 20,274,465	$ 46,410.00	$ 70,608.72
Blue Springs	$ 45,099,325	$ 45,000.00	$ 79,407.00
Liberty	$ 65,293,252	$ 45,000.00	$ 64,159.00
Nixa	$ 56,098,576	$ 44,866.00	$ 62,192.00
Webb city	$ 13,775,000	$ 44,844.80	$ -

Improving Compensation:

- Pay Data from MML for Police Chief
- Not all communities participated
- Top 35

Municipality	Annual Budge	Min Annual	Max Annual
Des Peres	$ 16,837,615	$ 146,414.00	$ -
St. Peters	$ 107,217,410	$ 132,912.00	$ 164,590.40
Wentzville	$ 105,886,176	$ 125,546.00	$ -
Clayton	$ 34,323,325	$ 122,492.00	$ 153,116.00
Florissant	$ 40,000,000	$ 120,952.00	$ 128,336.00
Kirkwood	$ 84,791,197	$ 118,900.00	$ 166,451.00
Blue Springs	$ 45,099,325	$ 115,148.00	$ 149,697.00
Chesterfield	$ 38,000,000	$ 111,359.00	$ 151,448.00
O'Fallon	$ 103,492,664	$ 110,406.00	$ 148,782.00
Lee's Summit	$ 236,558,612	$ 108,388.80	$ 162,583.20
Brentwood	$ 54,500,000	$ 105,308.00	$ 145,771.00
St. John	$ 4,534,233	$ 105,000.00	$ 135,000.00
Creve Coeur	$ 26,953,094	$ 104,292.00	$ 145,932.00
Maryland Heights	$ 31,500,000	$ 103,044.00	$ 154,904.00
Hazelwood	$ 27,532,271	$ 101,916.00	$ 123,829.00
Town and Country	$ 15,813,872	$ 97,714.00	$ 158,106.00
Berkeley	$ 15,000,000	$ 97,000.00	$ -
Belton	$ 28,000,000	$ 96,093.00	$ 146,217.00
Parkville	$ 17,096,898	$ 94,141.00	$ 133,702.00
Crestwood	$ 13,524,241	$ 94,000.00	$ 119,180.00
Olivette	$ 10,500,000	$ 92,453.00	$ 126,000.00
Glendale	$ 5,949,300	$ 92,277.00	$ -
Raytown	$ 35,724,067	$ 91,376.00	$ 108,525.00
Sikeston	$ 20,000,000	$ 91,145.60	$ -
Liberty	$ 65,293,252	$ 89,692.00	$ 147,841.00
Riverside	$ 20,610,000	$ 88,552.00	$ 132,829.00
Richmond Heights	$ 24,000,000	$ 87,980.00	$ 125,067.00
Platte City	$ 4,000,000	$ 86,281.00	$ 124,961.00
Grain Valley	$ 17,386,282	$ 85,603.25	$ 128,404.87
Raymore	$ 20,274,465	$ 85,200.00	$ 132,884.00
Ozark	24000000	$ 85,000.00	$ 112,000.00
Smithville	$ 18,874,045	$ 83,824.00	$ 125,736.00
Harrisonville	$ 53,050,724	$ 83,432.00	$ 133,491.00
Nixa	$ 56,098,576	$ 83,283.00	$ 128,898.00

Improving Workload:

- Police Resource Allocation Study Recommended hiring an additional 22 officers: $2.2m
- FD Resource Allocation Study Recommended adding a centrically located station and staffing (15): $1.7m

How can these needs be addressed?

Revisiting Proposition Public Safety:

Voters expressed:

- Misuse of existing resources
- Mistrust of the City
- Negative economic conditions (bad timing) & magnitude of property tax impact

Concerns about the Misuse of resources:

- Improve understanding of the City budget through Budget workshops
- Complete the Benchmark and Level of Service Study (Nov/Dec)
- Seek a townhall event facilitated by the Missouri Municipal League
- Improve communication in Council bills about spending/funding

Concerns about the Mistrust of Government:

- Reconstitute the Finance Cmt and ask for a review and recommendation on Proposition Public Safety
- Conduct a financial audit from a different consultant
- Improve City website to share key financial information (Audit, budget, etc.)
- Create a financial dashboard to improve transparency of rev/exp

Concerns about the timing / magnitude:

- Research other tax options such as increasing caps and types of taxes
- After completing previous steps, reassess need for additional revenue in May

Next Steps:

- Implement Internal Equity Adjustments
- Continue work on the FY23 Budget
- Begin work on the process that has been outlined

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN



FY 2023
PROPOSED BUDGET

KEY ACCOMPLISHMENTS IN FY 2022

- Voter Approval of Use Tax
- Internal Equity Study
- Revision of Employee Rules & Regulations
- Review of Current Property Maintenance Codes and Presentation of Recommended Changes
- Implementation of Transition to required State Court Software System (OSCA)
- Community Health Needs Assessment with Regional and Community Stakeholders
- Review and Update Health Department Website
- Develop Adopt-A-Park Program
- Develop Outdoor Recreation Options
- Develop 10-Year Project Plan for Parks/Stormwater Sales Tax Phase III Projects
- Upgrade Public Works' Department Website to include City Overlay Map
- Adopt and Implement Updated Zoning Code
- Evaluate and Assess Communications Operations

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FISCAL YEAR 2022-2023

	Audited Fund Balance at 10-31-21	Projected 2021-2022 Activity				Projected Fund Balance at 10-31-22	Projected 2022-2023 Activity				Projected Fund Balance at 10-31-23
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**19,747,813**	33,893,608	31,368,031	1,968,032	20,305,358	**20,305,358**	33,957,258	30,975,259	2,035,250	21,252,107	**21,252,107**
1/2-Cent Pension Sales Tax	**3,047,633**	8,975,000	8,300,000	-	8,300,000	**3,722,633**	9,201,000	8,946,000	-	8,946,000	**3,977,633**
Public Safety Sales Tax	**12,317,672**	8,981,000	6,372,498	7,081,697	13,454,195	**7,844,477**	9,207,000	6,877,513	2,381,010	9,258,523	**7,792,954**
Convention & Tourism	**1,484,817**	1,525,900	1,309,267	70,500	1,379,767	**1,630,950**	1,534,000	1,384,352	39,000	1,423,352	**1,741,598**
Health & Welfare	**1,622,143**	2,984,375	2,739,977	11,000	2,750,977	**1,855,541**	2,882,758	2,893,330	22,000	2,915,330	**1,822,969**
Parks & Recreation	**246,479**	3,482,177	3,308,432	237,066	3,545,498	**183,158**	3,457,700	3,328,420	271,400	3,599,820	**41,038**
Solid Waste Management	**1,764,799**	3,321,164	3,190,767	17,513	3,208,280	**1,877,683**	3,344,980	3,101,830	160,000	3,261,830	**1,960,833**
Parks/Stormwater Sales Tax	**7,079,900**	4,487,500	1,380,186	2,639,470	4,019,656	**7,547,744**	4,600,500	1,328,759	2,875,000	4,203,759	**7,944,485**
Transportation Sales Tax	**10,394,956**	14,070,054	9,036,737	3,295,044	12,331,781	**12,133,229**	13,701,944	11,780,466	2,782,000	14,562,466	**11,272,707**
Capital Improvement Sales Tax	**21,209,413**	7,952,411	1,027,223	8,519,783	9,547,006	**19,614,818**	8,100,750	574,859	24,845,000	25,419,859	**2,295,709**
Community Development	**(384,575)**	2,845,836	1,949,267	1,604	1,950,871	**510,390**	3,404,175	3,590,856	1,200	3,592,056	**322,509**
Economic Development	**3,816,577**	-	-	-	-	**3,816,577**	-	-	-	-	**3,816,577**
American Rescue Plan Act	**-**	-	-	-	-	**-**	-	-	-	-	**-**
Debt Service	**-**	-	-	-	-	**-**	-	-	-	-	**-**
Infrastructure Improvements	**432,204**	2,039,441	-	2,326,606	2,326,606	**145,039**	9,222,000	2,552,000	5,885,000	8,437,000	**930,039**
Revolving Public Improvements	**631,751**	41,000	113,500	-	113,500	**559,251**	41,000	113,500	-	113,500	**486,751**
Regional Airport	**48,389,413**	5,422,213	510,693	2,494,932	3,005,625	**50,806,001**	3,190,291	2,591,172	310,000	2,901,172	**51,095,120**
Municipal Golf Course	**593,999**	903,500	663,404	216,655	880,059	**617,440**	914,300	720,496	171,000	891,496	**640,244**
Sanitary Sewer	**93,507,321**	20,112,550	(2,344,121)	16,636,467	14,292,346	**99,327,525**	19,762,550	(1,583,624)	15,855,200	14,271,576	**104,818,499**
Central Garage	**412,643**	1,673,000	1,288,977	239,603	1,528,580	**557,063**	1,683,000	1,538,852	2,000	1,540,852	**699,211**
Health Self-Insurance	**2,758,795**	7,060,000	6,994,593	1,207	6,995,800	**2,822,995**	7,060,000	6,995,800	-	6,995,800	**2,887,195**
Workers Compensation Self-Ins	**1,640,090**	997,792	1,099,325	-	1,099,325	**1,538,557**	1,111,709	1,097,793	-	1,097,793	**1,552,473**
Liability & Property Insurance	**1,227,486**	1,580,327	1,379,819	-	1,379,819	**1,427,994**	1,358,834	1,382,746	-	1,382,746	**1,404,082**
Emergency Communications	**1,988,910**	2,311,592	1,596,815	394,302	1,991,117	**2,309,385**	2,311,548	1,350,015	652,063	2,002,078	**2,618,855**
Joplin TIF Commission	**1,712,920**	2,134,668	2,014,000	-	2,014,000	**1,833,588**	1,062,000	1,007,000	-	1,007,000	**1,888,588**
Joplin Redevelopment Corporation	**9,224,324**	-	158,915	-	158,915	**9,065,409**	-	155,000	-	155,000	**8,910,409**

FY 2023 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Governmental	• General Fund is used to account for all ordinary operations of a governmental unit that are financed from taxes and other general revenues • Main operating fund of the City • Accounts for all financial resources of the general government, except those required to be accounted for in a different fund
Special Revenue	• Used to account for revenues from specific taxes or other earmarked revenue sources that by law are designated to finance particular functions or activities of government
Capital Projects	• Governmental funds established to account for resources used for the acquisition of large capital improvements other than those accounted for in proprietary funds.

FY 2023 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Proprietary	• Business-type funds that are generally self-supporting either by outside fees or internal charges • Two types of proprietary funds: ➢ Enterprise Funds-Used to account for government-owned services supported primarily by service charges or user fees ➢ Internal Service Funds-Account for the goods and services provided by one department to another within government on a cost-reimbursement basis

FY 2023 PROPOSED BUDGET
EXPLANATION OF FUNDS

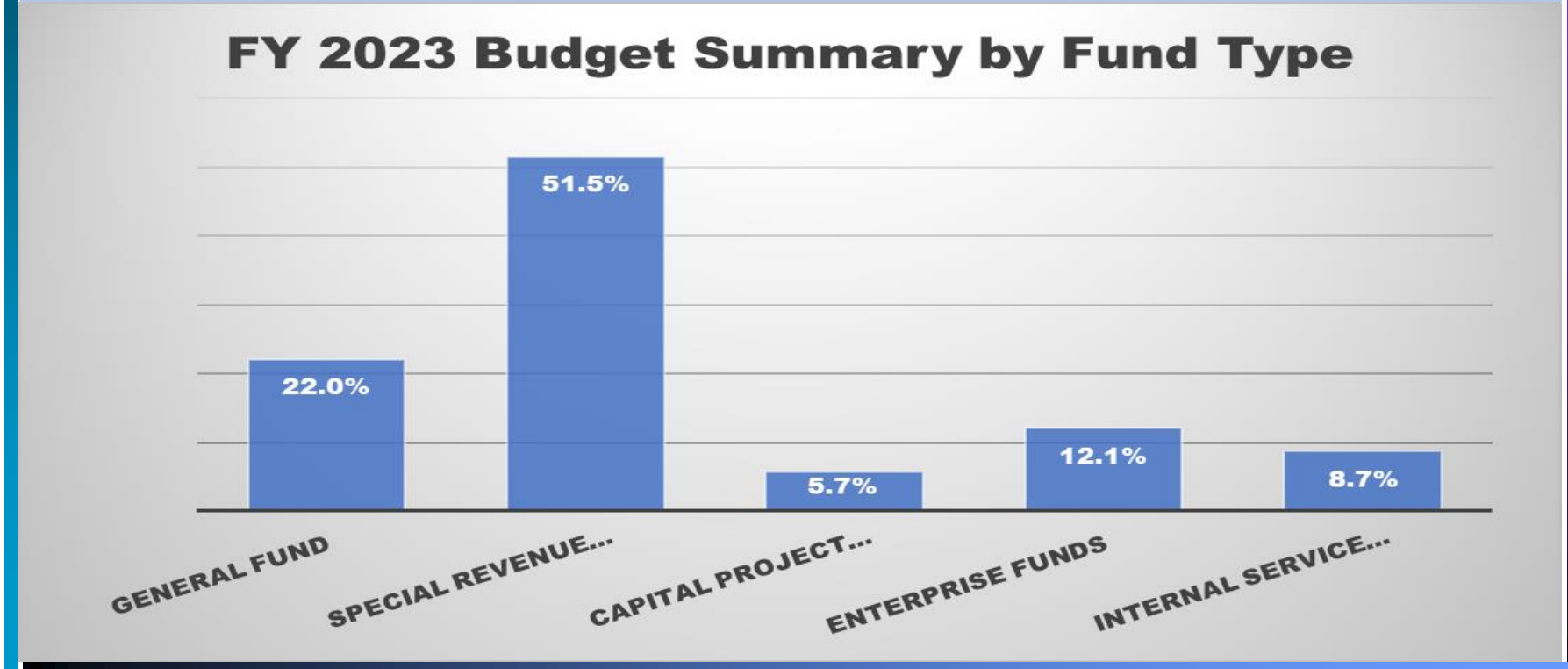
FUND TYPE	FUND DESCRIPTION
Fiduciary	• Funds that account for resources that governments hold in trust for individuals or other governments in a trust capacity
Component Units	• Separate governmental units for which the elected officials of the City are financially accountable

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 69,245,850	$ -	$ 1,061,750	$ 70,307,600
Licenses & Permits	1,897,100	-	-	1,897,100
Fines & Forfeitures	749,100	-	-	749,100
Service Charges & User Fees	3,584,550	24,515,193	-	28,099,743
Charges & Assessments	1,388,614	9,442,043	-	10,830,657
Other Income & Donations	503,900	871,550	250	1,375,700
Intergovernmental	13,987,449	1,742,446	-	15,729,895
TOTAL REVENUES	**$ 91,356,563**	**$ 36,571,232**	**$ 1,062,000**	**$ 128,989,795**
EXPENDITURES				
General Government	$ 6,759,022	$ 11,976,678	$ 1,162,000	$ 19,897,700
Public Safety	32,761,266	1,915,336	-	34,676,602
Public Works	2,473,684	2,736,671	-	5,210,355
Highways & Streets	36,316,028	-	-	36,316,028
Environmental	3,152,700	11,513,080	-	14,665,780
Health Services	2,849,966	-	-	2,849,966
Culture & Recreation	7,037,270	861,065	-	7,898,335
Social Services	5,635,674	-	-	5,635,674
Debt Service	-	278,626	-	278,626
Infrastructure/Economic Development	8,437,000	-	-	8,437,000
TOTAL EXPENDITURES	**$ 105,422,610**	**$ 29,281,456**	**$ 1,162,000**	**$ 135,866,066**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (14,066,047)**	**$ 7,289,776**	**$ (100,000)**	**$ (6,876,271)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 11,298,502	$ 821,000	$ -	12,119,502
Transfers Out	(13,321,394)	(1,802,057)	-	(15,123,451)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,022,892)**	**$ (981,057)**	**$ -**	**$ (3,003,949)**
NET CHANGE IN FUND BALANCE	**$ (16,088,939)**	**$ 6,308,719**	**$ (100,000)**	**$ (9,880,220)**
FUND BALANCE, BEGINNING OF YEAR	**$ 81,746,848**	**$ 159,406,960**	**$ 10,898,997**	**$ 252,052,805**
FUND BALANCE, END OF YEAR	**$ 65,657,909**	**$ 165,715,679**	**$ 10,798,997**	**$ 242,172,585**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 140,516,032	$ -	$ 140,516,032
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	17,687,705	-	-	17,687,705
Unrestricted Fund Balance/Net Assets	47,970,204	21,495,886	10,798,997	80,265,087
TOTAL FUND BALANCE SUMMARY	**$ 65,657,909**	**$ 165,715,679**	**$ 10,798,997**	**$ 242,172,585**

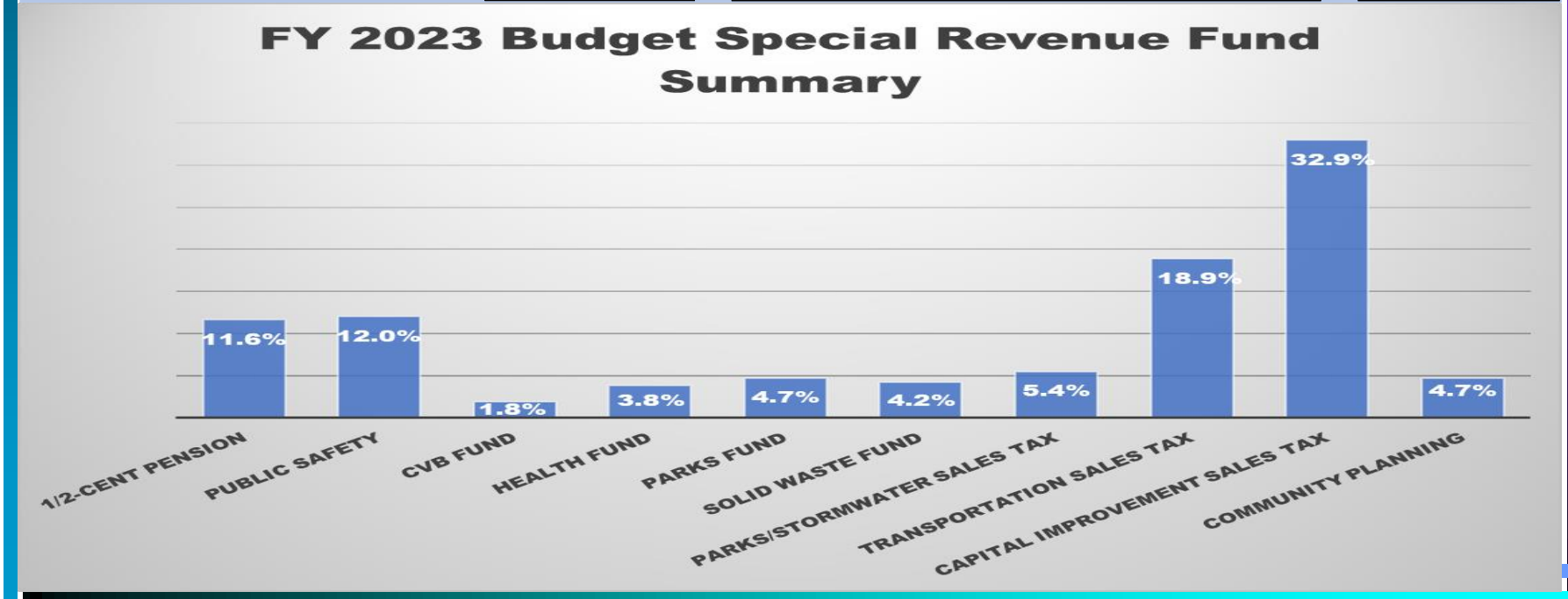
FY 2023 OVERALL BUDGET SUMMARY

Fund Type	FY 2023 Total Revenue	FY 2023 Operational Expenditures	FY 2023 Capital Expenditures	FY 2023 Transfers Out	FY 2023 Total Expenditures
General Fund	$ 33,957,258	$ 25,661,133	$ 2,035,250	$ 5,314,126	$ 33,010,509
Special Revenue Funds	$ 59,434,807	$ 35,707,117	$ 33,468,610	$ 8,007,268	$ 77,182,995
Capital Project Funds	$ 9,263,000	$ 2,665,500	$ 5,885,000	$ -	$ 8,550,500
Enterprise Funds	$ 23,867,141	$ 16,395,716	$ -	$ 1,668,528	$ 18,064,244
Internal Service Funds	$ 13,525,091	$ 12,885,740	$ -	$ 133,529	$ 13,019,269
Total Funds	$ 140,047,297	$ 93,315,206	$ 41,388,860	$ 15,123,451	$ 149,827,517



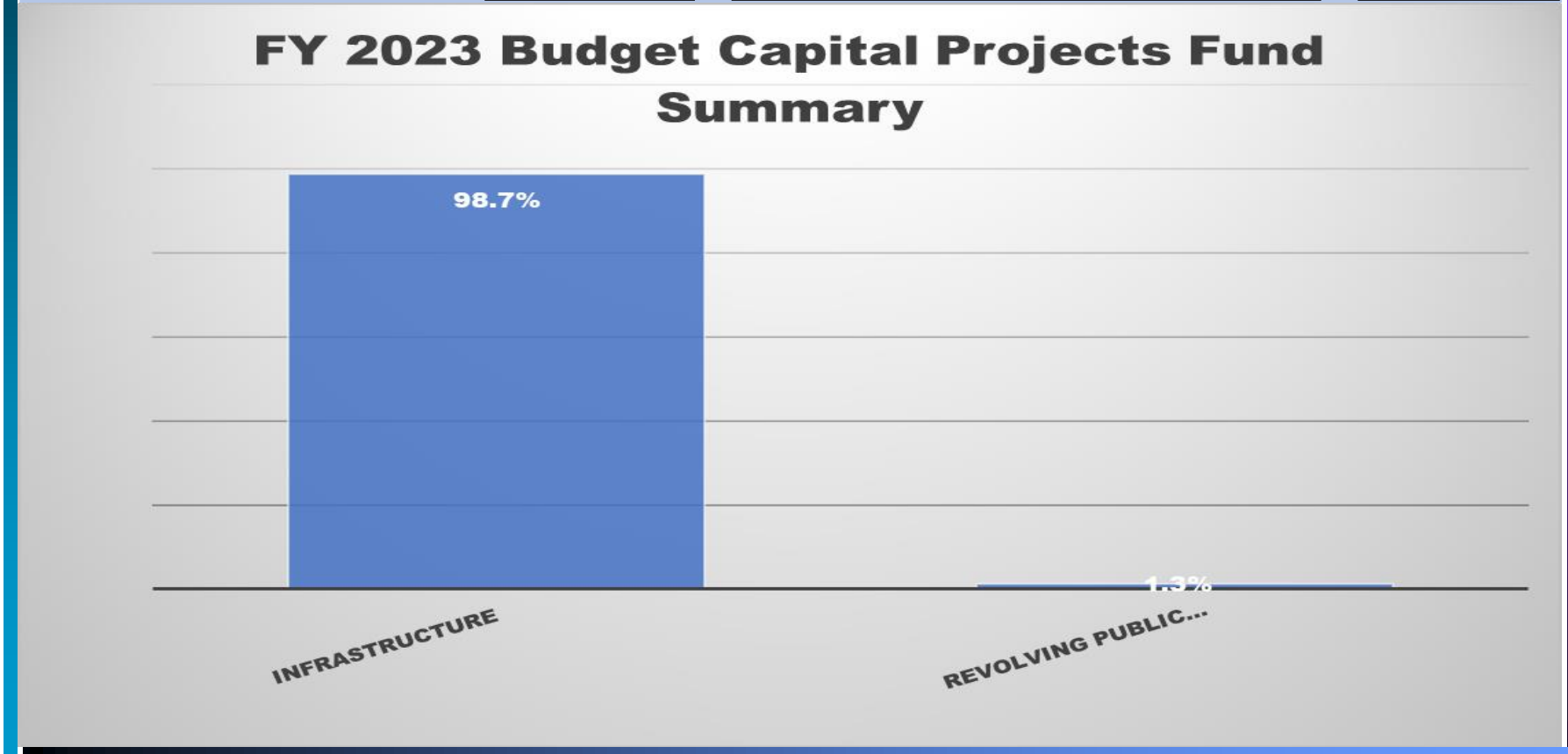
FY 2023 BUDGET SPECIAL REVENUE FUND SUMMARY

FUND	FY 2023 Total Revenue	FY 2023 Operational Expenditures	FY 2023 Capital Expenditures	FY 2023 Transfers Out	FY 2023 Total Expenditures
1/2-Cent Pension	$ 9,201,000	$ 8,946,000	$ -	$ -	$ 8,946,000
Public Safety	$ 9,207,000	$ 5,278,994	$ 2,381,010	$ 1,598,519	$ 9,258,523
CVB Fund	$ 1,534,000	$ 1,309,188	$ 39,000	$ 75,164	$ 1,423,352
Health Fund	$ 2,882,758	$ 2,735,966	$ 114,000	$ 65,364	$ 2,915,330
Parks Fund	$ 3,457,700	$ 3,191,813	$ 271,400	$ 136,607	$ 3,599,820
Solid Waste Fund	$ 3,344,980	$ 3,044,027	$ 160,000	$ 57,803	$ 3,261,830
Parks/Stormwater Sales Tax	$ 4,600,500	$ 1,015,495	$ 2,875,000	$ 313,264	$ 4,203,759
Transportation Sales Tax	$ 13,701,944	$ 6,454,705	$ 2,782,000	$ 5,325,761	$ 14,562,466
Capital Improvement Sales Tax	$ 8,100,750	$ 153,802	$ 24,845,000	$ 421,057	$ 25,419,859
Community Planning	$ 3,404,175	$ 3,577,127	$ 1,200	$ 13,729	$ 3,592,056
American Rescue Plan Act	$ -	$ -	$ -	$ -	$ -
Economic Development Fund	$ -	$ -	$ -	$ -	$ -
Total Special Revenue Funds	$ 59,434,807	$ 35,707,117	$ 33,468,610	$ 8,007,268	$ 77,182,995



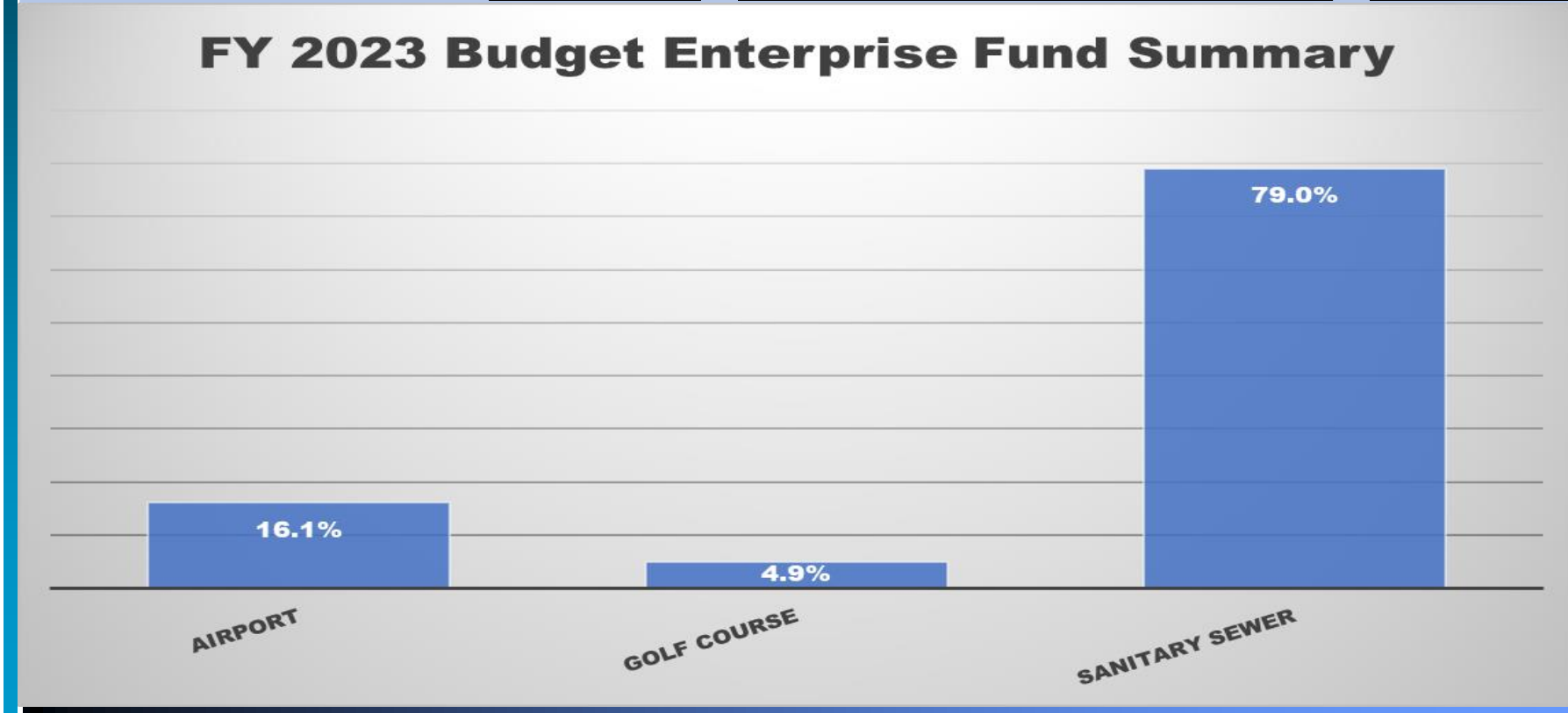
FY 2023 BUDGET CAPITAL PROJECTS FUND SUMMARY

FUND	FY 2023 Total Revenue	FY 2023 Operational Expenditures	FY 2023 Capital Expenditures	FY 2023 Transfers Out	FY 2023 Total Expenditures
Infrastructure	$ 9,222,000	$ 2,552,000	$ 5,885,000	$ -	$ 8,437,000
Revolving Public Improvements	$ 41,000	$ 113,500	$ -	$ -	$ 113,500
Total Capital Projects Funds	$ 9,263,000	$ 2,665,500	$ 5,885,000	$ -	$ 8,550,500



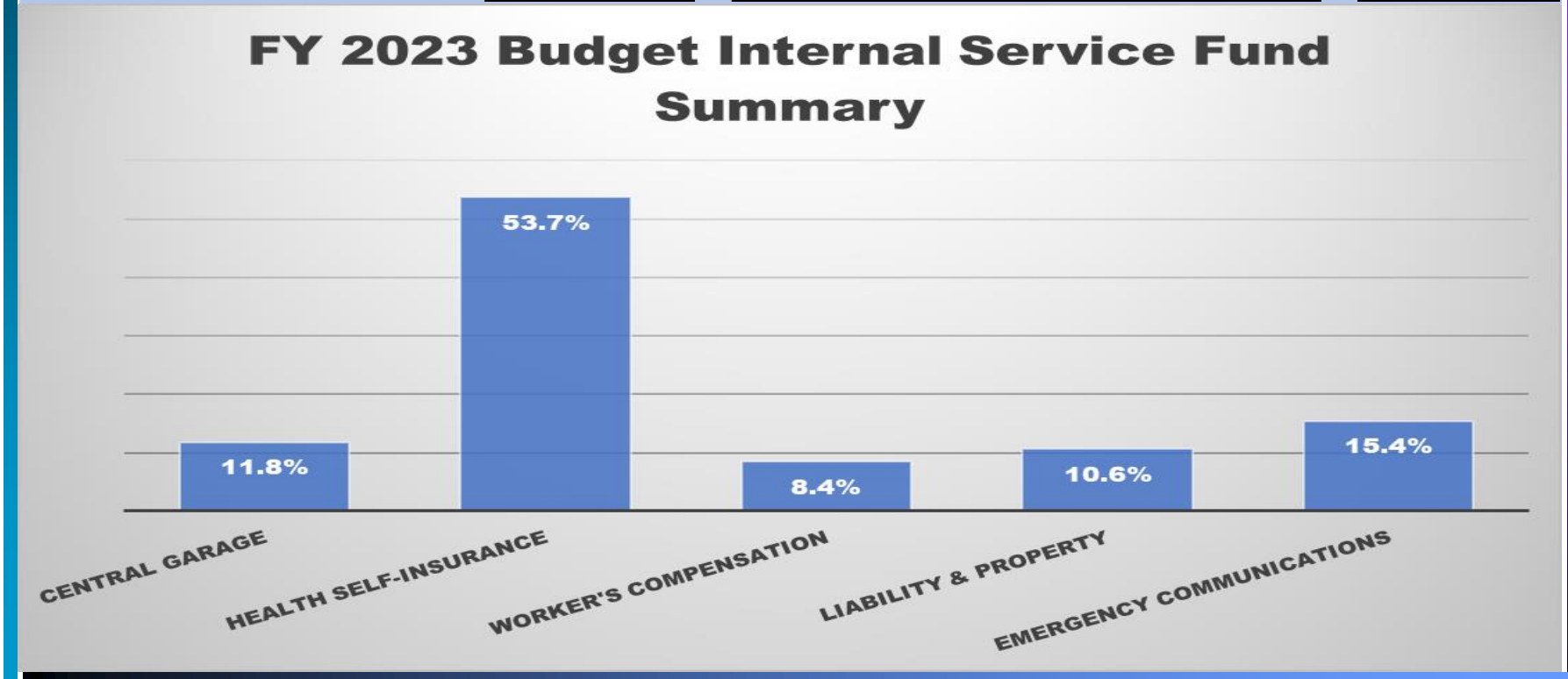
FY 2023 BUDGET ENTERPRISE FUND SUMMARY

FUND	FY 2023 Total Revenue	FY 2023 Operational Expenditures	FY 2023 Capital Expenditures	FY 2023 Transfers Out	FY 2023 Total Expenditures
Airport	$ 3,190,291	$ 2,736,671	$ -	$ 164,501	$ 2,901,172
Golf Course	$ 914,300	$ 861,065	$ -	$ 30,431	$ 891,496
Sanitary Sewer	$ 19,762,550	$ 12,797,980	$ -	$ 1,473,596	$ 14,271,576
Total Enterprises Funds	$ 23,867,141	$ 16,395,716	$ -	$ 1,668,528	$ 18,064,244



FY 2023 BUDGET INTERNAL SERVICE FUND SUMMARY

FUND	FY 2023 Total Revenue	FY 2023 Operational Expenditures	FY 2023 Capital Expenditures	FY 2023 Transfers Out	FY 2023 Total Expenditures
Central Garage	$ 1,683,000	$ 1,494,065	$ -	$ 46,787	$ 1,540,852
Health Self-Insurance	$ 7,060,000	$ 6,995,800	$ -	$ -	$ 6,995,800
Worker's Compensation	$ 1,111,709	$ 1,097,793	$ -	$ -	$ 1,097,793
Liability & Property	$ 1,358,834	$ 1,382,746	$ -	$ -	$ 1,382,746
Emergency Communications	$ 2,311,548	$ 1,915,336	$ -	$ 86,742	$ 2,002,078
Total Internal Service Funds	$ 13,525,091	$ 12,885,740	$ -	$ 133,529	$ 13,019,269



FY 2023 PROPOSED BUDGET ASSUMPTIONS – ALL FUNDS

- No employee wage increases included in the Proposed Budget pending Internal Equity Recommendation; Preserved funding capacity to address wages
- General Employee LAGERS Rate decreased from 13.3% to 13.0% - Overall Estimated Savings $42,500
- Police Employee LAGERS Rate decreased from 17.4% to 16.7% due to Pension Sales Tax one-time contribution of $1,000,000 - Overall Estimated Savings $36,000
- Fire Employee LAGERS Rate increased from 17.7% to 18.7% - Overall Estimated Cost $35,000
- Projected increase in Employee Insurance Benefits - Overall Estimated Cost $170,000

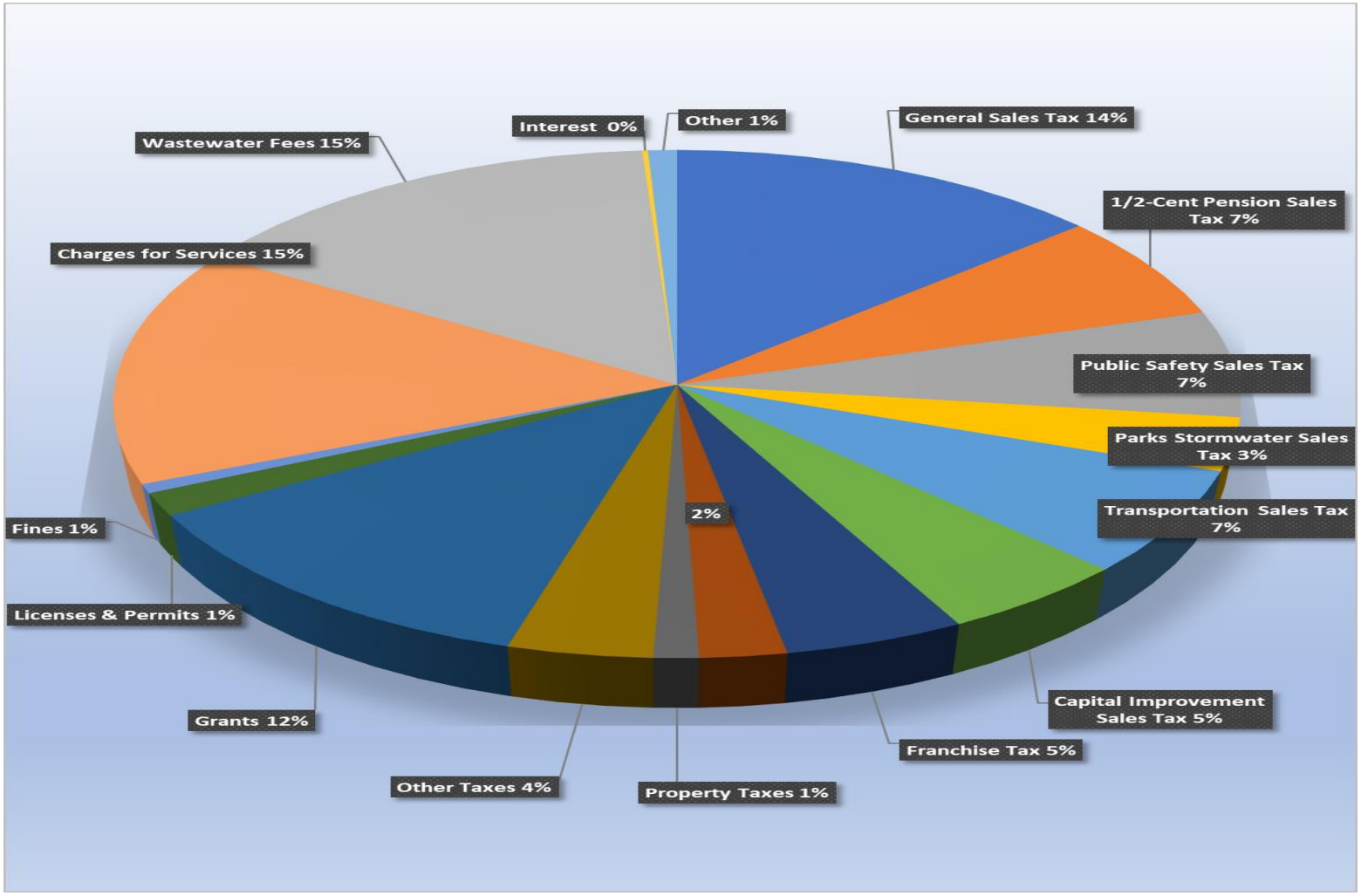
REVENUE HIGHLIGHTS – ALL FUNDS

- **Sales Tax**
  - Projected Sales Tax increase in the FY 2023 Budget is 2% from 2022 estimated actuals
  - Revenue generated from the 1.0% General Sales Tax, 0.5% Pension Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvement Sales Tax is expected to be approximately $54.5 million in FY 2023
  - Revenue generated from the Use Tax, following the same percentages as the Sales Tax categories, is expected to be $3 million in FY 2023

REVENUES – ALL FUNDS
FY 2023 Proposed Budget

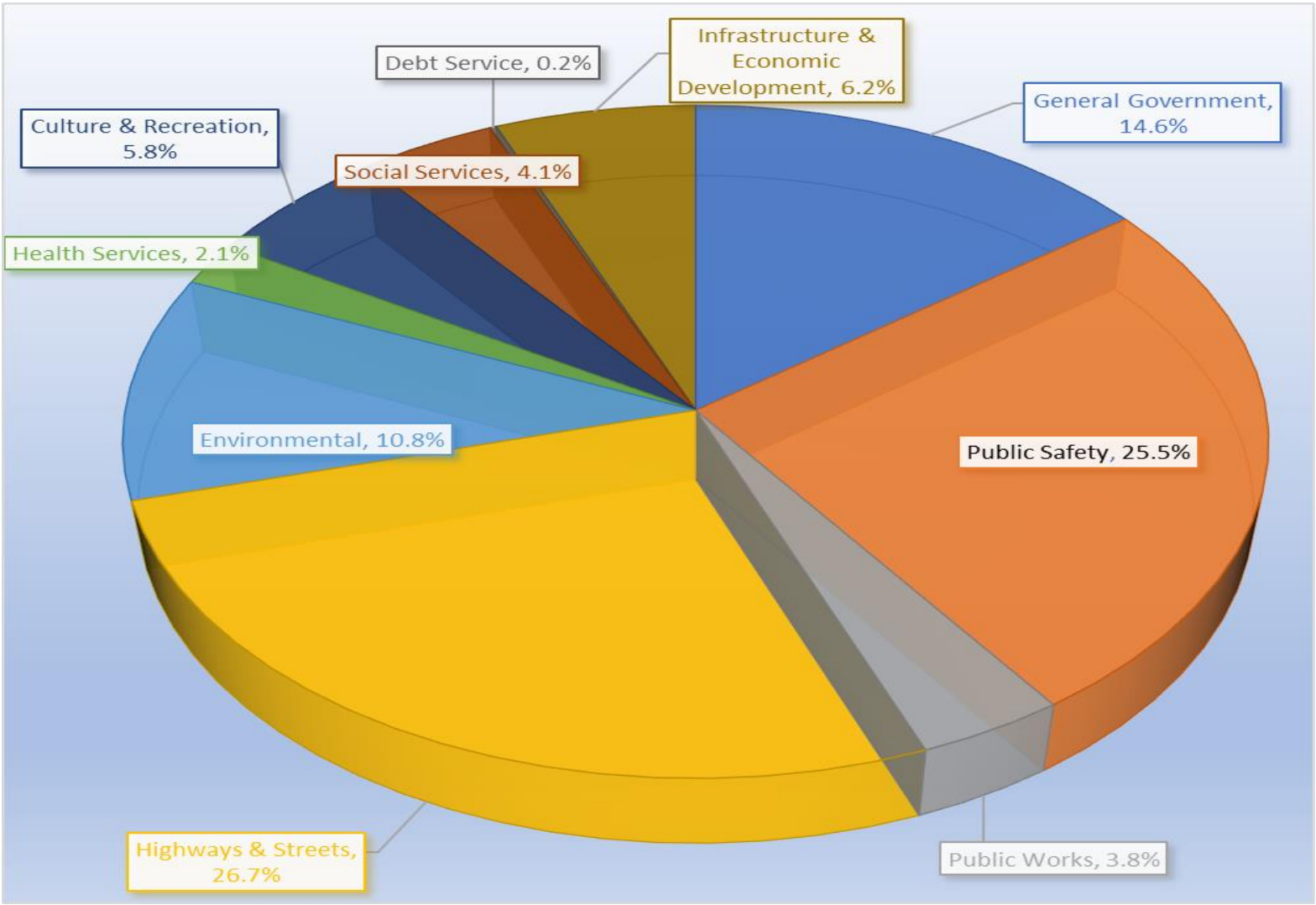
General Sales Tax	$ 17,442,000
1/2-Cent Pension Sales Tax	8,721,000
Public Safety Sales Tax	8,721,000
Parks & Stormwater Sales Tax	4,360,500
Transportation Sales Tax	8,721,000
Capital Improvement Sales Tax	6,540,750
Utility Franchise Tax	6,240,000
Use Tax	3,000,000
Property Taxes	1,554,600
Other Taxes	5,006,750
Intergovernmental (Grants)	15,729,895
Licenses & Permits	1,897,100
Fines & Forfeitures	749,100
Charges for Services	19,450,400
Wastewater Fees	19,480,000
Interest Earnings	225,100
Other Income	1,150,600
TOTAL REVENUE	**$ 128,989,795**

TOTAL REVENUE BY TYPE – ALL FUNDS
FY 2023 Proposed Budget



EXPENDITURES BY FUNCTION – ALL FUNDS

FY 2023 Proposed Budget



POSITION SUMMARY – ALL FUNDS
FY 2023 PROPOSED BUDGET

FY 2023 POSITIONS BY FUND SUMMARY

FUND TYPE	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 PROPOSED	PROPOSED CHANGE
General Fund	258.95	259.90	259.90	-
Special Revenue Funds	221.75	225.00	234.00	9.00
Enterprise Funds	76.25	76.25	77.25	1.00
Internal Service Funds	27.60	26.80	26.80	-
Total Positions by Fund	584.55	587.95	597.95	10.00

FTE Proposed Changes:

Special Revenue Funds: Public Safety Sales Tax-Add 3 Firefighters and 3 Fire Captain positions for Additional Station; Health-Add Grant-Funded WIC Administrative Assistant position; Parks & Stormwater Sales Tax-Add Use Tax funded Park Ranger (2) positions

Enterprise Funds: Sewer Fund-Add Wastewater Plant Technician position funded through Sewer Rate Study

Positions by Fund

Full-Time Equivalent (FTE)

	FYE 2021 Actual	FYE 2022 Actual	FY 2023 Proposed Budget
GENERAL FUND			
City Manager	4.00	4.15	4.15
City Clerk	2.00	2.00	2.00
Legal Services	6.25	6.25	6.25
Human Resources	3.60	4.40	4.40
Building Regulations	6.00	6.00	6.00
Finance	10.00	10.00	10.00
Information Technology	6.00	6.00	6.00
Municipal Court	9.50	9.50	9.50
Public Works	17.40	17.40	17.40
Police	109.80	109.80	109.80
Fire	71.00	71.00	71.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	4.20	4.20	4.20
Total General Fund	**258.95**	**259.90**	**259.90**
SPECIAL REVENUE FUNDS			
Public Safety Sales Tax	55.00	58.00	64.00
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	31.80	31.80	32.80
Parks & Recreation	42.65	42.65	42.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	15.35	15.35	17.35
Transportation Sales Tax	59.20	59.20	59.20
Capital Improvements Sales Tax	1.75	1.75	1.75
Community Planning	7.55	7.80	7.80
Total Special Revenue Funds	**221.75**	**225.00**	**234.00**
ENTERPRISE FUNDS			
Regional Airport	12.80	12.80	12.80
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	52.95	52.95	53.95
Total Enterprise Funds	**76.25**	**76.25**	**77.25**
INTERNAL SERVICE FUNDS			
Central Garage	4.20	4.20	4.20
Worker's Compensation	0.80	0.30	0.30
Liability & Property Self-Insurance	0.60	0.30	0.30
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**27.60**	**26.80**	**26.80**
TOTAL FTE - ALL FUNDS	**584.55**	**587.95**	**597.95**
Not included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

PROPOSED PERSONNEL CHANGES
FY 2023 PROPOSED BUDGET

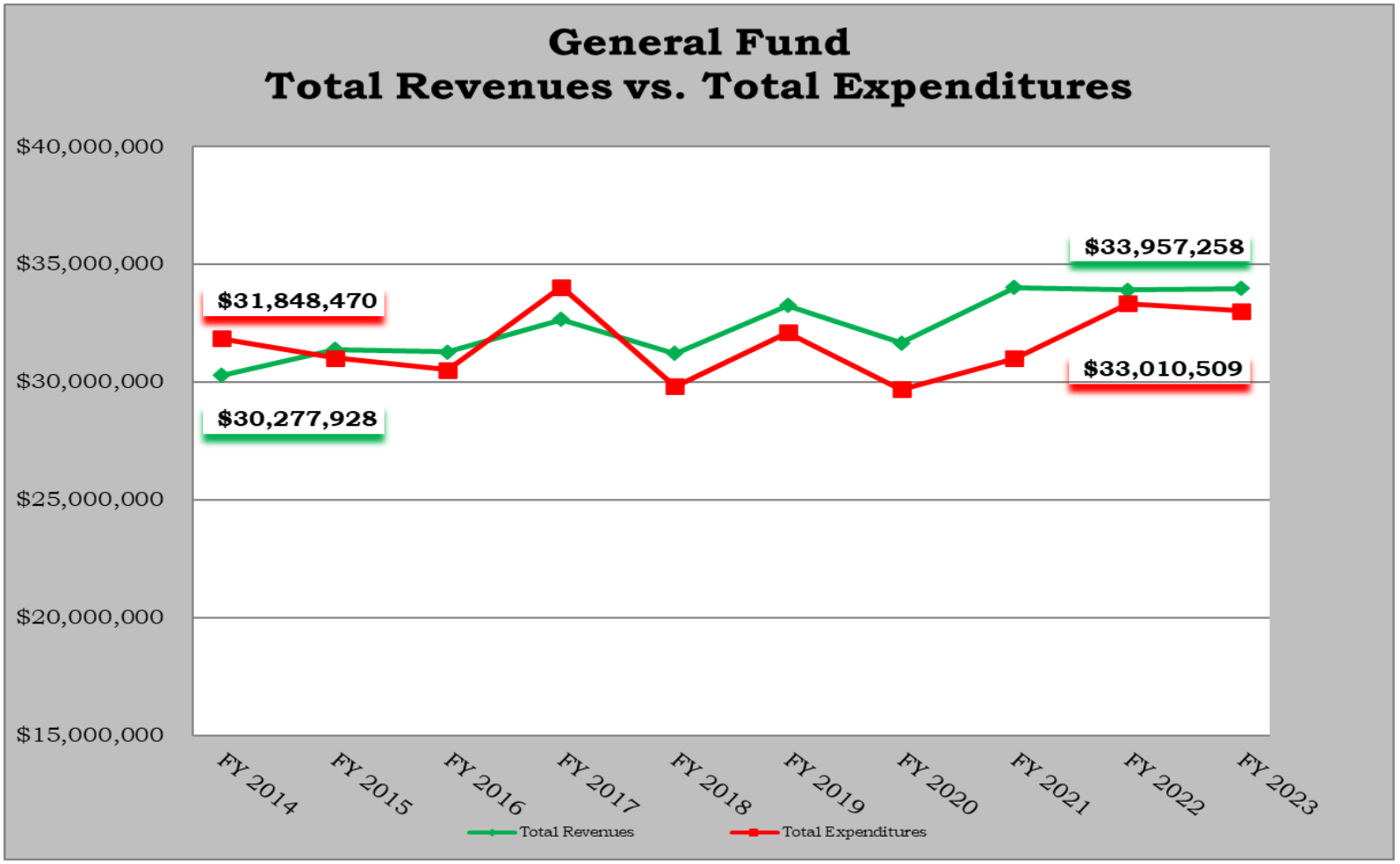
- All Funds:
  - Add 3 Firefighters and 3 Fire Captain positions for Station #7 from Public Safety Sales Tax
  - Add Grant Funded WIC Administrative Assistant position in Health Department
  - Add 2 Park Ranger positions from Parks & Stormwater Use Tax for Action Plan
  - Add Wastewater Plant Technician position funded through Sewer Rate Study

FY 2023 KEY INITIATIVES OTHER FUNDS

- Install Visitor Kiosk to survey guests of City
- Develop Southwest Missouri Tourism Partnership
- Develop Community Health Plan from Community Health Needs Assessment
- Implement Electronic Health Records software system
- Develop Lodging Inspection Program
- Develop Maintenance Plan for each park
- Replace cart paths on 9 holes in conjunction with Public Works and the Special Road District

- Expand Transit Department Safety Plan and CDL Training Program
- Conduct Origin and Destination study related to transportation
- Complete Safety Plan for needed improvements to the City's transportation network
- Begin Migration towards digital plan review of Commercial Projects
- Begin preparation for Capital Improvement Sales Tax renewal
- Begin work on Phase III Parks/Stormwater Sales Tax Projects

GENERAL FUND
FY 2023 PROPOSED BUDGET

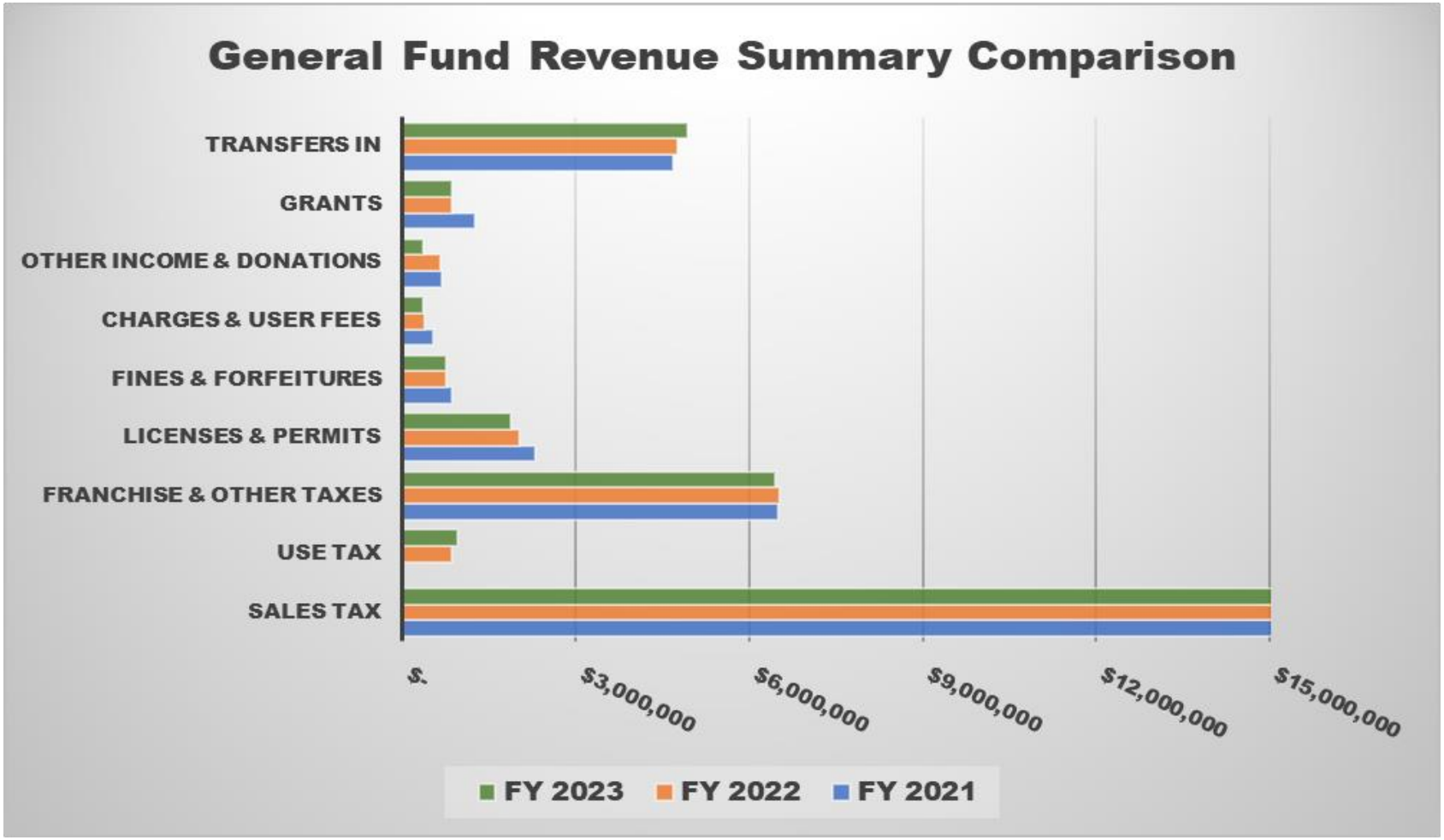


GENERAL FUND REVENUES
FY 2023 PROPOSED BUDGET

FY 2023 BUDGET GENERAL FUND REVENUES

GENERAL FUND REVENUE	FY 2021 ACTUAL	FY 2022 ESTIMATED	FY 2023 BUDGET	PROPOSED CHANGE AMOUNT	%
Sales Tax	$ 17,238,411	$ 17,100,000	$ 17,442,000	$ 342,000	2.0%
Use Tax	$ -	$ 850,000	$ 960,000	$ 110,000	12.9%
Franchise & Other Taxes	$ 6,486,220	$ 6,530,000	$ 6,450,000	$ (80,000)	-1.2%
Licenses & Permits	$ 2,293,070	$ 2,033,100	$ 1,871,300	$ (161,800)	-8.0%
Fines & Forfeitures	$ 847,907	$ 749,100	$ 749,100	$ -	0.0%
Charges & User Fees	$ 532,112	$ 391,514	$ 366,514	$ (25,000)	-6.4%
Other Income & Donations	$ 672,673	$ 641,595	$ 342,900	$ (298,695)	-46.6%
Grants	$ 1,242,492	$ 848,278	$ 843,442	$ (4,836)	-0.6%
Transfers In	$ 4,686,358	$ 4,750,021	$ 4,932,002	$ 181,981	3.8%
Total General Fund Revenue	$ 33,999,243	$ 33,893,608	$ 33,957,258	$ 63,650	0.2%

GENERAL FUND REVENUES
FY 2023 PROPOSED BUDGET



GENERAL FUND REVENUES
MAJOR REVENUE SOURCES

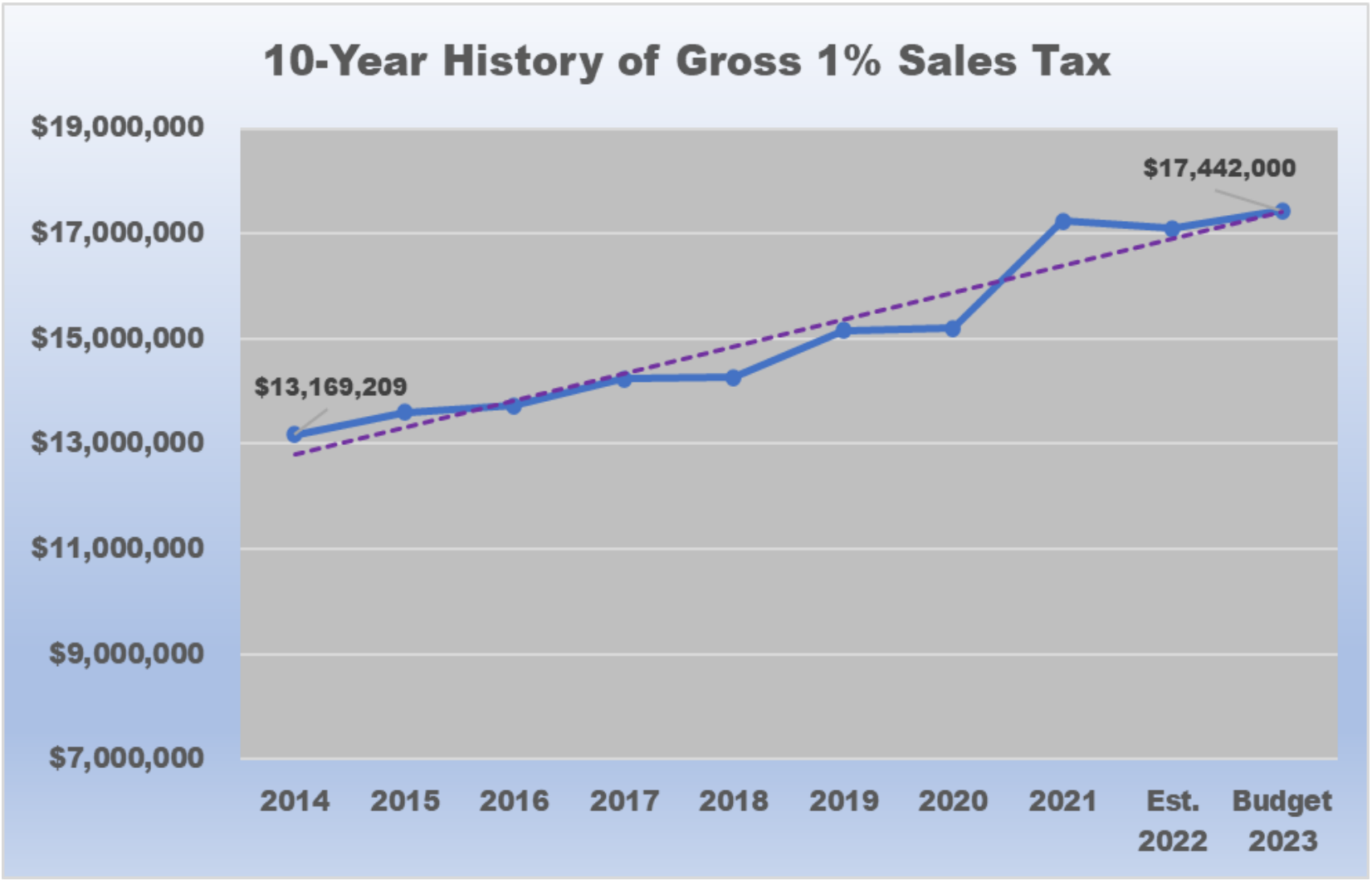
10-YEAR HISTORY OF GROSS 1% SALES TAX

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2014	$ 13,169,209	-3.2%
2015	$ 13,604,721	3.3%
2016	$ 13,726,267	0.9%
2017	$ 14,230,450	3.7%
2018	$ 14,258,932	0.2%
2019	$ 15,150,748	6.3%
2020	$ 15,199,077	0.3%
2021	$ 17,238,411	13.4%
Est. 2022	$ 17,100,000	-0.8%
Budget 2023	$ 17,442,000	2.0%
Average Annual Change		2.6%
Ten Year Average Change		38.5%

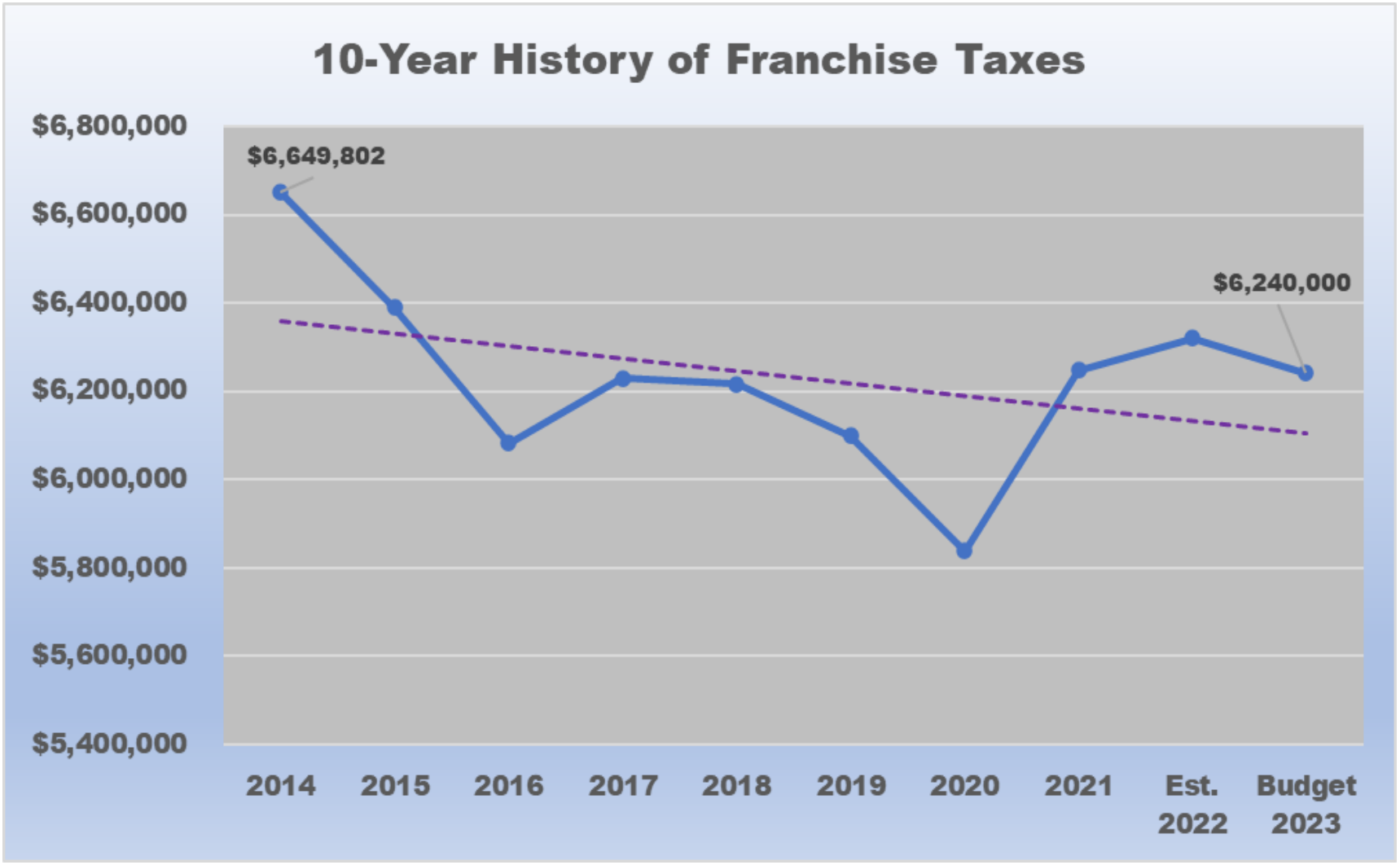
10-YEAR HISTORY OF FRANCHISE TAXES

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2014	$ 6,649,802	2.7%
2015	$ 6,389,210	-3.9%
2016	$ 6,082,435	-4.8%
2017	$ 6,229,719	2.4%
2018	$ 6,216,670	-0.2%
2019	$ 6,099,376	-1.9%
2020	$ 5,837,234	-4.3%
2021	$ 6,247,196	7.0%
Est. 2022	$ 6,320,000	1.2%
Budget 2023	$ 6,240,000	-1.3%
Average Annual Change		-0.3%
Ten Year Average Change		-9.9%

1% GENERAL GROSS SALES TAX

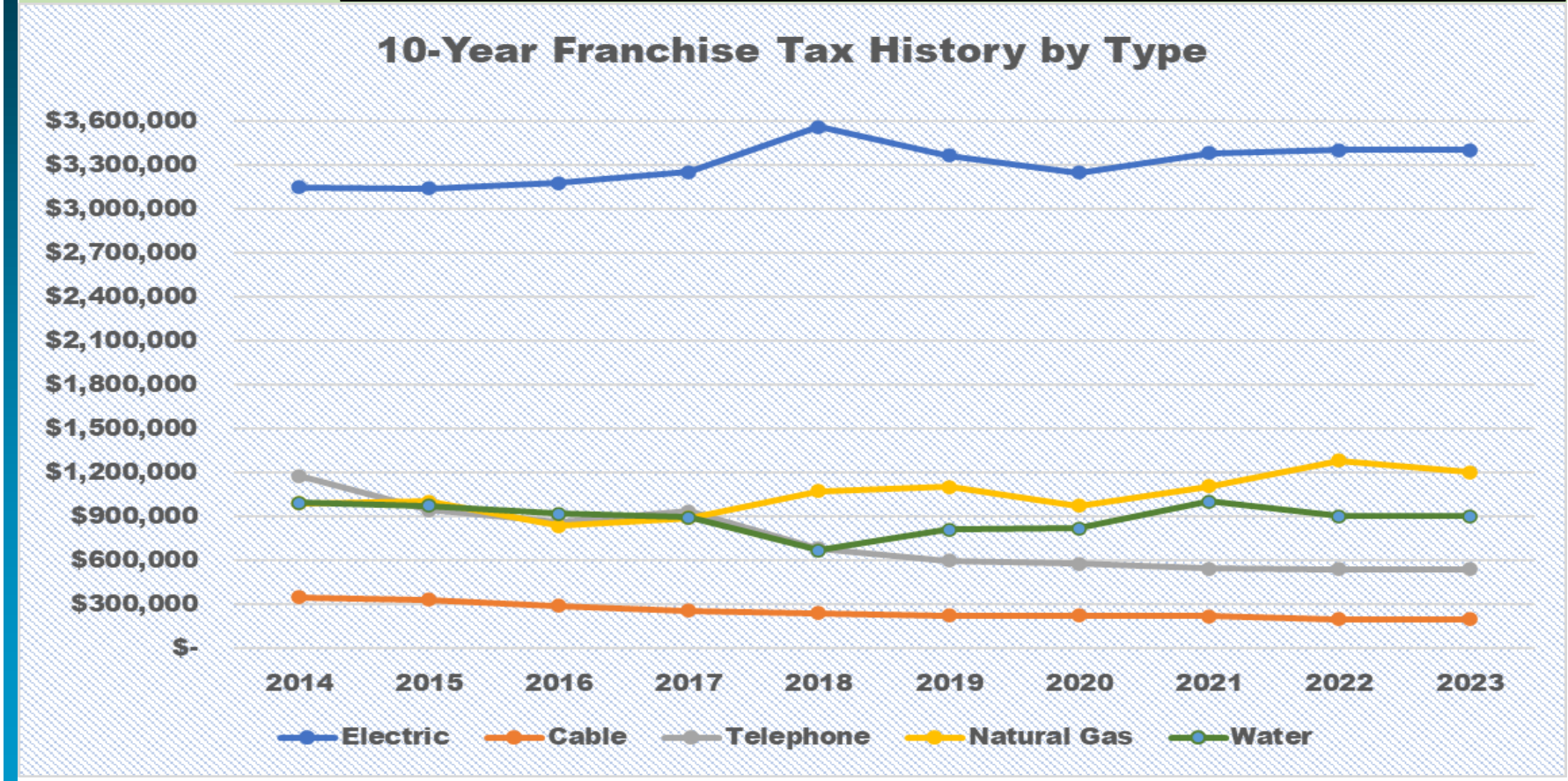


FRANCHISE TAXES



10-YEAR HISTORY OF FRANCHISE TAXES BY TYPE

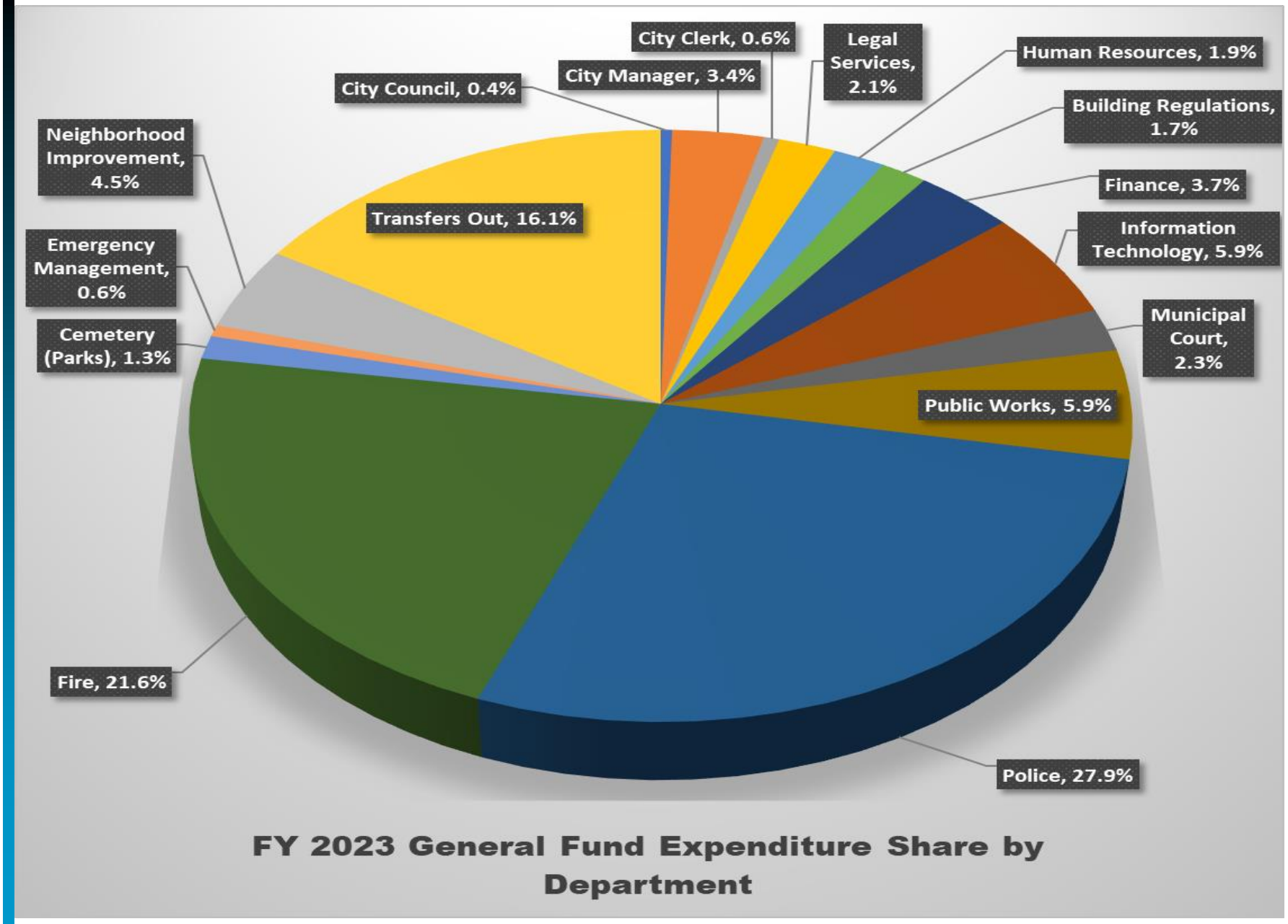
FRANCHISE FEE	2014	2015	2016	2017	2018	2019	2020	2021	Est. 2022	Budget 2023
Electric	$ 3,144,617	$ 3,137,646	$ 3,177,136	$ 3,249,568	$ 3,556,350	$3,362,154	$3,247,194	$3,378,209	$3,400,000	$3,400,000
Cable	$ 346,330	$ 332,852	$ 288,528	$ 258,800	$ 240,193	$ 225,002	$ 222,312	$ 217,569	$ 200,000	$ 200,000
Telephone	$ 1,175,359	$ 944,718	$ 862,156	$ 937,164	$ 680,108	$ 598,596	$ 577,362	$ 543,882	$ 540,000	$ 540,000
Natural Gas	$ 988,252	$ 1,002,529	$ 837,026	$ 891,534	$ 1,071,124	$1,101,139	$ 972,711	$1,104,274	$1,280,000	$1,200,000
Water	$ 995,245	$ 971,465	$ 917,588	$ 892,653	$ 668,895	$ 812,485	$ 817,655	$1,003,262	$ 900,000	$ 900,000
Total Franchise Taxes	$ 6,649,803	$ 6,389,210	$ 6,082,434	$ 6,229,719	$ 6,216,670	$6,099,376	$5,837,234	$6,247,196	$6,320,000	$6,240,000



FY 2023 GENERAL FUND EXPENDITURES BY DEPARTMENT

FY 2023 BUDGET GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	FY 2021 ACTUAL	FY 2022 ESTIMATED	FY 2023 BUDGET	PROPOSED CHANGE AMOUNT	%
City Council	$ 522,022	$ 1,060,884	$ 136,443	$ (924,441)	-87.1%
City Manager	$ 888,338	$ 1,417,853	$ 1,112,396	$ (305,457)	-21.5%
City Clerk	$ 256,060	$ 261,043	$ 188,831	$ (72,212)	-27.7%
Legal Services	$ 661,513	$ 684,575	$ 700,126	$ 15,551	2.3%
Human Resources	$ 368,151	$ 540,086	$ 633,806	$ 93,720	17.4%
Building Regulations	$ 552,699	$ 547,404	$ 568,290	$ 20,886	3.8%
Finance	$ 1,296,394	$ 1,107,116	$ 1,220,228	$ 113,112	10.2%
Information Technology	$ 1,861,658	$ 2,011,037	$ 1,951,303	$ (59,734)	-3.0%
Municipal Court	$ 769,314	$ 755,770	$ 764,562	$ 8,792	1.2%
Public Works	$ 1,897,742	$ 2,141,976	$ 1,960,184	$ (181,792)	-8.5%
Police	$ 9,228,333	$ 9,204,109	$ 9,213,325	$ 9,216	0.1%
Fire	$ 6,114,114	$ 7,035,799	$ 7,133,266	$ 97,467	1.4%
Cemetery (Parks)	$ 333,118	$ 430,321	$ 415,895	$ (14,426)	-3.4%
Emergency Management	$ 191,213	$ 201,019	$ 208,671	$ 7,652	3.8%
Neighborhood Improvement	$ 265,711	$ 298,445	$ 1,489,057	$ 1,190,612	398.9%
Transfers Out	$ 5,786,421	$ 5,638,626	$ 5,314,126	$ (324,500)	-5.8%
Total General Fund Expenditures	$ 30,992,801	$ 33,336,063	$ 33,010,509	$ (325,554)	-1.0%



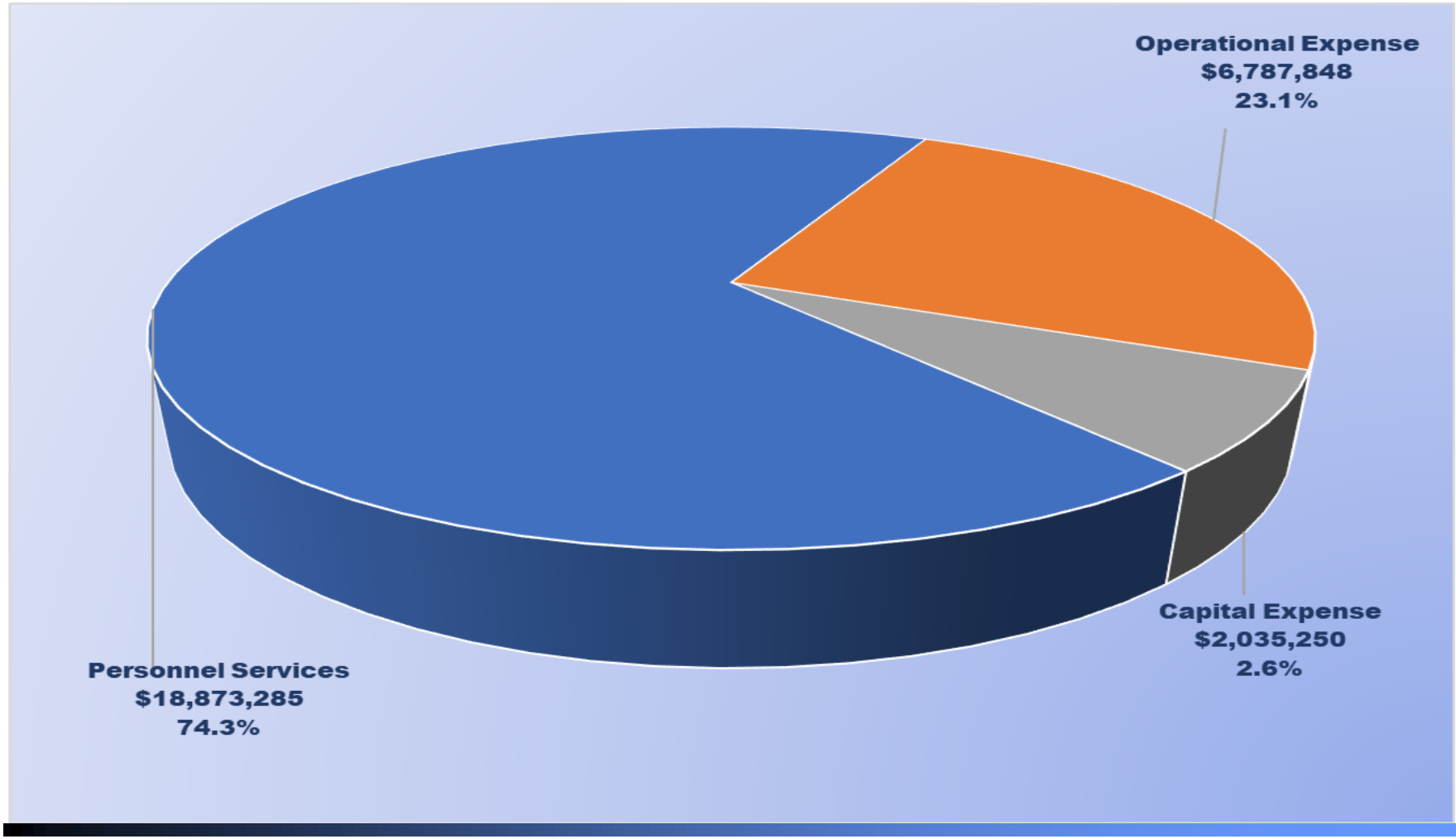
FY 2023 General Fund Expenditure Share by Department

FY 2023 GENERAL FUND EXPENDITURES BY CATEGORY

GENERAL FUND EXPENDITURES BY CATEGORY

CATEGORY	FY 2021 ACTUAL	FY 2022 ESTIMATED	FY 2023 BUDGET	PROPOSED CHANGE AMOUNT	PROPOSED CHANGE %
Personnel Services	$ 18,379,505	$ 18,714,699	$ 18,873,285	$ 158,586	0.8%
Operational Supplies	$ 4,346,179	$ 5,842,934	$ 4,698,000	$ (1,144,934)	-19.6%
Other Purchases/Services	$ 1,427,834	$ 1,171,772	$ 2,089,848	$ 918,076	78.3%
Capital Outlay	$ 1,052,862	$ 1,968,032	$ 2,035,250	$ 67,218	3.4%
Transfers Out	$ 5,786,421	$ 5,638,626	$ 5,314,126	$ (324,500)	-5.8%
Total GF Expenditures	$ 30,992,801	$ 33,336,063	$ 33,010,509	$ (325,554)	-1.0%

GENERAL FUND
TOTAL EXPENDITURES
FY 2023 Budget

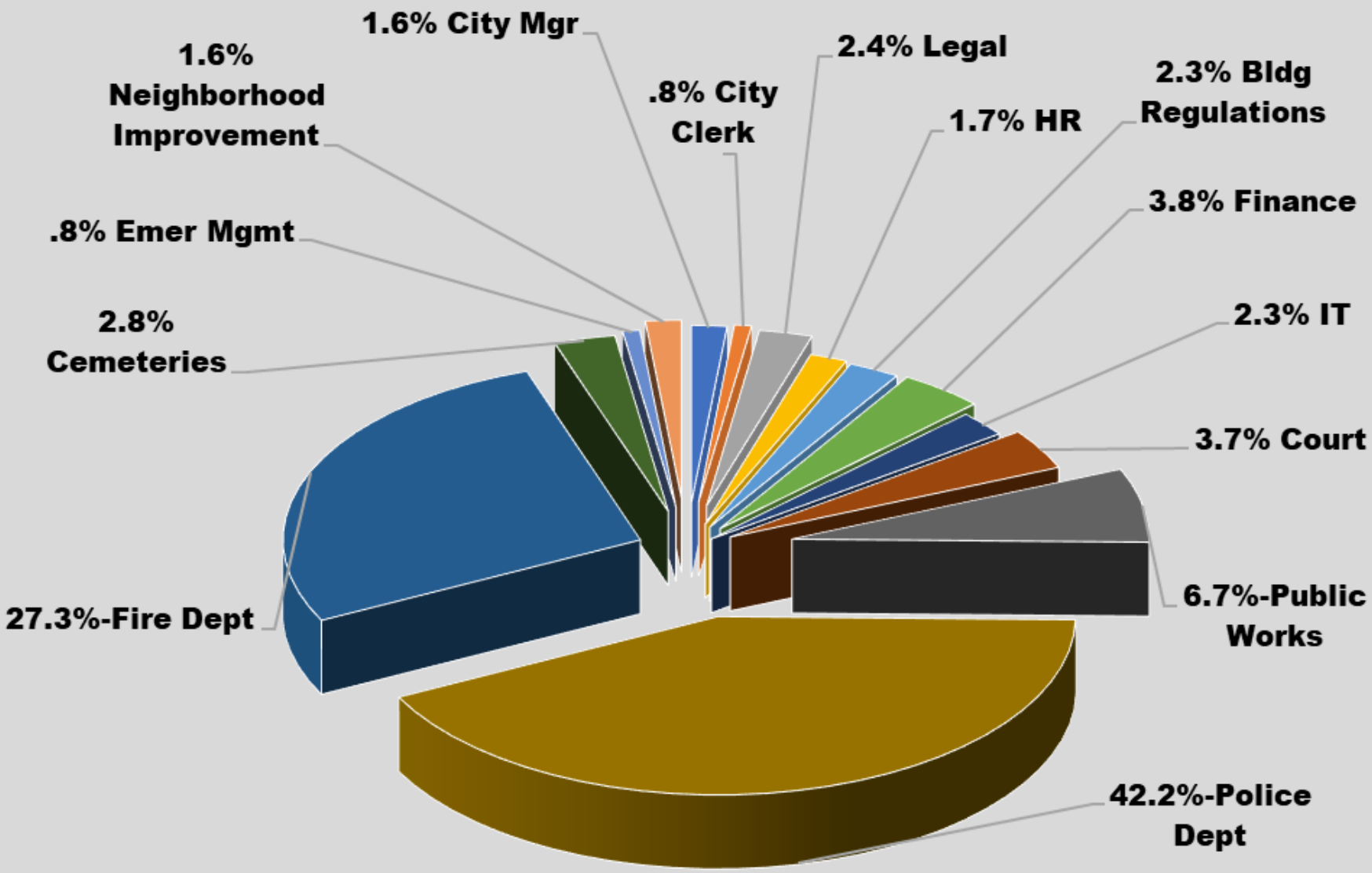


GENERAL FUND
SUMMARY OF POSITIONS BY DEPARTMENT

FY 2023 GENERAL FUND POSITIONS BY DEPARTMENT

DEPARTMENT	FY 2021 ACTUAL	FY 2022 ACTUAL	FY 2023 PROPOSED	PROPOSED CHANGE	% OF TOTAL
City Manager	4.00	4.15	4.15	-	1.6%
City Clerk	2.00	2.00	2.00	-	0.8%
Legal Services	6.25	6.25	6.25	-	2.4%
Human Resources	3.60	4.40	4.40	-	1.7%
Building Regulations	6.00	6.00	6.00	-	2.3%
Finance	10.00	10.00	10.00	-	3.8%
Information Technology	6.00	6.00	6.00	-	2.3%
Municipal Court	9.50	9.50	9.50	-	3.7%
Public Works	17.40	17.40	17.40	-	6.7%
Police	109.80	109.80	109.80	-	42.2%
Fire	71.00	71.00	71.00	-	27.3%
Cemeteries	7.20	7.20	7.20	-	2.8%
Emergency Management	2.00	2.00	2.00	-	0.8%
Neighborhood Improvement	4.20	4.20	4.20	-	1.6%
Total GF Positions	258.95	259.90	259.90	-	100.0%

FY 2023 General Fund Positions by Department

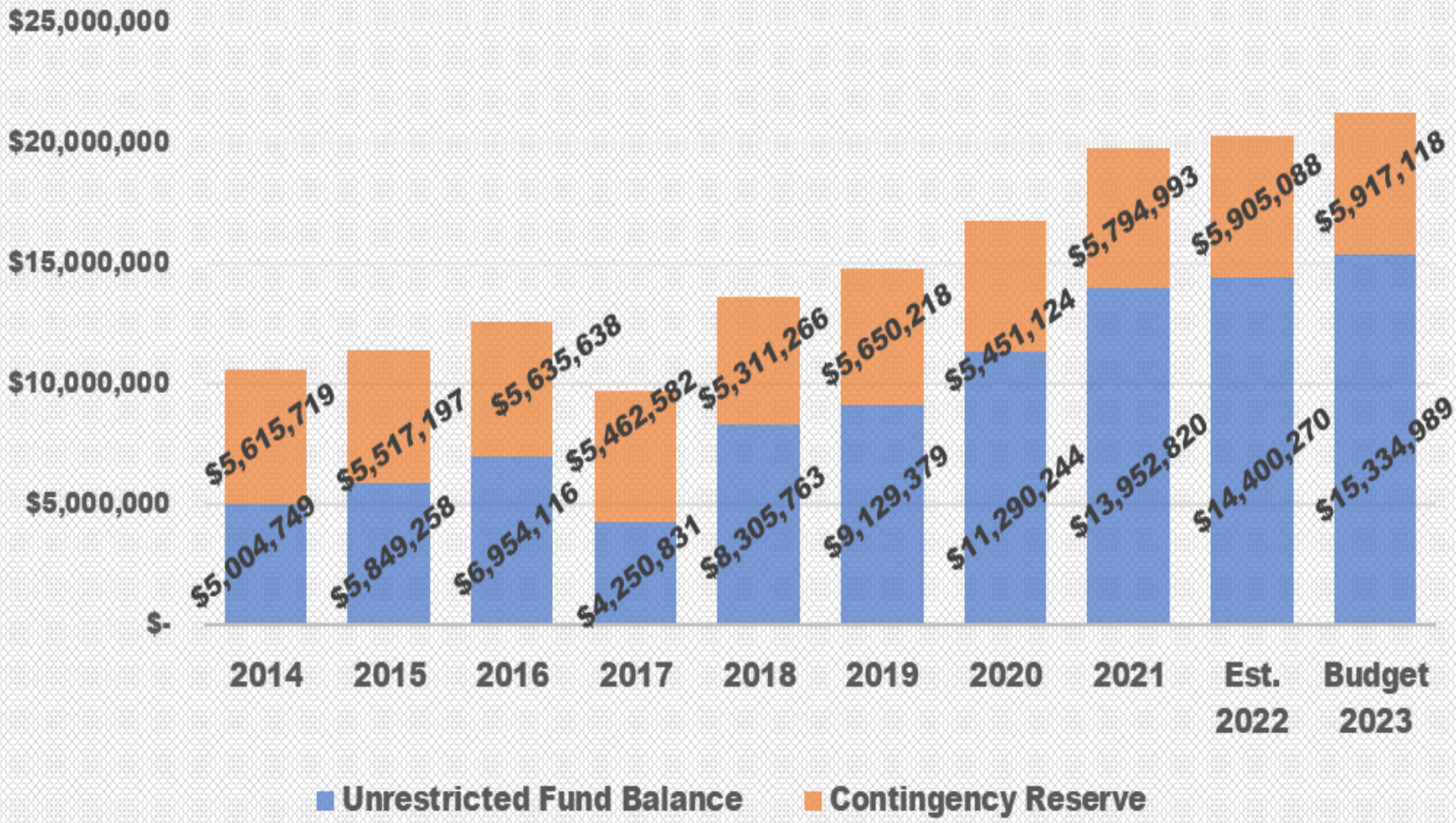


GENERAL FUND
FUND BALANCE

GENERAL FUND 10-YEAR HISTORY OF FUND BALANCE

FISCAL YEAR	UNRESTRICED AMOUNT	CONTINGENCY AMOUNT	TOTAL FUND BALANCE
2014	$ 5,004,749	$ 5,615,719	$ 10,620,468
2015	$ 5,849,258	$ 5,517,197	$ 11,366,455
2016	$ 6,954,116	$ 5,635,638	$ 12,589,754
2017	$ 4,250,831	$ 5,462,582	$ 9,713,413
2018	$ 8,305,763	$ 5,311,266	$ 13,617,029
2019	$ 9,129,379	$ 5,650,218	$ 14,779,597
2020	$ 11,290,244	$ 5,451,124	$ 16,741,368
2021	$ 13,952,820	$ 5,794,993	$ 19,747,813
Est. 2022	$ 14,400,270	$ 5,905,088	$ 20,305,358
Budget 2023	$ 15,334,989	$ 5,917,118	$ 21,252,107

GENERAL FUND 10-YEAR FUND BALANCE HISTORY



FY 2023 KEY INITIATIVES
GENERAL FUND

- Conduct Police Memorial Study
- Implement Time and Attendance System, along with HRIS System
- Develop and Coordinate ARPA/Infrastructure Spending Plan
- Administrative reduction of Incode Court Cases following implementation of state mandated system
- Implement Recommended Beat Configurations from Police Resource Allocation Study
- Establish Mental Health Awareness Program for Police
- Review and Restructure City Ordinances related to Vacant and Dangerous Buildings
- Complete first onsite visit for American Public Works Association (APWA) Accreditation of Public Works Department
- Conduct Community-Based Homeless Strategic Plan
- Remodel workspace in City Hall for additional employees for various Action Plans
- Implement recommendations from Communications Assessment, Benchmark and Level of Service Study and Planning Operational Assessment
- Further Develop and begin Implementation of City Work Group Recommendations

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- General Fund: $ 2,035,250
  - Time & Attendance, HRIS System - $125,000
  - Replacement K9 SUV & Equipment (3) - $175,500
  - Replacement Fire Engine #4 - $900,000
  - Replacement Frontline Attack Hose/Nozzle (7) - $150,000
  - City Hall 1st Floor Remodel - $183,900

- Public Safety Sales Tax Fund: $ 2,381,010
  - Replacement SUV & Equipment (11) - $590,500
  - Central Square Pro Suite Upgrade - $350,000
  - City Hall Mezzanine Remodel - $191,100
  - Replacement Fire Engine #6 - $900,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Convention & Tourism Fund: $ 39,000
  - Various Capital Replacement and New Capital Equipment
- Health & Welfare Fund: $ 114,000
  - Various Capital Replacement and New Capital Equipment
- Parks & Recreation Fund: $ 271,400
  - Various Capital Replacement and New Capital Equipment
- Solid Waste Management Fund: $ 160,000
  - Replacement Leaf Vacuum (2) - $160,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Parks & Stormwater Sales Tax: $ 2,875,000
  - Minor System Improvement - $200,000
  - Ditch & Culvert Improvements, Connecticut between 32nd & 35th - $656,000
  - Ditch & Culvert Improvements, Connecticut between 35th & 37th - $518,000
  - McClelland to Town Green via Tin Cup Trail – Phase 1 - $300,000
  - Low Water Bridge to Grand Falls Trail - $1,135,000

EXPENDITURE HIGHLIGHTS –ALL FUNDS

- Transportation Sales Tax Fund: $ 2,782,000
  - Replacement ¾-Ton 10-Wheeler Dump Truck - $250,000
  - Replace Tractor with Long Arm Mower - $230,000
  - Street Maintenance - $150,000
  - Neighborhood Improvement - $500,000
  - Street Projects (Overlay) - $1,000,000
  - Replacement 22’ MAPS Vehicle (2) - $250,000
  - Replacement Trolley Vehicle - $135,000
  - Ride Scheduling/Dispatch Software - $125,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund: $ 24,845,000
  - Zora – Rangeline to MO 249 (ROW) - $250,000
  - 20th Street – Schifferdecker to Country Club Road (ROW) - $720,000
  - Neighborhood Transportation Improvements (Sidewalk Construction) - $150,000
  - 32nd Street – Schifferdecker to Country Club Road (Construction) - $3,250,000
  - 32nd Street – Country Club to Central City Road (Construction) - $3,250,000
  - Street Surface Repair - $675,000
  - Connecticut – 32nd to 44th (Construction) - $5,100,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund (concluded):
  - Zora – Rangeline to MO 249 (Construction) - $5,850,000
  - 20th Street – Schifferdecker to Country Club Road (Design) - $500,000
  - 6th Street & Virginia Parking Garage Modifications (Construction) - $4,000,000
  - Existing Traffic Signal Upgrades – 4th & Murphy (Design) - $400,000
  - Intersection Improvements – 4th & Murphy Intersection - $700,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Community Planning Fund: $ 1,200
  - Replacement Laptop - $1,200

- Infrastructure Fund: $ 5,885,000
  - Replacement Box Culvert – Cox Avenue (CDBG Entitlement) - $340,000
  - Streetscape Project – Main Street – 8th to 15th Street - $5,500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Airport Fund: $ 310,000
  - Various Capital and Equipment Replacement
- Golf Course Fund: $ 171,000
  - Replacement Fairway Mower (2) - $160,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund: $ 15,855,200
  - Replacement Nova Filter (4) – Shoal Creek - $3,500,000
  - Replacement Intermediate Screw Pump – Turkey Creek - $500,000
  - Replacement SCADA Software – Turkey Creek & Shoal Creek - $580,000
  - East 20th Street Sewer Extension (ROW) - $100,000
  - Re-Route 4th & Highview Sewer (Construction) - $350,000
  - East 7th Street Sewer Extension – Phase 2 of 2 (Construction) - $800,000
  - East Baker's Branch Sewer Extension – Phase 2 of 2 (Construction) - $900,000
  - East 20th Street Sewer Extension (Design) - $300,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund (concluded):
  - I & I Rehabilitation - $1,500,000
  - Tin Cup Parallel Line (Construction) - $4,000,000
  - Crane Road & Arbor Hills Lift Station Elimination - $2,000,000
  - Cleveland Lift Station Consolidation (Design) - $400,000
  - Replacement Freeman Interceptor (Design) - $105,000
  - 20th & Malang Force Main to Shoal Creek Treatment Plant (Design) - $500,000

- Central Garage Fund: $ 2,000
  - Replacement Computer (2) - $2,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Emergency Communications Fund: $ 652,063
  - Replace Portable Radios (39) – $200,070
  - Replace Mobile Radios (44) - $228,360
    (Replacing all Radios – Phase 3 of 4)
  - Replacement Base Station (11) - $100,650

FY 2023 PROPOSED BUDGET

NEXT STEPS

- City Council Budget Work Sessions to cover Budget Overview and Issues & Options on September 20-22, 2022
- Fiscal Year 2023 Budget Adoption on October 17, 2022

JOPLIN CITY COUNCIL
AUGUST 1, 2022
MEETING MINUTES

CALL TO ORDER

The August 1, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Gary Shaw.

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

Motion by Mr. Shaw, second by Mr. Cortez to finalize the amended consent agenda. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.

Council Bill No. 2022-131 will be heard under second and third reading.

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin will join cities nationwide for "America's Night Out Against Crime" when Joplin Police Department hosts the National Night Out event tomorrow, Tuesday, August 2 at Schifferdecker Park. The event kicks off at 5:30 p.m. with free food and drinks served during the event. This is a fun-filled family night with activities for children of all ages. There will also be a free swim at the Schifferdecker Aquatic Center starting at 6:45 pm and ending at 8:45 pm. We hope to see a great crowd again this year because this event is a way to help strengthen community spirit and police-community partnerships.

Murphy Boulevard near Lone Elm Road in northeast Joplin is closed to through traffic for stormwater improvements to be completed in this area. The road should be open by mid-October, weather permitting. Drivers are encouraged to observe traffic signage regarding detours and be cautious while traveling the area. Drivers may want to choose alternative routes due to possible delays. This project is funded through the Parks and Stormwater sales tax.

Reminder - Tomorrow is the Missouri Primary Election. For the City of Joplin, voters will decide on Proposition Public Safety. We encourage citizens to please take the time to vote on Tuesday, August 2. Polls will be open from 6 a.m. to 7 p.m. Voting location questions should be directed to the County Clerk's offices of Jasper and Newton County.

CITIZEN REQUESTS AND PETITIONS

Abbie Covington spoke on the public safety tax.

Mary Price spoke on Proposition Public Safety.

Deborah Ferguson spoke on safety tax and related budget issues.

Krissy Gray spoke on public safety tax.

Bob Reed spoke on Proposition Public Safety.

Mackenzie Roach spoke on Proposition Public Safety.

Joplin Professional Firefighters Local 59 spoke on support for a SAFER Joplin.

Motion by Mr. Copple, second by Mr. DeTar to extend the speaking time of Mr. Humphrey by 1 minute. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR RESOLUTION NO. 2022-012

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

RESOLUTION NO. 2022-012

Mr. Cortez introduced Resolution No. 2022-012 - A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center located at 1918 S. Sergeant Ave. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple that Resolution No. 2022-012 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-266
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-266
Mr. Shaw introduced Council Bill No. 2022-266 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Single-family Residential) property as described below and located at 1908 W. 10 th St., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple to remove this item from tabled status. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2022-266 be placed on First reading and passed. Voting in favor were Council Members: Copple, Farnham, and Shaw, 3. Nays: Cortez, DeTar, Lawson, Spencer, Stinnett, and Williams, 6. The item failed.

CONSENT AGENDA

Motion by Mr. Shaw second by Mr. DeTar to approve the amended Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes of the July 18, 2022, City Council Meeting

AMENDED COUNCIL BILL NO. 2022-274 - AN ORDINANCE repealing Ordinance No. 2004-257, passed by the Council of the City of Joplin, Missouri, November 15, 2004, and adopting a new Zoning ordinance to be codified as Appendix 29 of the Joplin Municipal Code as amended. **Ordinance No. 2022-119.**

RESOLUTIONS

RESOLUTION NO. 2022-010
Mr. Cortez introduced Resolution No. 2022-010 - A RESOLUTION of the City of Joplin, Missouri, approving the final prioritized Community Project List in order to pursue various Federal, State and County grants and committing to the completion of the projects as set forth in the grant requirements, if awarded. Motion by Mr. Cortez, second by Mr. DeTar that Resolution No. 2022-010 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-141

Mr. Copple introduced Council Bill No. 2022-141 - AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP) for the Terminal Area Master Plan Design Services at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2022-141 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-120**.

COUNCIL BILL NO. 2022-142

Mr. Stinnett introduced Council Bill No. 2022-142- AN ORDINANCE authorizing the City of Joplin to enter into an agreement with McClanahan Construction Company Inc., in the amount of Four Hundred Ninety-Four Thousand and 00/100 Dollars ($494,000.00) for construction services associated with the Turkey Creek Wastewater Treatment South Sludge Thickener and Septage Receiving on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause. Motion by Mr. Stinnett, second by Ms. Spencer that Council Bill No. 2022-142 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-121**.

COUNCIL BILL NO. 2022-523

Mr. Shaw introduced Council Bill No. 2022-523 - AN ORDINANCE approving the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. DeTar that Council Bill No. 2022-523 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-122.**

COUNCIL BILL NO. 2022-524

Mr. Copple introduced Council Bill No. 2022-524 - AN ORDINANCE approving Redevelopment Project 3 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-524 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-123**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-277

Mr. Stinnett introduced Council Bill No. 2022- 277 - AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 and 3332 N. St. Louis Ave., in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Dr. Farnham to strike Council Bill No. 2022-277. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. This item was stricken.

COUNCIL BILL NO. 2022-525

Mr. Cortez introduced Council Bill No. 2022-525 - AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-525 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was
read as Council Bill No. 2022-525.

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-131

Mr. DeTar introduced Council Bill No. 2022-131 - AN ORDINANCE authorizing the approval of the 2022 Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and Federal Transit Administration best practices to meet the regulations set in 49 CFR Part 673. Motion by Mr. DeTar, second by Dr. Farnham to pass Council Bill No. 2022-131 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. **Ordinance No. 2022-124.**

UNFINISHED BUSINESS

NEW BUSINESS

Set date for Public Hearing on the Proposed Budget for August 15, 2022.

Set date for Public Hearing on Property Tax Levy for August 22, 2022.

Ms. Spencer would like for the City Manager to establish an oversight committee for the new tax and also have a member of Police and Fire be on the committee.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Shaw to adjourn to closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:46 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

JOPLIN CITY COUNCIL
AUGUST 8, 2022
SPECIAL MEETING MINUTES

Mayor Lawson called the August 8, 2022, Joplin City Council special meeting to order at 5:45 p.m.

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

The City Clerk's office has received the official results of the August 2, 2022, Election as verified by the Jasper and Newton County Clerks.

It is found and declared that the results are as follows:

Proposition Public Safety received 3,587 yes votes and 4,645 no votes.

The measure needed a simple majority for passage. Proposition Public Safety failed.

For the record, 8,232 ballots were cast in this election.

Motion by Mr. Cortez, second by Dr. Farnham to accept the August 2, 2022, election results as submitted. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9.

The meeting adjourned into the work session at 5:47 p.m.

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-140 – Authorizing a purchase agreement between the City of Joplin and Midwest Transit Equipment Inc., for the purchase of three light duty cutaway transit vehicles with Americans with Disabilities Act (ADA) compliant lifts; and containing an emergency clause.

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Public Works – Metro Area Public Transit System (MAPS) Division

ATTACHMENTS
CB2022-140 Ordinance; Bid Tabulation Sheet

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

SUMMARY
This Council Bill is a purchase agreement by and between the City of Joplin and Midwest Transit Equipment Inc., for the purchase of three light duty cutaway transit vehicles with ADA lifts to be used to provide transit service for MAPS and for the Sunshine Lamp Trolley. The total purchase price is Three Hundred Seventy-Eight Thousand, Fourteen and 00/100 Dollars ($378,014.00).

BACKGROUND
Staff conducted a formal bid opening on May 24, 2022, for the purchase of (2) two white light duty cutaway transit vehicles with ADA lifts for MAPS operations and (1) one green light duty cutaway transit vehicles with ADA lift for Trolley operations. Three bids were received. The lowest priced bid was submitted by Midwest Transit Inc. in the amount of $124,616 per MAPS vehicle and $128,782 per trolley vehicle. Total contract price is $378,014. The Federal Transit Administration will reimburse the City of Joplin $321,312.00 or 85% of the cost of the vehicles. City budgeted $241,000 for the purchase of these vehicles. This Council Bill also includes a budget amendment in the amount of One Hundred Thirty-Seven Thousand and Fourteen and 00/100 Dollars ($137,014.00) which increases the funds to meet the previously stated total contract price of $378,014.00. The purchase of these vehicles was approved in the FY2022 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
City staff recommends adoption of the Council Bill on an emergency basis, being an ordinance dealing with a public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately to complete the purchase within funding time limitations.

COUNCIL BILL NO. 2022-140 ORDINANCE NO.

AN ORDINANCE approving a purchase agreement between the City of Joplin and Midwest Transit Equipment Inc.in the amount of Three Hundred Seventy-Eight Thousand, Fourteen and 00/100 Dollars ($378,014.00) for the purchase of three light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts, on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That a purchase agreement be awarded to Midwest Transit Equipment Inc. in the amount of Three Hundred Seventy-Eight Thousand Fourteen and 00/100 Dollars ($378,014.00) for the purchase of three light duty cut-a-way vehicles with ADA lifts 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 Fiscal Year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-523 be amended by increasing revenue in the Transportation Sales Tax account by One Hundred Thirty-Seven Thousand, Fourteen and 00/100 Dollars ($137,014.00).

Section 4. That upon final approval and acceptance of the purchase agreement, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the agreement shall be paid from the Transportation Sales Tax fund.

Section 5. That the City of Joplin declares that this Ordinance dealing with 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 passage. Specifically, this Council Bill needs to be approved as an emergency ordinance in order to complete the purchase within funding limitations.

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

_____, 2022, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-140

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund to pay the amounts called for by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MO OPENING BID TABULATION FORM

BID #2022-08 BID ITEM DESCRIPTION: 23' LIGHT DUTY CUT-A-WAY vehicles

BID OPENING DEADLINE: 10:30am on 6/21/2022 DEPARTMENT: MAPS

REQUISITION NUMBER: TIME OPENED: 10:30 AM

OPENED BY: Robert Lolley WITNESSED BY: Dorothy Weber

VENDOR NAME	CONTACT NAME	PHONE NUMBER	DEBARRED/ SUSPENDED	BID AMOUNT	BASE PRODUCT	Delivery Time
MASTERS TRANSPORTATION 23' vehicle	Thomas Donovan	800-783-3613		$125,090.00	2023 Glaval Universal	270-350 Days
MASTERS TRANSPORTATION 23' vehicle (GREEN)	Thomas Donovan	800-783-3613		$130,090.00	2023 Glaval Universal	270-350 Days
MIDWEST TRANSIT 23' vehicle	Tom Boldwin	800-933-2412	No	$124,616.00	2024 Starcraft Allstar	360-540 Days
MIDWEST TRANSIT 23' vehicle (GREEN)	Tom Boldwin	800-933-2412	No	$128,782.00	2024 Starcraft Allstar	360-540 Days
CENTRAL STATES BUS SALES 23' vehicle	Brady Sears	636-343-6050		$132,355.00	2023 Champion Challenger	365-545 Days
CENTRAL STATES BUS SALES 23' vehicle (GREEN)	Brady Sears	636-343-6050		$137,850.00	2023 Champion Challenger	365-545 Days

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-143
Change Order No. 2 for the East 7th Street Sewer Extension project

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
CB2022-143 Ordinance; Change Order No. 2; Exhibit Map

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a change order with Rosetta Construction for the East 7th Street Sewer Extension project in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09)

BACKGROUND
On April 20, 2022, City staff were alerted to a sewer backup at the Boyd Metals facility located at 1027 S. Byers. Field investigation revealed that the sewer main pipe had collapsed under Byers. Ave. Under normal circumstances, the repair would have been made by having our emergency on-call sewer repair contractor excavate down to the main and replace the defective pipe. However, two things prevented this from happening: 1) City staff were in the process of changing our on-call contractor; and 2) the sanitary sewer main was in the immediate vicinity of two old water mains in the Byers Ave. Street right-of-way whose durability to vibrations were of great concern to the water company. To overcome these obstacles, City staff reached out to Rosetta Construction, whom is already under a construction agreement with the City of Joplin and asked for emergency assistance. To avoid conflicts with the old water mains, City staff reached an agreement with officials at Boyd Metals to re-route the sewer main from 11th Street across Boyd Metals' site, utilizing their newly acquired parcels to reach the existing sewer main east of 12th and Byers. See attached Exhibit Map which shows the route. The old sanitary sewer main was found to be in such bad condition that the entire length needed to be replaced, since it could not be relined in-place.

On August 16th, 2021, Council approved a $539,774.25 construction contract with Rosetta Construction for the East 7th Street Sewer Extension project. Change Order #2, attached, adds $116,796.09 to the construction agreement's value, most of the increase is for the 11th and

Byer's sewer main reroute. The amount of that reroute was below the engineer's estimate of $121,000, which accounted for emergency mobilization and deliveries of materials. The agreement with Rosetta Construction has now increased by over 25% of the original bid amount for extending sanitary sewer along E. 7th Street; but that non-emergency work has only experienced a 6% increase in value, which is within industry standards. Also, additional days are being added to Rosetta's contract time to account for responding to the emergency, along with rainy weather.

FUNDING SOURCE

The Wastewater fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2022-143, a change order with Rosetta Construction for the East 7th Street Sewer Extension project in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09) on an Emergency basis; being an 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 ordinance authorizes payment to the contractor that responded to a sanitary sewer service emergency.

COUNCIL BILL NO. 2022-143 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 2) to the construction agreement with Rosetta Construction, in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09) for the East 7th Street Sewer Extension Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Rosetta Construction in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance authorizes payment to the contractor that responded to a sanitary sewer service emergency

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

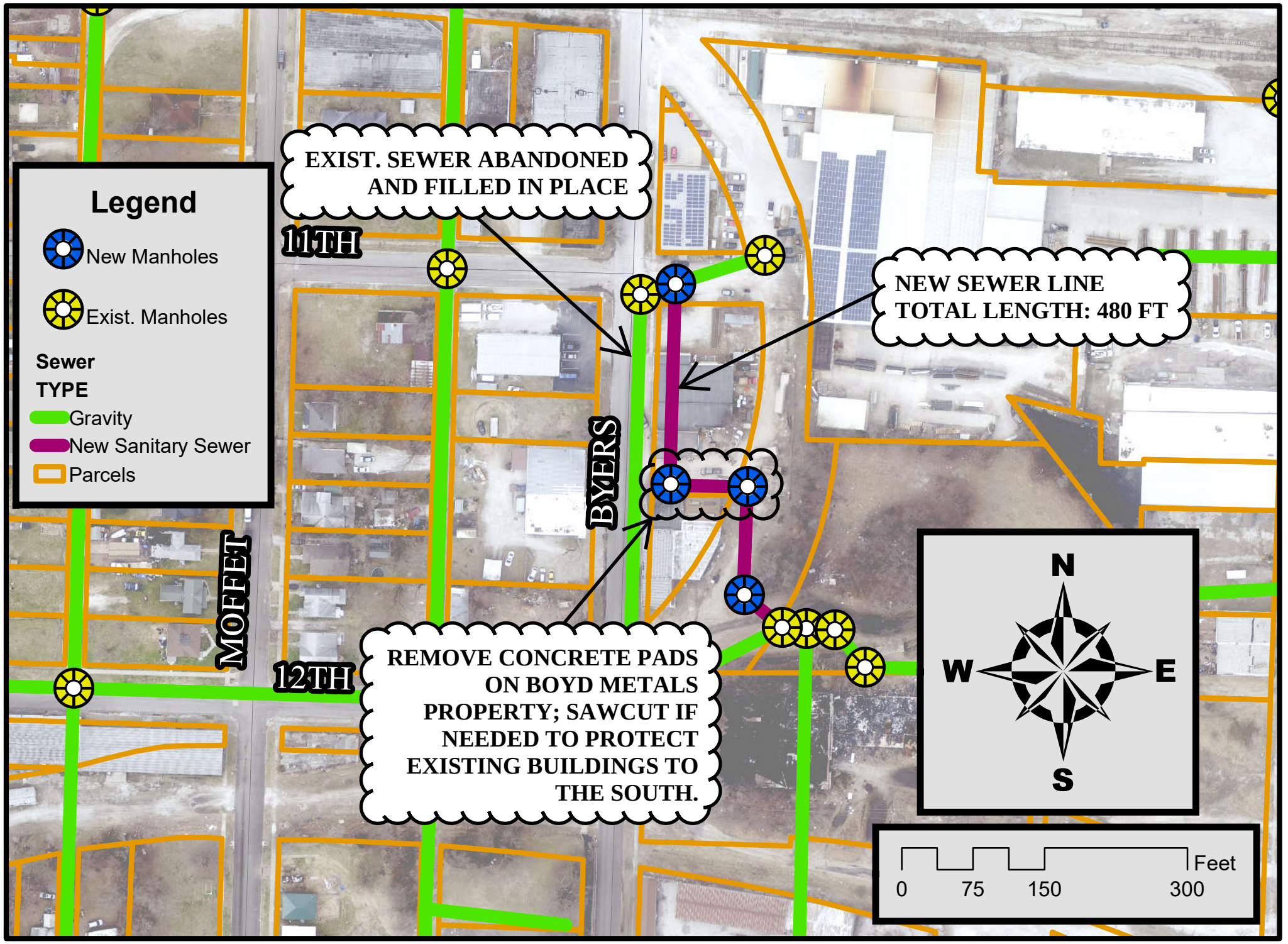
COUNCIL BILL 2022-143

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for by the City Engineer.

_____

Leslie Haase, Director of Finance

BOYD METALS SEWER RE-ALIGNMENT



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022- 145 Acquisition by Condemnation Proceedings for the 15th and Rangeline Intersection Improvement Project

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-145
Exhibit Drawing

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

SUMMARY
This Council Bill approves an ordinance declaring a public necessity for the acquisition of real property and easements from OZH, Inc., by condemnation proceedings for the 15th and Rangeline Intersection Improvement Project.

BACKGROUND
On January 10, 2005, the City Council approved the 1717 Market Place Tax Increment Financing Plan. Funds generated in the district were to be used on various infrastructure improvements including extending 15th Street from Rangeline Road approximately two blocks east. In 2018, the developer requested that the City provide project management for the 15th Street Extension and an amendment was approved to the TIF Plan.

On January 21, 2020, City Council approved a Cost Share Agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of 15th Street and Rangeline Road. The City will use funds from the Infrastructure Improvement Fund to cover their 50% of the costs which will be reimbursed by the TIF. The Cost Share Agreement delegated the acquisition of easements and right of way to the City.

Currently the City has been unable to reach an agreement with OZH Inc., for the purchase of 708 square feet of right-of-way and 25 square feet of temporary easement. The property owner was offered $15,800.00, the fair market value as determined by professional appraisal.

FUNDING SOURCE
Infrastructure Improvements Fund, to be reimbursed by the TIF

RECOMMENDATION

Staff recommends approval of Council Bill 2022- 145 Acquisition by Condemnation Proceedings for the 15th and Rangeline Intersection Improvement Project be approved on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way acquisition to be finalized, allowing construction to begin as scheduled, avoiding any unnecessary delays to the construction schedule, and is therefore an emergency.

COUNCIL BILL NO. 2022-145 ORDINANCE NO.

AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

WHEREAS, the City Council for the City of Joplin, Missouri deems it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project and,

WHEREAS, the proposed 15th and Rangeline Intersection Improvement Project was included in the 1717 Market Place Tax Increment Financing Plan approved by City Council in 2005 and a Cost Share Agreement with the Missouri Highways and Transportation Commission approved by City Council in 2020; and,

WHEREAS, the proposed 15th and Rangeline Intersection Improvement Project was included in the FY21 and FY22 budgets; and,

WHEREAS, after approval of the FY21 and FY22 budgets, the City Manager and his designees had authority to negotiate and acquire by purchase certain interests in property necessary for the construction of the 15th and Rangeline Intersection Improvement Project; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, and by virtue of the Charter of the City of Joplin, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein.

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

Section 1. That it is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing intersection improvements at 15th and Rangeline, to acquire, by purchase or condemnation proceedings, certain fee simple right of way and easements for such public improvements, including but not limited to construction of new roadway, sidewalks, installation, maintenance, and repair of public storm sewer lines, and all work incidental and subsidiary thereto, all of which are situated in the City of Joplin, Jasper County, Missouri, and are legally described in Exhibit "A" attached hereto and incorporated by reference as if fully set forth herein.

Section 2. That the City Manager and his designees have negotiated in good faith with the owners of property herein described for the purpose of acquiring certain fee simple right of way and easements, relating to the property herein described, and are hereby authorized to continue negotiations notwithstanding the filing of condemnation proceedings.

Section 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements.

Section 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such fee simple right of way and easements, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such fee simple right of way and easements in the manner provided by the Revised Statutes of Missouri.

Section 5. That the City of Joplin declares that this Ordinance relating to public improvements, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

Fee Simple Right-of-Way

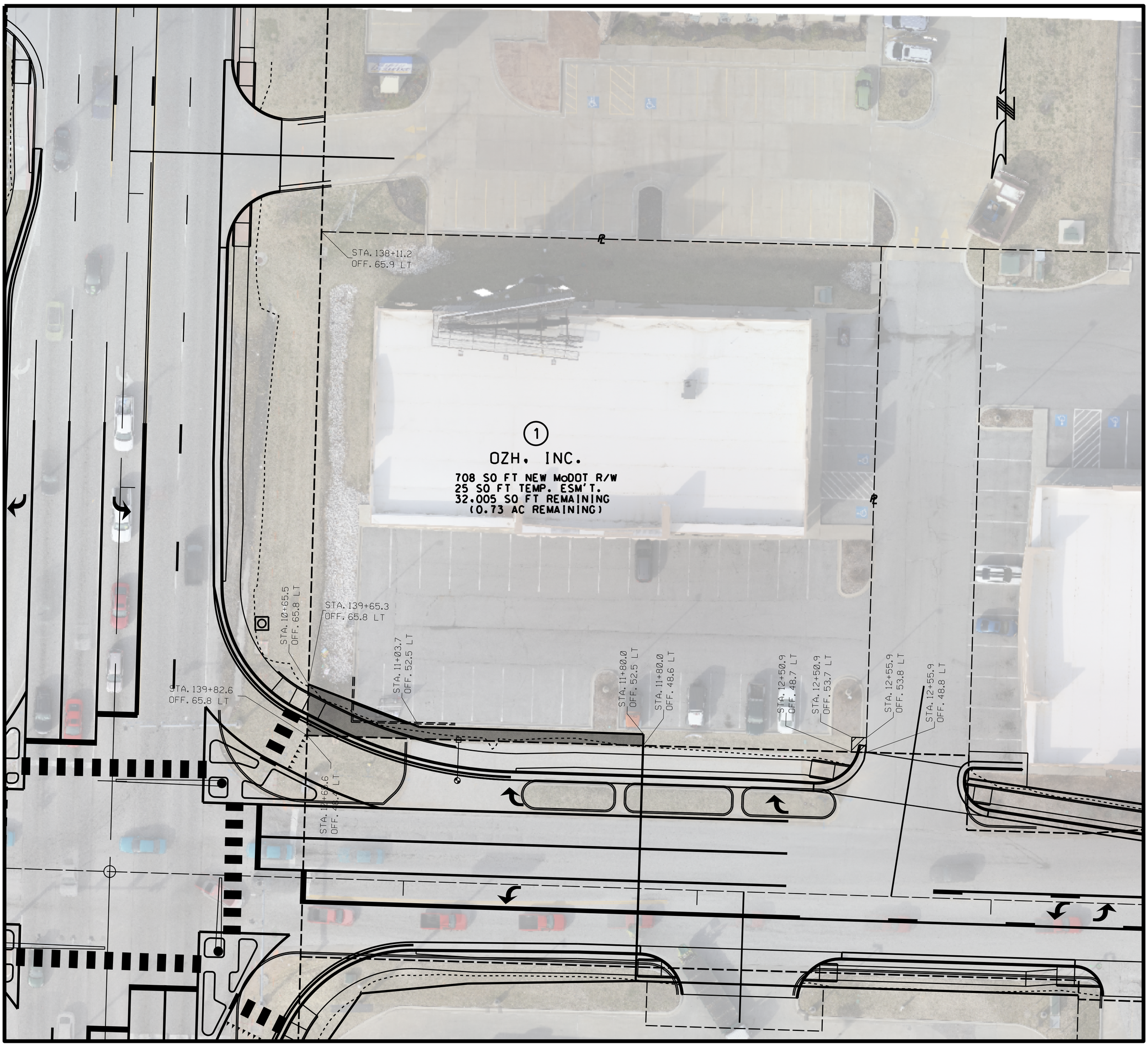
PART OF A TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF LAND IN THE CITY OF JOPLIN, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE JASPER COUNTY RECORDER OF DEEDS OFFICE; THENCE NORTH 88°30'09" WEST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION AND A WESTERLY EXTENSION THEREOF, 587.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGELINE ROAD BEING 65.9' LEFT OF CENTERLINE STATION 138+11.2, RANGELINE ROAD; THENCE SOUTH 1°39'05" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RANGELINE ROAD, 154.06 FEET TO A POINT 65.8 FEET LEFT OF CENTERLINE STATION 139+65.3, RANGELINE ROAD AND 65.8 FEET LEFT OF STATION 10+65.5, 15TH STREET, BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTH 68°59'23" EAST, 40.44 FEET TO A POINT THAT IS 52.5 FEET LEFT OF CENTERLINE STATION 11+03.7, 15TH STREET; THENCE SOUTH 88°10'00" EAST, 76.27 FEET TO A POINT THAT IS 52.5 FEET LEFT OF CENTERLINE STATION 11+80.0, 15TH STREET; THENCE SOUTH 1°50'00" WEST, 3.87 FEET TO A POINT THAT IS 48.6 FEET LEFT OF CENTERLINE STATION 11+80.0, 15TH STREET, SAID POINT BEING ON THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314; THENCE NORTH 88°15'46" WEST ALONG SAID SOUTH LINE, 114.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGELINE ROAD, BEING 48.4 FEET LEFT OF CENTERLINE STATION 10+65.6, 15TH STREET, AND 65.8 FEET LEFT OF CENTERLINE STATION 139+82.6, RANGELINE ROAD; THENCE NORTH 1°39'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF RANGELINE ROAD, 17.35 FEET TO THE POINT OF BEGINNING. CONTAINS 708 SQUARE FEET, MORE OR LESS.

Temporary Easement

PART OF A TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF LOT 7 IN EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST IN THE CITY OF JOPLIN, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE JASPER COUNTY RECORDER OF DEEDS OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, IN SAID EASTGATE SHOPPING CENTER SUBDIVISION, THENCE NORTH 88°30'09" WEST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION, 397.39 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314; THENCE SOUTH 1°43'32" WEST ALONG THE EAST LINE IF SAID TRACT OF LAND, 167.21 FEET TO A POINT THAT IS 53.8 FEET LEFT OF CENTERLINE STATION 12+55.9, 15TH STREET, AND BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 1°43'32" WEST ALONG THE EAST LINE OF SAID TRACT OF LAND, 5.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND BEING 48.8 FEET LEFT OF CENTERLINE STATION 12+55.9, 15TH STREET; THENCE NORTH 88°16'28" WEST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 5.00 FEET TO A POINT THAT IS 48.7 FEET LEFT OF CENTERLINE STATION 12+50.9, 15TH STREET; THENCE NORTH 1°43'32" EAST, 5.00 FEET TO A POINT THAT IS 53.7 FEET LEFT OF CENTERLINE STATION 12+50.9, 15TH STREET; THENCE SOUTH 88°16'28" EAST, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINS 25 SQUARE FEET, MORE OR LESS.



SCALE

0 20 40 60

LEGEND

- PROPOSED RIGHT OF WAY LINE (R/W)
- EXISTING RIGHT OF WAY LINE (R/W)
- PROPERTY LINE (℄)
- GRADING LIMITS (SL)
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EASEMENT LINE
- SECTION LINE
- TCE AREA
- R/W AREA

NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE CODE MO83-WF, NORTH AMERICA DATUM OF 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ANDERSON ENGINEERING INC, IN 2020.

2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY ANDERSON ENGINEERING INC.

3. ADDITIONAL TEMPORARY WORKSPACE IS FOR CONSTRUCTION-RELATED ACTIVITIES FOR THIS ROADWAY.

4. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A ROADWAY AND TO IDENTIFY THE LOCATION OF THE EASEMENT(S).

5. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

OZH. INC.

TRACT	NEW MoDOT R/W (FT.²)	NEW CITY R/W (FT.²)	TCE (FT.²)	SQ FT REMAINING	ACREAGE REMAINING
1	708	0	25	32,005	0.73

TRACT NUMBER

01

RIGHT OF WAY
EXHIBIT "A" TRACT MAP

JASPER COUNTY
MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
·	·			DRAWN BY	
·	·			CHECK BY	
·	·			DATE	
·	·			FIELD BOOK	
·	·			JOB NUMBER	

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH. P.O.BOX 286. MONETT, MISSOURI 65708 · PHONE (417) 236-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 200908717

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-146 Acquisition by Condemnation Proceedings for the 15th and Rangeline Intersection Improvement Project

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-146
Exhibit Drawing

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

SUMMARY
This Council Bill approves an ordinance declaring a public necessity for the acquisition of real property and easements from OZH, Inc., by condemnation proceedings for the 15th and Rangeline Intersection Improvement Project.

BACKGROUND
On January 10, 2005, the City Council approved the 1717 Market Place Tax Increment Financing Plan. Funds generated in the district were to be used on various infrastructure improvements including extending 15th Street from Rangeline Road approximately two blocks east. In 2018, the developer requested that the City provide project management for the 15th Street Extension and an amendment was approved to the TIF Plan.

On January 21, 2020, City Council approved a Cost Share Agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of 15th Street and Rangeline Road. The City will use funds from the Infrastructure Improvement Fund to cover their 50% of the costs which will be reimbursed by the TIF. The Cost Share Agreement delegated the acquisition of easements and right of way to the City.

Currently the City has been unable to reach an agreement with OZH Inc., for the purchase of 996 square feet of right-of-way and 472 square feet of temporary easement. The property owner was offered $22,800.00, the fair market value as determined by professional appraisal.

FUNDING SOURCE
Infrastructure Improvements Fund, to be reimbursed by the TIF

RECOMMENDATION

Staff recommends approval of Council Bill 2022- 146 Acquisition by Condemnation Proceedings for the 15th and Rangeline Intersection Improvement Project be approved on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way acquisition to be finalized, allowing construction to begin as scheduled, avoiding any unnecessary delays to the construction schedule, and is therefore an emergency.

COUNCIL BILL NO. 2022-146 ORDINANCE NO.

AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

WHEREAS, the City Council for the City of Joplin, Missouri deems it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project and,

WHEREAS, the proposed 15th and Rangeline Intersection Improvement Project was included in the 1717 Market Place Tax Increment Financing Plan approved by City Council in 2005 and a Cost Share Agreement with the Missouri Highways and Transportation Commission approved by City Council in 2020; and,

WHEREAS, the proposed 15th and Rangeline Intersection Improvement Project was included in the FY21 and FY22 budgets; and,

WHEREAS, after approval of the FY21 and FY22 budgets, the City Manager and his designees had authority to negotiate and acquire by purchase certain interests in property necessary for the construction of the 15th and Rangeline Intersection Improvement Project; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, and by virtue of the Charter of the City of Joplin, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein.

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

Section 1. That it is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing intersection improvements at 15th and Rangeline, to acquire, by purchase or condemnation proceedings, certain fee simple right of way and easements for such public improvements, including but not limited to construction of new roadway, sidewalks, installation, maintenance, and repair of public storm sewer lines, and all work incidental and subsidiary thereto, all of which are situated in the City of Joplin, Jasper County, Missouri, and are legally described in Exhibit "A" attached hereto and incorporated by reference as if fully set forth herein.

Section 2. That the City Manager and his designees have negotiated in good faith with the owners of property herein described for the purpose of acquiring certain fee simple right of way and easements, relating to the property herein described, and are hereby authorized to continue negotiations notwithstanding the filing of condemnation proceedings.

Section 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements.

Section 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such fee simple right of way and easements, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such fee simple right of way and easements in the manner provided by the Revised Statutes of Missouri.

Section 5. That the City of Joplin declares that this Ordinance relating to public improvements, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

Fee Simple Right-of-Way

PART OF A TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314 AND BOOK 2310, PAGE 48 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF LOT 6 IN EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST IN THE CITY OF JOPLIN, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE JASPER COUNTY RECORDER OF DEEDS OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, IN SAID EASTGATE SHOPPING CENTER SUBDIVISION, THENCE NORTH 88°30'09" WEST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION, 362.39 FEET TO THE NORTHWEST CORNER OF LOT 6 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°43'32" WEST ALONG SAID WEST LINE, 180.18 FEET TO A POINT THAT IS 41.0 FEET LEFT OF CENTERLINE STATION 12+90.9, 15TH STREET, BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 81°36'30" EAST, 100.68 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 2310, PAGE 48, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 6 IN EASTGATE SHOPPING CENTER SUBDIVISION, 29.5 FEET LEFT OF CENTERLINE STATION 13+91.1, 15TH STREET; THENCE SOUTH 86°07'19" WEST ALONG THE SOUTH LINE OF SAID LOT 6, 60.26 FEET TO A POINT THAT IS 23.5 FEET LEFT OF CENTERLINE STATION 13+31.0, 15TH STREET; THENCE NORTH 88°15'46" WEST ALONG THE SOUTH LINE OF SAID LOT 6, 40.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6 BEING 23.4 FEET LEFT OF CENTERLINE STATION 12+90.9, 15TH STREET; THENCE NORTH 1°43'32" EAST ALONG THE WEST LINE OF SAID LOT 6, 17.56 FEET TO THE POINT OF BEGINNING. CONTAINS 993 SQUARE FEET, MORE OR LESS.

Temporary Easement

PART OF A TRACT OF LAND DESCRIBED IN BOOK 1965, PAGE 1314 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF LOT 6 IN EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST IN THE CITY OF JOPLIN, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE JASPER COUNTY RECORDER OF DEEDS OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, IN SAID EASTGATE SHOPPING CENTER SUBDIVISION, THENCE NORTH 88°30'09" WEST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION, 362.39 FEET TO THE NORTHWEST CORNER OF LOT 6 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°43'32" WEST ALONG THE WEST LINE OF SAID LOT 6, 170.96 FEET TO A POINT THAT IS 50.2 FEET LEFT OF CENTERLINE STATION 12+90.9, 15TH STREET; THENCE SOUTH 88°16'28" EAST, 20.00 FEET TO A POINT THAT IS 50.2 FEET LEFT OF CENTERLINE STATION 13+10.9, 15TH STREET; THENCE SOUTH 1°43'32" WEST, 11.56 FEET TO A POINT THAT IS 38.7 FEET LEFT OF CENTERLINE STATION 13+10.9, 15TH STREET; THENCE NORTH 81°36'30" WEST, 20.14 FEET TO A POINT ON THE

WEST LINE OF SAID LOT 6 BEING 41.0 FEET LEFT OF CENTERLINE STATION 12+90.9, 15TH STREET; THENCE NORTH 1°43’32” EAST ALONG THE WEST LINE OF SAID LOT 6, 9.22 FEET TO THE POINT OF BEGINNING. CONTAINS 208 SQUARE FEET, MORE OR LESS.

Temporary Easement

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2310, PAGE 48 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF LOT 6 IN EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST IN THE CITY OF JOPLIN, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE JASPER COUNTY RECORDER OF DEEDS OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, IN SAID EASTGATE SHOPPING CENTER SUBDIVISION, THENCE NORTH 88°30’09” WEST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION, 262.39 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 2310, PAGE 48; THENCE SOUTH 1°43’32” WEST ALONG THE EAST LINE OF SAID TRACT OF LAND, 173.75 FEET TO A POINT THAT IS 48.0 FEET LEFT OF CENTERLINE STATION 13+91.2, BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 1°43’32” WEST ALONG SAID EAST LINE, 18.51 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND BEING 29.5 FEET LEFT OF CENTERLINE STATION 13+91.1, 15TH STREET; THENCE NORTH 81°36’30” WEST, 15.10 FEET TO A POINT THAT IS 31.2 FEET LEFT OF CENTERLINE STATION 13+75.9, 15TH STREET; THENCE NORTH 1°43’32” EAST, 16.79 FEET TO A POINT THAT IS 48.0 FEET LEFT OF CENTERLINE STATION 13+75.9, 15TH STREET; THENCE SOUTH 88°10’00” EAST, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINS 265 SQUARE FEET, MORE OR LESS.



NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE CODE MO83-WF, NORTH AMERICA DATUM OF 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ANDERSON ENGINEERING INC, IN 2020.

2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY ANDERSON ENGINEERING INC.

3. ADDITIONAL TEMPORARY WORKSPACE IS FOR CONSTRUCTION-RELATED ACTIVITIES FOR THIS ROADWAY.

4. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A ROADWAY AND TO IDENTIFY THE LOCATION OF THE EASEMENT(S).

5. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

- PROPOSED RIGHT OF WAY LINE (R/W)
- EXISTING RIGHT OF WAY LINE (R/W)
- PROPERTY LINE (℄)
- GRADING LIMITS (SL)
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- EASEMENT LINE
- SECTION LINE
- TCE AREA
- R/W AREA

OZH, INC.					
TRACT	NEW MoDOT R/W (FT.²)	NEW CITY R/W (FT.²)	TCE (FT.²)	SQ FT REMAINING	ACREAGE REMAINING
2	0	996	472	18,622	0.43

TRACT NUMBER 02

RIGHT OF WAY
EXHIBIT "A" TRACT MAP

JASPER COUNTY
MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
·	·			DRAWN BY	
·	·			CHECK BY	
·	·			DATE	
·	·			FIELD BOOK	
·	·			JOB NUMBER	

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 286, MONETT, MISSOURI 65708 • PHONE (417) 236-0112
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 200908717

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-147 – authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services for the Terminal Area Master Plan (TAMP) at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Public Works-Airport

ATTACHMENTS
CB2022-147 Ordinance; Engineering Design Services Agreement

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

SUMMARY
This Council Bill authorizes an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services for the Terminal Area Master Plan (TAMP) in the not to exceed amount of Five Hundred Twelve Thousand and 00/00 Dollars ($512,00.00).

BACKGROUND
This grant funds the TAMP that is intended to update the Terminal planning for the changes in airline service and fleets that have occurred in the last few years. The increase in aircraft size at JLN has put pressure on the current hold rooms and changes in security requirements have caused some space to be re-utilized in ways that are sub-optimal. After the Runway 13-31 rehabilitation, Terminal Improvements are the next highest priority for projects that were identified in the Airport Capital Improvement Program process last year. This document will help determine what improvements are necessary and provide justification to pursue funding.
This grant is based on a 95/5 Federal /Local share. The Federal share will be $486,400.00 and the local share will be $25,600.00 for a total project cost of $512,000.00.
CMT was selected from a Request for Qualifications

FUNDING SOURCE
Airport Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Council Bill needs to be approved in order to allow the design services to be completed within funding time limitations.

COUNCIL BILL NO. 2022-147 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. in the not to exceed amount of Five Hundred Twelve Thousand and 00/00 Dollars ($512,00.00) for the Terminal Area Master Plan (TAMP) Design Services at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Design Services in the not to exceed amount of Five Hundred Twelve Thousand and 00/00 Dollars ($512,00.00) for the Terminal Area Master Plan Design Services at the Joplin Regional Airport a true and accurate copy of said agreement being attached here to and incorporated herein, is herby approved.

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

Section 3. That upon the final approval and acceptance of the consultants work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund.

Section 4. That the City of Joplin declares that this ordinance relating to 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 passage. Specifically, this Council Bill needs to be approved in order to allow the design services to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Airport Fund to pay the amounts called for on the basis of the bids received by the City of Joplin.

_____
Leslie Haase, Director of Finance

Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-0XX
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 08/04/2022)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, while the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Terminal Area Master Plan", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C)

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as publisihed and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor’s activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it 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 Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) 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 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award

and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR 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 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant 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 Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant 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. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

5. Replacement of DBE Subconsultants: The Consultant 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 the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor 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 Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. 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 Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, 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 Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). 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 Sponsor 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 did not reject 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 Sponsor or by the Consultant.

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. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)

N/A					
			TOTAL DBE PARTICIPATION	$0.00	0.0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Alliiance Architects	400 Clifton Ave., Minneapolis, MN 55403	Terminal space needs planning	$128,660.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of FAA or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis: labor, overhead and profit will be paid for as a lump sum cost of of **$512,000** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or FAA. Once the cumulative amount to be paid to a Subconsultant by the

Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant 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 summary, 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 amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor 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 summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurredduring the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the

Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant 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. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performace of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issed the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and

Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultnat harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, FAA, and/or FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the

Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, FAA, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from

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

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

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

(F) Any insurance policy required as specified in Section (16) 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.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction

contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this Agreement and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives 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 Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, FAA, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the bais of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activites with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended,

which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by oen or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. 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 provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to

be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized

hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(E)1. Above.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be

incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Lynden Lawson - Asst. Director of Public Works for Operations		
SPONSOR'S NAME	City of Joplin, Missouri		
SPONSOR'S ADDRESS	602 S. Main St., Joplin, MO 64801		
PHONE	(417) 624-0820 x-1560	FAX	
E-MAIL ADDRESS	LLawson@Joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a

written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Andy Bodine, P.E., C.M.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	1627 Main Street, Suite 600 Kansas City, Missouri 64108		
PHONE	314.775.6420	FAX	
E-MAIL ADDRESS	abodine@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) 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 Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(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 representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Sponsor: City of Joplin, Missouri	Consultant: Crawford, Murphy & Tilly, Inc
By: _____ Lynden Lawson	By: _____ Ty Sander
Title: Assistant Director of Public Works	Title: Vice President, CMT, Inc.
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

The last Master Plan Update at Joplin Regional Airport (Airport or JLN) was completed in 2014. Since then, the Airport has seen significant development and shifting landscapes, including, but not limited to increased cargo presence, increased passenger service, general aviation (GA) development, and a shift in commercial airline fleet mixes.

Joplin Regional Airport's terminal building is 12 to 15 years old. This building was originally designed to sustain and service a specific number of passengers and aircraft fleet mixes. The building's longevity, along with increasing passenger demand over the past few years and the transformation of commercial aircraft fleets, demands a reevaluation and upgrade of its capacity, layout, and services provided. These and other developments, coupled with a significant shift within the aviation industry overall due to the global COVID-19 pandemic, are driving the need for a new Terminal Area Master Plan (TAMP).

The Airport and Crawford, Murphy & Tilly, Inc. (Consultant or CMT) understand that the industry recovery from COVID-19 is front and center in setting the stage for several aeronautical and non-aeronautical development objectives. The TAMP will provide a vision for the Airport's terminal building in the short, medium, and long-term timeframes up to 20 years. The Scope of Work (SOW) contained herein is focused on completing a holistic review of the terminal building existing conditions, analysis of needs and opportunities, determination of demand/capacity requirements for the passenger terminal, and recommendation of development alternatives to accommodate the expected capacity shortfalls in the terminal and surrounding environment.

The TAMP will define a phased plan for accommodating passenger growth at all aspects of the Airport, but most specifically in and around the passenger terminal. This will define a development plan that can be reflected in the Airport's Capital Improvement Program (CIP). As part of the approval process, an update to the Airport Layout Plan (ALP) will be completed (focused only on ALP sheets impacted by the proposed terminal development program) including revisions necessary to meet FAA SOP 2.0 requirements.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state, and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA Advisory Circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreeman including but not limited to those listed on attached Exhibit IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 25, 2016

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30C Change 1	Airport Winter Safety and Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities

150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
105/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems

150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150-5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150-5370-12B	Quality Control of Construction for Airport Grant Projects
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

6. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

7. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

8. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

9. Guidance for assembling bid package to meet Sponsor’s bid letting requirements.

10. Designate contact person (see Section (23)(A)).

11. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MO
TERMINAL AREA MASTER PLAN
BASIC SERVICES - PLANNING
March 23, 2022

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR (2022 rates)	COST ($)
Principal	0	89.91	$0.00
Project Engineer II	57	72.91	$4,155.87
Project Engineer I	0	57.69	$0.00
Project Manager II	292	69.46	$20,282.32
Project Manager I	484	56.76	$27,471.84
Sr. Engineer I	355	42.66	$15,144.30
Technical Manager II	0	50.99	$0.00
Engineer I	0	32.69	$0.00
Sr. Planner I	432	41.64	$17,988.48
Planner I	630	32.80	$20,664.00
Land Surveyor	0	43.10	$0.00
Sr. Technician I	343	40.40	$13,857.20
Technician II	0	35.18	$0.00
Technician I	0	28.87	$0.00
Project Administrative Assistant	68	27.53	$1,872.04
	2,661		

Total Direct Salary Costs = $121,436.05

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 166.84 % = $202,603.91

3 SUBTOTAL:

Items 1 and 2a = $324,039.96

4 PROFIT:

15 % of Item 3 Subtotal* = $48,605.99

*Note: 0-15% Typical

Subtotal $372,645.95

5 OUT-OF-POCKET EXPENSES:

a. Mileage	4000	Miles @	$0.560	/ Mile =	$2,240.00
b. Meals	14	Days @	$36.00	/ Day =	$504.00
c. Motel	14	Nights @	$150.00	/ Night =	$2,100.00
e. Printing and Shipping				=	$5,000.00

Total Out-of-Pocket Expenses = $9,844.00

6 SUBCONTRACT COSTS:

a. Terminal Development Planning - Alliance = $128,660.00

= $128,660.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 (ROUNDED) = $512,000.00

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT
TERMINAL AREA MASTER PLAN
BASIC SERVICES - PRELIMINARY, DESIGN AND BIDDING
JOPLIN, MO
March 23, 2022

Exhibit V-1

Classification: Gross Hourly Rate:	Principal $275.90	Project Engineer II $223.74	Project Engineer I $177.03	Project Manager II $213.15	Project Manager I $174.18	Sr. Engineer I $130.91	Technical Manager II $156.47	Engineer I $100.31	Sr. Planner I $127.78	Planner I $100.65	Land Surveyor $132.26	Sr. Technician I $123.97	Technician II $107.96	Technician I $88.59	Project Administrative Assistant $84.48	Other Costs $0.00
PLANNING SERVICES																
1. PROJECT FORMULATION																
1.1. Project Scope Preparation				4		6				10						
1.2. Quality Assurance Plan						2				6						
1.3. Kickoff Meeting		4		10	10	8				4					2	
1.4. Airport Objectives & Guiding Principles		2		4	4	2				2						
2. FORECAST INITIATIVE																
2.1. Passenger/Commercial Service Forecast				10	20				8	16		4				
2.2. Military Forecast				4	8				4	8		2				
2.3. Air Cargo Forecast				4	8				4	8		2				
2.4. General Aviation Forecast				8	16				8	8		2				
2.5. Identification of Existing and Future Critical Aircraft				4	4				4	4		1				
2.6. Forecast Working Paper				8	16				8	16		2				
3. AIRPORT PLANNING & DEVELOPMENT																
3.1. INVENTORY OF EXISTING CONDITIONS																
3.1.1. Terminal Area Inventory				8	16	8			8	12		8				
3.1.2. Terminal Utilities Inventory				2	4	4			4	8		2				
3.1.3. Passenger Intercept Surveys and Terminal Observations				4	8	8			8	12						
3.1.4. Airport Tenants and Users Survey				8	16	8			8	24						
3.1.5. Inventory Working Paper				8	8	12			16	12		16				
3.2. FACILITY REQUIREMENTS																
3.2.1. Airside Requirements				8	12	16			20	20		12				
3.2.2. Terminal Demand-Capacity Analysis				8	16	12			12	8		8				
3.2.8. Facility Requirements Working Paper & Presentation				8	8	12			8	24		16				
3.3. ALTERNATIVES																
3.3.1. Airfield Alternatives (Up to 3 concepts)		4		16	24	12			24	20		16				
3.3.2. Terminal Alternatives and Evaluation (Up to 4 concepts)				10	20	8			8	12		12				
3.3.3. Future Amenities Working Session and Analysis				8	16	8			8	8		8				
3.3.4. Eligibility and Justification Analysis				8	8	8			8	8						
3.3.5. Environmental Considerations				2	8	4			8	8		8				
3.3.8. Alternatives Working Sessions & Meetings		8		24	32	12			16	8		16				
3.3.9. Alternatives Working Paper & Preferred Development Plan		5		16	16	8			8	16		16				
4. TERMINAL PROGRAMMING DOCUMENT																$ 128,660
4.1. Architectural Programming Services				4	8	4			8	8		2				
4.2. Terminal Financial Plan		2		8	16	8			16	10		4				
4.3. Terminal Programming Working Paper		2		4	8	4			8	8		2				
5. STAKEHOLDER/PUBLIC ENGAGEMENT																
5.1. Website Coordination and Design				4	8	4			4	4					4	
5.2. General Tenant Information Meetings (up to 2 meetings)		5		4	12	8			8	4		4			1	
5.3. City Leadership Presentations (up to 3 presentations)		4		4	12	8			8	8		4			1	
6. PROJECT MANAGEMENT																
6.1. Project Progress Reports				8	16	8			8	60					5	
6.2. Biweekly Status Coordination		10		16	32	24			24	36						
6.3. Project Administration/Coordination & General Planning				16	32	36			56	60					40	
6.4. FAA Deliverable Review Coordination		8		8	16	12			24	40					8	
7. DELIVERABLES																
7.1. TERMINAL AREA MASTER PLAN																
7.1.1. Terminal Area Master Plan Report		2		8	24	12			24	40		8			4	$ 9,844.00
7.1.2. Executive Summary		1		4	2	4			8	16		4			2	
7.1.3. Summary of Documentation and Deliverables						8			8	8					1	
7.2. APPLICABLE ALP SHEETS UPDATE																
7.2.1. Coversheet						1				2		4				
7.2.2. Future Airport Layout Drawing				2		4			4	8		40				
7.2.3. Airport Data Tables Sheets				2		4			4	8		24				
7.2.4. Terminal Area Plan Drawings (up to 4 sheets)				2		16			8	12		40				
7.2.5. Airspace Determination & Coordination/Edits				2		16			8	8		16				
7.2.6. ALP Document/Deliverables				2		16			4	8		40				
Total hours =	2,661	0	57	292	484	355	0	0	432	630	0	343	0	0	68	(1,2,5)
Total =	$511,149.95	$0.00	$12,752.95	$62,239.54	$84,301.74	$46,472.71	$0.00	$0.00	$55,200.53	$63,410.79	$0.00	$42,523.04	$0.00	$0.00	$5,744.65	$138,504.00
SUBTOTAL =		**$511,149.95**														
ROUNDED GRAND TOTAL =		**$512,000.00**														

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services
(4) Permit Fees
(5) Printing and Shipping

Exhibit V

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

Planning Documents	**(365)** calendar days after receipt of NTP

EXHIBIT VII

REQUIRED FEDERAL CLAUSES

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER TONTRACTOR" OR "LOWER TIER CONTRACTOR"SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - 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 recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination

settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.

2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

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, including watchmen and guards, 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) above, 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 above, 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 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies 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 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-526 – Approval of a Real Estate Contract

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-526 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1101 East 20th Street; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1101 East 20th Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of July 20, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 1101 East 20th Street, which had a minimum bid price of $7,750.00. Ledford Construction submitted the best bid with a sales price of $15,000.00. The property is currently zoned R-2 and contains approximately 11,400 square feet of land.

The City will complete the sale of this parcel on or before September 30, 2022.

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

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-526 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1101 East 20th Street, totaling approximately 11,400 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Fifteen Thousand Dollars and No Cents ($15,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction for the sale of one parcel located at 1101 East 20th Street, totaling approximately 11,400 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lots numbered one hundred eighty-four (184) and one hundred eighty-five (185) in Campbell's 6th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. EXCEPT the South Thirty-eight and a half feet (38.50'). Zoned R2."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, 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, located at 1101 East 20th Street, the real estate described as follows:

> "All of Lots numbered one hundred eighty-four (184) and one hundred eighty-five (185) in Campbell's 6th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. EXCEPT the South Thirty-eight and a half feet (38.50')." Zoned R2, approximately 11,400 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifteen Thousand Dollars ($15,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer 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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before September 30, 2022, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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

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

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.

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, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: **Surplus Property 2022-09 1101 E. 20th**
DATE OF BID OPENING: July 20 2022
Minimum Bid $7,750.00

CONTRACTOR	BID
Shahed Faruk	$ 9117.50
Ledford	$ 15000.00
Habitat	$ 9727.00



Date: 8/8/2022

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or 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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-527 – Approval of a Real Estate Contract

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-527 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1201 East 20th Street; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1201 East 20th Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of July 20, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 1201 East 20th Street, which had a minimum bid price of $11,920.00. Ledford Construction submitted the best bid with a sales price of $12,000.00. The property is currently zoned R-2 and contains approximately 17,530 square feet of land.

The City will complete the sale of this parcel on or before September 30, 2022.

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

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-527 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1201 East 20th Street, totaling approximately 17,530 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Twelve Thousand Dollars and No Cents ($12,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction for the sale of one parcel located at 1201 East 20th Street, totaling approximately 17,530 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of the following described tract in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 11, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri: Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence S88°55'35"E, 795.84 feet along the South line of said Southwest Quarter of the Southeast Quarter; thence N02°01'01"E, 29.89 feet to a point on the current North right-of-way line of 20th Street, said point being the Southwest corner of said Lot 205; thence continuing N02°01'01"E, 53.51 feet along the East right-of-way of Wisconsin Avenue to the Point of Beginning; thence continuing N02°01'01"E, 234.46 feet along the East right-of-way of Wisconsin Avenue to a point on a non-tangent curve to the left having a radius of 5854.58 feet and a chord bearing and distance of S29°29'02"E, 268.90 feet; thence along said curve, being the East line of said Lot 205, and arc distance of 268.93 feet; thence N88°47'06"W, 134.99 feet to the point of beginning. Zoned R2."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, 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, located at 1201 East 20th Street, the real estate described as follows:

> "All of the following described tract in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 11, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri: Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence S88°55'35"E, 795.84 feet along the South line of said Southwest Quarter of the Southeast Quarter; thence N02°01'01"E, 29.89 feet to a point on the current North right-of-way line of 20th Street, said point being the Southwest corner of said Lot 205; thence continuing N02°01'01"E, 53.51 feet along the East right-of-way of Wisconsin Avenue to the Point of Beginning; thence continuing N02°01'01"E, 234.46 feet along the East right-of-way of Wisconsin Avenue to a point on a non-tangent curve to the left having a radius of 5854.58 feet and a chord bearing and distance of S29°29'02"E, 268.90 feet; thence along said curve, being the East line of said Lot 205, and arc distance of 268.93 feet; thence N88°47'06"W, 134.99 feet to the point of beginning." Zoned R2, approximately 17,530 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand Dollars ($12,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer 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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before September 30, 2022, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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

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

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.

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, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____
Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____
Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: **Surplus Property 2022-10 1201 E. 20th**
DATE OF BID OPENING: July 20 2022
Minimum Bid $11,920.00

CONTRACTOR	BID
Ledford Construction	$12,000



Date: 8/8/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or 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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-528 – Approval of a Real Estate Contract

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-528 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1405 to 1419 East 20th Street; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1405 to 1419 East 20th Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of July 20, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 1405 to 1419 East 20th Street, which had a minimum bid price of $40,000.00. Ledford Construction submitted the best bid with a sales price of $52,000.00. The property is currently zoned C-1 and contains approximately 49,780 square feet of land.

The City will complete the sale of this parcel on or before September 30, 2022.

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

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-528 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1405 to 1419 East 20th Street, totaling approximately 49,780 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Fifty-Two Thousand Dollars and No Cents ($52,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction for the sale of one parcel located at 1405-1419 East 20th Street, totaling approximately 49,780 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Part of Lots Numbered Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24) and Twenty-Five (25) in J.W. Ratcliffe's Subdivision of Lots 21, 22, 23, and 24 in Banker's 3rd Addition to the City of Joplin, Jasper County, Missouri. Zoned C1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. 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.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, 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, located at 1405 to 1419 East 20th Street, the real estate described as follows:

> "Part of Lots Numbered Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24) and Twenty-five (25) in J.W. Ratcliffe's Subdivision of Lots 21, 22, 23, and 24 in Banker's 3rd Addition to the City of Joplin, Jasper County, Missouri." Zoned C1, approximately 49,780 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifty-Two Thousand Dollars ($52,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer 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. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before September 30, 2022, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

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.

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

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

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.

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, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: **Surplus Property 2022-11 1405-1419 E. 20th**
DATE OF BID OPENING: July 20 2022
Minimum Bid $40,000.00

CONTRACTOR	BID
Shahed Farlik	$46,566.66
Ledford	$52.000.00
Habitat	$50,027.00



Date: 8/8/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or 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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-529 – Approving a budget amendment for FY 2022

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-529 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2021-2022 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the Police Department in the amount of $59,500 and Cemeteries in the amount of $2,500 for replacement of a wrecked police car and repairs to the rock wall from damages incurred under insurance coverage.
- Amending the Police Department grants in the amount of $41,100 for a new grant received to purchase a ballistic panel system.
- Amending City Council and City Clerk budgets for the additional costs related to the August election
- Amending the IT Department for additional unforeseen computer software and contract costs.
- Amending various departments for unexpected fuel, utilities and repairs due to price increases.
- Amending the pools budget for increases in seasonal wages, concessions, chemicals and water charges.
- Amending Solid Waste for additional costs related to the Citywide cleanup and the Leaf Pickup Program.
- Amending the airport for a replacement tractor that broke and was beyond its useful life.
- Amending Worker's Compensation and General Liability for additional claims, insurance premiums and insurance settlements.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $103,100.00 and expenditures by $1,009,200.00.

FUNDING SOURCE

This item is not applicable for budget amendments.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-529 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing revenue by the total amount of One Hundred Three Thousand One Hundred Dollars and No Cents ($103,100.00) and by increasing appropriations by the total amount of One Million Nine Thousand Two Hundred Dollars and No Cents ($1,009,200.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
15-Aug-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Other Income	001-0000-450-0604	Insurance Settlement	$	62,000	
	State Grants	001-0000-480-0111	Police State Grant-Homeland Sec		41,100	
	City Council	001-0101-500-3205	Postage			3,800
	City Council	001-0101-500-7005	Printing			3,600
	City Clerk	001-0801-500-7005	Printing			1,200
	Elections	001-0803-500-5055	Contractor Fees			22,000
	Information Technology	001-2501-500-2110	Computer Software			70,000
	Information Technology	001-2501-500-5265	Maintenance Contracts/Agreements			25,000
	Police Patrol	001-5502-510-3115	Fuel, Oil, & Diesel			55,000
	Police Patrol	001-5502-510-8210	Motor Vehicles			59,500
	Police Professional Stds	001-5504-510-3115	Fuel, Oil, & Diesel			5,000
	Police Jail Services	001-5507-510-5055	Contractor Fees			23,000
	Police Grants	001-5590-510-8220	Operating Equipment			41,100
	Fire Operations	001-6002-510-3005	Electric Charges			6,000
	Fire Operations	001-6002-510-3115	Fuel, Oil, & Diesel			23,000
	Fire Operations	001-6002-510-8010	Building Improvements			15,200
	Fire Operations	001-6002-510-8230	Emergency Operating Equipment			23,200
	Cemeteries	001-6540-560-4105	Property Repairs & Maintenance			2,500
	Emergency Management	001-7002-510-5265	Maintenance Contracts/Agreements			5,000
	Total General Fund			$	103,100	384,100
101	Public Safety Sales Tax Fund					
				$	-	
	Police	101-5575-510-3115	Fuel, Oil & Diesel			6,500
	Total Public Safety Sales Tax Fund			$	-	6,500
115	Parks Fund					
				$	-	
	Pools	115-6510-560-1210	Seasonal Wages			25,000
	Pools	115-6510-560-2210	Resale Concession Supplies			26,000
	Pools	115-6510-560-2605	Chemicals & Supplies			5,000
	Pools	115-6510-560-3020	Water Charges			15,000
	Total Parks Fund			$	-	71,000
120	Solid Waste Management Fund					
				$	-	
	Special Programs	120-4511-540-7405	Citywide Cleanup Program			16,000
	Special Programs	120-4511-540-7410	Leaf Pickup Program			28,000
	Total Solid Waste Management Fund			$	-	44,000
405	Airport Fund					
				$	-	
	Airport	405-5004-520-8215	Rolling Stock			86,600
	Total Airport Fund			$	-	86,600

505	Central Garage Fund					
				$	-	
	Garage	505-7870-500-3116	Outside Fuel			14,000
	Garage	505-7870-500-7220	Cost of Fuel & Oil Sales			130,000
	Total Central Garage Fund			$	-	144,000
512	Worker's Compensation Fund					
				$	-	
	Worker's Compensation	512-7503-500-5305	Judgments & Claims			150,000
	Worker's Compensation	512-7503-500-7140	Insurance Premiums			36,000
	Total Worker's Compensation Fund			$	-	186,000
515	Liability Insurance Fund					
				$	-	
	Administration	515-7501-500-5305	Judgments & Claims			62,000
	Administration	515-7501-500-7140	Insurance Premiums			25,000
	Total Liability Insurance Fund			$	-	87,000
	Grand Total			$	103,100	1,009,200

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-006 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 15, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Holly Nagy, City Clerk; Nick Edwards, City Manager.

SUMMARY:

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.

BACKGROUND:

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, 2022.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2022-006

PCE:ab

COUNCIL BILL NO. 2022-006 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. (2021), 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. (2021), 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 (2021); and

WHEREAS, on the 7th day of September, 2021, 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, 2022.

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 _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-144 – approving a construction agreement with D&E Plumbing and Heating Inc. for construction of the 7th and Canterbury Stormwater Improvements (TS0611).

MEETING DATE
August 15, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2022-144

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements (TS0611) project.

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project to reduce the frequency of flooding of properties east of Canterbury Lane between 3rd and 7th Street. The project generally consists of storm sewer improvements along East 4th Street south of Canterbury Lane to the Target loading dock, replacement of the corroded culvert under Northpark Lane, and the enhancement and upgrade of the existing drainage ditch northeast of Canterbury Lane to a paved block ditch to increase and improve system conveyance and capacity. On February 22nd of 2022, City staff held a public meeting (in the Housing Authority Community room located at 5th and Turk) to receive resident input and give affected residents the opportunity to discuss the proposed stormwater improvements. The proposed storm sewer improvements along East 4th street will significantly reduce the frequency of flooding for properties on the west side of Canterbury Lane; experienced during heavy rain events when the detention basin by Target overtops onto the road.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 7th and Canterbury Stormwater Improvement project was advertised. Two proposals were received, and bids were opened on August 2, 2022, with D&E Plumbing and Heating Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2021-22 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2022-144, an agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements (TS0611) project on first reading.

COUNCIL BILL NO. 2022-144 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvement s project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project (TS0611) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-144

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
D&E PLUMBING AND HEATING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: D&E Plumbing and Heating Inc.	
		Address: 1112 N Falcon Crest Court Nixa MO 65714	
Attention: Daniel L. Johnson		Attention: Steve Eoff	
Department: Public Works - Engineering		Phone: 417-838-2000	Fax:
Phone: 417-624-0820 extension 1530	Fax:	7th and Canterbury Lane (TS0611)	

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

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

7th and Canterbury Lane
Stormwater Improvements (TS0611)
Jasper County, Missouri

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 80 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or

official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 dollars ($481,560.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $700 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $2000 per day for each calendar day that the improvements within Northpark Lane remain uncompleted after the time allowed, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 ($481,560.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

_____

Peter Edwards, City Attorney

Daniel L. Johnson, Interim Public Works Director

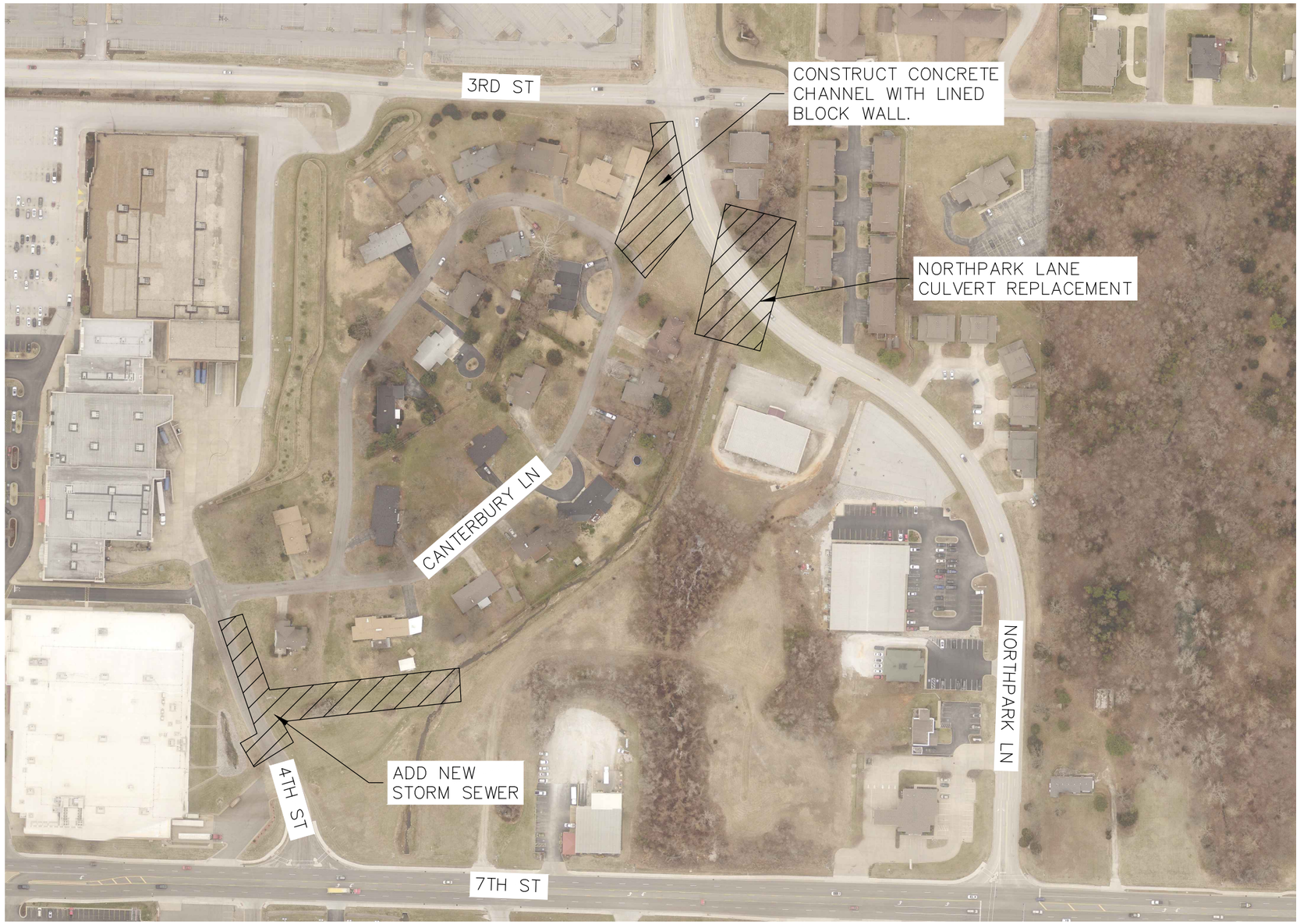
BID SUMMARY

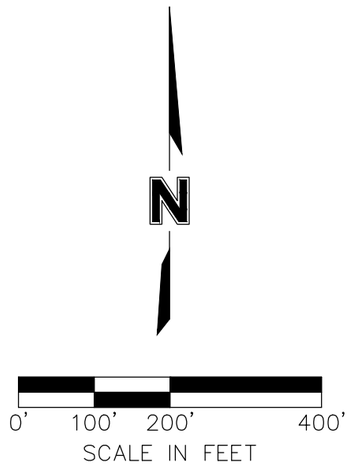
Bid Opening: August 2nd 10:00 AM 4th Floor Conference Room City Hall

PROJECT: 7th and Canterbury Stormwater Improvements

Contractor	Total Base Bid
Engineer's Estimate	$514,875.00
D&E Plumbing and Heating	**$481,560.00**
Asbell Excavating and Trucking	$621,650.36

7TH STREET AND CANTERBURY LANE STORMWATER IMPROVEMENTS





PROJECT:	K17-06420
DRAWN BY:	ADB
DATE:	08/04/2022

7TH AND CANTERBURY LANE STORMWATER IMPROVEMENTS

olsson
550 St, Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE
F-1

DWG: F:\2017\0501-1000\017-0642-K\40-Design\Exhibits\08.4.22_Project Exhibit_k1706420.dwg USER: aboll
DATE: Aug 04, 2022 11:28am XREFS: V_XTOPO_K170642 W_PALGN_K170642

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-608 – Approving a contract with PGAV Destinations to complete a Museum Strategic Plan Study.

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2022-608 Ordinance; Exhibit "A" PGAV Destinations Contract; Exhibit "B" PGAV Destinations Scope of Work; City of Joplin RFP; Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with PGAV Destinations to complete a Museum Strategic Plan Study.

BACKGROUND
In July 2020, during a City Council meeting, a motion was made and approved to have a committee formed to discuss options of having the museum become a division under the Parks and Recreation Department. With this direction from City Council, a twelve-member committee consisting of Council members, Museum staff, Historical Society members, and City staff was formed. Below are the individuals who made up the twelve-member committee.

Diane Reid Adams, City Council
Doug Lawson, City Council
Bob Harrington, Museum Governing Board Chair
Nancy Messick, Museum Governing Board Member
Brad Belk, Director Emeritus of Museum, Historical Society Board Member, City Historian
Dan Pekarek, Assistant City Manager
Peter Edwards, City Attorney
Paul Bloomberg, Parks and Recreation Director
Leslie Haase, City Finance Director
Patrick Tuttle, CVB Director
Kerstin Landwer, CVB Assistant Director

After several meetings, discussing the benefits and challenges of the museum being incorporated into the City of Joplin, City Council member Doug Lawson, made the motion to recommend the museum to merge under the Parks and Recreation Department. This was seconded by Bob Harrington and all other committee members approved.

Within the recommendation, one of the key items that needed to occur was to hire a firm to conduct a Strategic Plan. This was something the entire committee felt needed to be done to point the museum in the right direction and give the Parks and Recreation Department the necessary information to help make the museum successful.

Summary of Bid Process:

The following two bids were received in response to the Joplin Historical & Museum Strategic Plan Study RFP:

- PGAV Destinations
- Pacific Coast Conservation

A City staff team was assembled to assess the bids as set forth in the RFP. The team was Paul Bloomberg, Chris Wiseman, Patrick Tuttle, Lynden Lawson, Holly Nagy, and Dakota Rusk. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the two firms were then interviewed.

Finalist Process Summary:

Finalist interviews for the Joplin Historical & Museum Strategic Plan were held on Thursday, May 12th and Friday, May 13th. The City staff team that participated in the finalist interviews were Paul Bloomberg, Chris Wiseman, Patrick Tuttle, Lynden Lawson, Holly Nagy, and Dakota Rusk. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. PGAV Destinations had the highest final score for the Joplin Historical & Museum Strategic Plan Study and has submitted the best overall bid. The contract price is $150,000.

FUNDING SOURCE
This item is included in the City Council budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2022-608 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and PGAV Destinations to complete a study for a Museum Strategic Plan, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

PGAV Destinations
200 N. Broadway, Suite 1000
St. Louis, MO 63102
314-231-7318

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-08 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated April 20, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit A.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit A.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. The City agrees to pay the Consultant an amount not to exceed $150,000.00 for the Museum Strategic Plan Study as set forth in Exhibit A.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner

Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and

that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

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

the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. General Commercial Liability: The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

Professional Liability: The Consultant shall indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work of any subcontract thereunder (the Consultant hereby assumes full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
PGAV Destinations

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PGAV DESTINATIONS
Global Leaders in Planning and Design

August 8, 2022

Via Electronic Mail

Paul Bloomberg
Director
Joplin Parks and Recreation
P: 417-625-4750

Re: Joplin Historical & Mineral Museum Strategic Plan Study

Dear Paul,

PGAV Destinations is very pleased to provide the attached proposal for the Joplin Historical & Mineral Museum Strategic Plan Study.

We greatly appreciate this opportunity to work with you and your team in the development of the strategic planning of your project.

This project draws from all our strengths in the development of destination experiences that reach broad audiences. We have organized a team of planners and designers, all of whom have expertise on projects such as yours.

We have revised our scope of work, deliverables, fee, and schedule to meet your needs. We have assumed a kickoff meeting the week of September 12, 2022.

Paul, we look forward to working on this exciting project.

Sincerely,

Diane Lochner
Vice President

Peckham Guyton Albers & Viets, Inc. 200 North Broadway, Suite 1000 St. Louis, Missouri 63102 PGAV.com 314-231-7318

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

The Strategic Planning Process will provide a vision for the next decade of the Joplin Museum Complex strategic planning process to outline the future vision, objectives, and goals for long-term sustainability of the Joplin Historical & Mineral Museum.

The scope of work and process outline below is intended to provide a strategic and creative framework for growth. The process unfolds in three steps, with each step building on the foundation of the previous one. A key to understanding the potential success of the Museum is developing a stakeholder engagement strategy.
Stakeholder Engagement Strategy

- Primary:
  - City Council
  - Museum Board
  - City Staff
- Secondary:
  - Joplin Historical Society
  - Local school representatives
  - Visitor Engagement (this includes engaging and analyzing current visitors, lapsed visitors, and non-visitors)
- Step One Visitor Engagement includes:
  - Gathering Information on Current Guests
  - Conducting Geofencing Guest Analysis
  - Assessing the Audience
  - Brand Perception Research

STEP ONE | DESTINATION STRATEGIC ASSESSMENT

- Engage in an initial review of information provided by the Joplin Museum Complex including current plans, attendance information, visitor studies, financial information
- Conduct a Workshop with the Joplin Museum Complex Leadership (Workshop #1) to review objectives of the planning process
  - Discuss and clarify goals including increased attendance, awareness, and revenues
  - Discuss an overview of strategies for growth
  - Conduct an initial branding discussion
  - Review any previously developed ideas
- Conduct Stakeholder Input Sessions during a day long workshop to gather input from the primary stakeholder groups as well as the Joplin Historical Society and local school representatives.
- Assess the Existing Facilities and Collections during a site visit and tour of the Joplin Museum Complex. PGAV will use existing drawings and related documents to observe

conditions, study visitor flow, understand the relationship of the site to surrounding sites, and assess potential.

- Review Potential Stories of History, Nature, Science, and Culture to determine potential storylines and themes for development. PGAV will immerse our team in the unique stories of the region. Stories will provide the foundation for the guest experience, training, and the economic potential of the project, so it is essential to the process to develop a clear understanding of the story potential.
- Analyze Information on Current Visitors from any surveys and data as well as from additional secondary source reports or research provided by the Joplin Museum Complex.
- Conduct a Geofencing Site Analysis to understand where visitors are coming from and how they distribute on the site.
- Assess Audiences by reviewing existing market data to develop an understanding of audience segments, demographic and psychographic information, and visitation trends.
- Assess Market by reviewing existing market data to develop an opinion of potential market capture.
- Assess Competitive Landscape This assessment will help differentiate the Joplin Museum Complex from others and produce realistic expectations of market potential.
- Review Progress and Conduct Branding Workshop (Workshop #2) to assess brand and develop brand themes to respond to the research unlocking the emotional power of the Joplin Museum Complex.
- Create List of Strategies building on the discussions, analysis, and new and existing research PGAV will develop a list of strategies for the Joplin Museum Complex consideration to improve visitation.

STEP TWO | INITIAL PRODUCT DEVELOPMENT

- Advance and Organize Potential Stories and Themes in preparation for the Product Development Workshop with the Joplin Museum Complex Leadership.
- Conduct a Product Development and Planning Workshop (Workshop #3) in a multi-day session with the Joplin Museum Complex Leadership to understand storytelling opportunities, operational needs, potential products such as new buildings, new visitor experiences, new gate, retail, food and beverage, and parking improvements.
- Develop Concepts as new products to fulfill the strategies identified in previous steps. The process will consider the site, special event facilities, exhibits, retail, food service, shows, demonstrations, or any other guest experiences.
- Prepare Preliminary Rough Order of Magnitude Cost Estimates of New Products and Strategies

STEP THREE | IMPLEMENTATION PLAN

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

- Conduct a Prioritization Workshop (Workshop #4) with the Joplin Museum Complex Leadership to evaluate the information developed and discuss the priorities for phasing and implementation of the improvements.
- Develop Implementation of the Strategic Plan that will visually convey the interrelationship of products that comprise the strategic plan.
- Executive Summary Report Draft Presentation (Workshop #5) will be prepared and submitted for review and comment. Following review, a revised final report incorporating responses to questions and comments will be issued. The report will be suitable for distribution to stakeholders.

DELIVERABLES

- Phase One
  - Initial Site & Building Assessment of Potential
  - Market Assessment and Research
  - Competitive Landscape Assessment
  - Results of the Branding Workshop
  - List of Strategies
  - Stakeholder Input Session Summaries
  - Meetings
    - Workshop #1: two (2) days to meet with project team and stakeholders
  - Calls
    - Core Working Group
      - Biweekly touchpoint calls: one (1) hour each
- Phase Two
  - Guest Experience Concepts
    - 8-10 initial sketches and 2-3 refined sketches
  - Preliminary Cost Estimates
  - Meetings
    - Workshop #2: one (1) day to meet with project team
    - Workshop #3: one (1) day to meet with project team
  - Calls
    - Core Working Group
      - Biweekly touchpoint calls: one (1) hour each
- Phase Three
  - Phased Implementation Plan
  - Refined Cost Estimates
  - Executive Summary Report
  - Meetings

        - Workshop #4: Virtual Meeting approximately four (4) hours
    - Calls
        - Core Working Group
            - Biweekly touchpoint calls: one (1) hour each

ADDITIONAL SERVICES (not authorized at this time)

PGAV can provide a range of additional services and support. The Joplin Team can choose to authorize these services at a later date based on an agreed-upon scope of work.

Additional Stakeholder Meetings and Sessions
PGAV can provide additional interviews and information gathering sessions identified by the Joplin Team. Currently PGAV is using the initial Workshop and site visit to provide a dedicated day to schedule sessions with the Primary and Secondary stakeholder groups. If the Joplin team feels more are necessary, PGAV can develop a schedule and associated fees for the additional sessions.

Public Comment/User Feedback & Product Testing
PGAV can conduct concept testing to gather feedback on preliminary design experiences. Concept testing can target internal (staff) and external stakeholder groups. Concept testing can take place remotely in 30-45-minute video/screen-sharing sessions per each stakeholder group. Additionally, we can field an online survey with a determined number of respondents (local and/or tourists) to gather feedback on the concepts more broadly.

Additional Fundraising Materials and Presentations
PGAV can develop additional visual materials for specific fundraising presentations and meetings and can be available to present the findings of the report to key stakeholders.

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

SCHEDULE

			9/11/2022	9/18/2022	9/25/2022	10/2/2022	10/9/2022	10/16/2022	10/23/2022	10/30/2022	11/6/2022	11/13/2022	11/20/2022	11/27/2022	12/4/2022	12/11/2022	12/18/2022	12/25/2022	1/1/2023	1/8/2023	1/15/2023	1/22/2023	1/29/2023	2/5/2023
Weeks			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Step One																								
Engage in an initial review of information																								
Conduct a Workshop with the Joplin Museum Complex Leadership (Workshop #1)																								
Conduct Stakeholder Input Sessions																								
Assess the Existing Facilities and Collections																								
Review Potential Stories of History, Nature, and Culture																								
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Develop Implementation of the Strategic Plan																								
Interim Touchpoint Call																								
Executive Summary Report Draft Presentation (Workshop #5)																								

PROFESSIONAL SERVICES FEES AND REIMBURSABLE EXPENSES

PGAV proposes the professional services described in this Scope of Services on a fixed fee basis. In addition, we have included an estimate for reimbursable expenses, also shown below.

STEP ONE	$ 30,000
STEP TWO	$ 74,400
STEP THREE	$ 40,200
TOTAL	$144,600

REIMBURSABLE EXPENSES

Reimbursable expenses, such as those associated with travel, printing, photography, and shipping are in addition to the above professional fees and will be invoiced monthly. Reimbursable expenses will be invoiced at cost, without mark-up. We estimate reimbursable expenses of $5,400.

Professional service fees will be invoiced monthly, based on the percentage of completion for each phase. PGAV will submit invoices on a monthly basis. Invoices are due and payable upon receipt. Amounts outstanding more than 30 days will bear interest at 1% per month.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-08

JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY

RFP Due Date: 10:00 A.M., April 20, 2022

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Chris Wiseman, Museum Curator
Email: cwiseman@joplinmo.org

Phone: 417-623-1180

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

March 16, 2022
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City of Joplin is interested in obtaining the services of a consulting firm to engage in a strategic planning process to outline the future vision, objectives, and goals for long-term sustainability of the Joplin Historical & Mineral Museum. Proposals should include a strong emphasis on creative, strategic approaches and a strong public participation component. The Joplin Historical & Mineral Museum is looking to define the strategic steps needed to position itself as a vibrant and essential presence in the City of Joplin, and the surrounding communities going forward into the future. A deliverable for this project will include a visual representation of the plan and strategic steps in a simple, visual format.

All proposals should clearly define how the contractor will work with the Museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.2 Background

The Joplin History & Mineral Museum has been an educational cornerstone since its establishment in 1931. The museum is a vital learning center that provides educational programming for all levels of science and history students, as well as visitors of all ages.

Opening to the public in 1931, the Joplin Historical & Mineral Museum is among the oldest museums in the state of Missouri. Originally housed in an abandoned concession stand in Joplin's Electric (now Schifferdecker) Park, the Joplin Museum has been a landmark institution for over 90 years. The original building lacked access to its second floor, other than an exterior ladder. Named the Tri-State Mineral Museum, it hosted an impressive collection of area minerals from the thriving mining industry. This array of unique minerals remains a core part of the museum's collections, drawing visitors and scholars of geology from across the globe.
In 1970, the Mineral Museum received its first major upgrade. New custom-built cases, hand lettered labels, heating and air-conditioning, lighting, second floor access, a new brick façade, and new interior wall gave a much-needed facelift to the structure and set the basic footprint of the Mineral Museum that it still occupies today.

In January of 1976, the 5,000 square foot addition of the Dorothea B. Hoover History Museum opened to the public. Focusing on the history of Joplin and the surrounding area, this addition was operated by a separate entity, the Joplin Historical Society. Even though sharing the same building, the Hoover Museum, and the Mineral Museum were entirely separate entities, with independent hours and volunteer staff.

The Joplin Historical Society, with the assistance of the City of Joplin, financed the addition to the Hoover Museum. A large multi-purpose room, basement storage, meeting room, and hallway gallery were added to the history museum in 1989, giving the museum its current footprint. Each entity remained separate with the meeting room being under control of the Mineral Museum. It was shortly after this addition that the Historical Society hired a professional to act as curator to manage the History Museum and its collection.

In 1997, the Dorothea B. Hoover History Museum and the Tri-State Mineral Museum merged into one organization, the Joplin Historical and Mineral Museum Incorporated. Both original groups were made into advisory boards for the newly created Governing Board. It was at this time that museum acquired a full-time staff of professionals to operate and care for both the history and mineral museums, and their collections. Funding was provided by the Joplin City Council, but the museum and its staff were not part of the City of Joplin. It was during this era that the museum acquired other, smaller museums, into the collections and exhibits.

Additions under the umbrella of the Joplin Historical & Mineral Museum Inc. include the Empire District Retired Employees Museum, the Joplin High School- Rose Bowl Parade exhibit, the Joplin Sports Hall of Fame, and the National Cookie Cutter Collectors Club Museum. The museum also added the Hempen mineral collection, the Boss historical americana collection, The American LaFrance fire engine, and the McBurney doll collection.

The most recent change to the museum was in 2019. The Joplin Historical & Mineral Museum merged with the City of Joplin and was placed within the Parks and Recreation Department. With the operational security of the museum secure, the institution can begin to address the needs of the collections and look toward the future for ways to improve our presence in the community, region, and the museum field.

Today, the museum serves the region through its exhibits and programming. The museum draws upon a large and varied collection, which includes one of the finest collections of Tri-State minerals found in the world. These collections are used to explore a wide range of topics and inclusive local stories. The Joplin Museum is the area's premier non-traditional educational facility for both earth science and history. Our exhibits and programs focus on connecting visitors of all ages with our area's rich history, unique mineralogy, and our place in the regional, national, and world scene.

1.3 Study Requirements

The study will evaluate and answer the following items:

<u>Community</u>

- What does the Museum have to do to "delight and engage" community members?
- How do our primary and secondary stakeholders define success for the Museum? How will they measure it? What are their expectations?
- Is the Museum seen as an asset to the community and its quality of life? If not, why not?
- What are the obstacles the Museum faces within the community?

<u>Audience Building</u>

- Who are the Museum's present customers? How are they similar/dissimilar?
- Based on population and market trends, who/what groups should we be targeting?
- How many people should the Museum expect to serve now and into the future?
- Do our admission policies affect our ability to attract visitors?
- What are strategies for attracting, increasing, and sustaining visitation?
- What are the opportunities to expand collaborative partnerships as a strategy for growing audience and community support?
- Who/what does the Museum/its program compete with?
- What do the Museum's visitors think the Museum does best?

Mission

- Does the Museum's mission and/or vision need to change in order to better serve the community?
- Should the mission encompass science and history? What are the costs to encompass both? What are the opportunities? As a follow-up, how is the Museum currently doing in addressing both topics?

Collections, Exhibits, Programs, & Facilities

- How can the Museum leverage the content it creates (exhibits & programs) ...
    - To increase participation by target groups.
    - To reimagine and repackage itself to reach a broader audience, build its reputation and maximize the visitor experience?
- How can the Museum leverage its collection to increase community participation?
- Does our current location impact our ability to reach our potential? If yes, what are the solutions?
- How should the current facilities be utilized to maximize service to the community? What are the Museum's future space needs?

Staffing

- What do we have to be good at, to be successful?
- Is the Museum and its staff capable of reaching its vision? If not, why not? What do we need or need to do differently?
- What is the capacity of the current staff and resources and how would staffing and resources change to accommodate a recommended strategic plan?

The contractor shall, at minimum, accomplish the following in performance of this contract. Working with museum and other city staff, the contractor will:

1. Design and establish a comprehensive strategic planning process.
2. Develop a 10-year strategic plan, including short (3 year), intermediate (5 year) and long-term strategies and objectives.
3. Provide projected revenues and expenditures based on different levels of service.
4. Provide acceptable recommendations and implementation strategies for this plan, including a visual representation of the plan and strategic steps in a simple, visual format (balanced scorecard-based strategy map).

All proposals should clearly define how the contractor will work with the museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the March 16, 2022, RFP issue date are subject to change:

Activity	Date
RFP issued	March 16, 2022
RFP Due Date	April 20, 2022
Finalist Interviews (if required)	May 12 & 13, 2022
Vendor Selection	May 13, 2022
Complete Contract	May 25, 2022
Present Contract to Council for Approval	June 6, 2022
Consultant Commence Work	June 7, 2022
Final Report Complete	October 25, 2022

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than Marcy 30, 2022 via e-mail to cwiseman@joplinmo.org, or in writing, to Chris Wiseman (Attn: Joplin Historical & Mineral Museum Strategic Plan Study RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City’s selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by May 25, 2022. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. April 20, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
CHRIS WISEMAN
MUSEUM CURATOR
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-08: "JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY

Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-08 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to

the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim

of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin
Museum Strategic Plan Study
FINALIST INTERVIEW OVERALL AVERAGE SCORE
May 12-13, 2022

VENDOR	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6	Total Score	Overall Avg Score
PGAV Destinations	47	46	47	50	44	45	279	46.50
PCC	29	29	38	39	23	15	173	28.83

Notes from Committee Members for PGAV Destinations Interview

Methodology:

1. Like their three-step process: Look at market and its potential; Initial product development; Implementation of plan
2. Conduct bi-weekly calls
3. Assign team based on project (handpicked)
4. Public outreach, stakeholder meetings, forums, etc.
5. Thorough visitor-based engagement
6. Develop plan to move forward
7. Oriented towards destination development and content development
8. Want to encourage repeat visitation
9. Aware of current trends
10. Develop revenue stream

Experience:

1. 55+ years
2. Have worked in 35 states, from small to large clients
3. Destination focused
4. Diverse experience beyond just museums, think outside the box
5. Experience master plan for “The Alamo” and designed and led master plan for “Mark Twain Boyhood Home”
6. Nation wide work and global as well

Staff:

1. Large staff of 120+ employees
2. They have architects, landscapers, exhibitors, etc. within their company
3. Will have 5 members as part of their team
4. Works through implementation to opening
5. Missouri based so not far to travel

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-525 – Approving Amended Project Area 4 of the 32nd Street Place Tax Increment Financing (TIF) Redevelopment Plan

MEETING DATE
August 1, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-525 Ordinance; Exhibit "A" First Amendment to 32nd Street Place Redevelopment Plan

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

SUMMARY
This Council Bill approves the amended Project Area 4 of the 32nd Street Place TIF Redevelopment Plan.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provides for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area. The Developer has indicated that this change is necessary to accommodate the construction of the proposed apartment complex. The Developer's original intent was to build up to 300 apartment units in two phases in Project Area 3 along with two single story office buildings.

As proposed by the First Amendment, the two office buildings will be deleted and the number of apartment units to be constructed will be 244 units in a series of 4-story and 2-story structures. The Developer has stated that the original site plan had to be revised in this manner due to the existing topography. A new site plan included with the First Amendment shows Project Area 3 being expanded in size and Project Area 4 being reduced in size to accommodate the redesigned apartment development. The movie theater that was originally proposed in Project Area 4 has been deleted and the Developer has indicated that it may be replaced with a future second phase of the apartment development or retail, restaurant, and/or office uses. The Developer has noted in the First Amendment that no changes are being made to the overall TIF project budget, reimbursable project costs, or land uses included in the Redevelopment Plan.

Originally, CB 2020-541 approved Project Area 4 and tabled it until the Developer was ready to activate the project. With the amended Project Area 4, this bill will never come off the table. When the Developer is ready to activate this Project Area, this ordinance will be brought back before you for final approval and activation.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading and then tabling this item until the Developer is ready to activate this Project Area.

FIRST AMENDMENT TO THE 32ND STREET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

JOPLIN, MISSOURI

SUBMITTED BY:

Woodsonia Joplin, LLC

PREPARED BY:

Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue
Suite 300
Kansas City, Missouri 64111

Original Plan Filed October 1, 2020
First Amendment Filed May ___, 2022

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Exhibit 2 Site Plan

I. INTRODUCTION

This First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "First Amendment") shall amend the 32nd Street Place Tax Increment Financing Redevelopment Plan as approved by Ordinance No. 2020-210 on December 28, 2020 (the 32nd Street Place Tax Increment Financing Redevelopment Plan as amended by the First Amendment shall hereinafter be referred to as the "Plan" or "Redevelopment Plan").

The First Amendment, if approved, will reconfigure the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area. This change is necessary to accommodate the construction of the proposed apartment complex. The original intent was to build up to 300 units in two phases of 150 units in Project Area 3, together with two proposed single story office buildings. The two office buildings will be deleted and the number of apartment units will be approximately 244 units in a series of 4-story and 2-story complexes. The original Site Plan had to be revised due to the existing topography. The new Site Plan is shown on Exhibit 2. Project Area 4 is being reduced in size to accommodate the apartment development. The proposed movie theater in Project Area 4 is deleted and could be replaced with a future second phase of the multi-family project or future retail / restaurant and/or office uses. Please note that no changes are being made to the project budget, reimbursable project costs, or land uses included in the TIF Plan.

II. PLAN TEXT AMENDMENTS

The Redevelopment Plan shall be amended as follows:

1. **Amendment No. 1:** The first paragraph of Section II. B. Redevelopment Plan shall be deleted in its entirety and replaced with the following:

B. Redevelopment Plan. During this unprecedented time dealing with the COVID-19 crisis, the Applicant is pleased to be able to present this Plan for consideration by the City. Notwithstanding the challenges present to the entire retail industry today, the Applicant is confident of the success of this Plan. The Applicant is proposing to construct a new shopping center in the City. It will be anchored by a Menards Home Improvement Store ("Menards"), which is not currently located in the City. The store will consist of approximately 213,300 square feet of retail space and a 49,430 square foot warehouse. The Plan also provides for construction of future housing, retail and commercial space. The Applicant also proposes to construct approximately 244 units of multifamily apartments, together with a 7,500 square foot clubhouse/leasing office with a pool and a dog park. The applicant also proposes to renovate an additional 8,600 square feet of office space for the relocation of BKD from its current location in the Redevelopment Area as well as the 59,000 square foot Holiday Inn property. The proposed uses are subject to change, depending on the state of the economy and the needs of the City.

III. PLAN EXHIBIT AMENDMENTS

2. **Amendment No. 2:** Delete Exhibit 1, Redevelopment Project Area 3 and Redevelopment Project Area 4 and insert the revised Exhibit 1, Legal Description of Redevelopment Project Area 3 and Redevelopment Project Area 4, as attached hereto.
3. **Amendment No. 3:** Delete Exhibit 2, Site Plan of Redevelopment Area, in its entirety and insert the revised Exhibit 2, Site Plan of Redevelopment Area, as attached hereto.

EXHIBIT 1

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 3 AND REDEVELOPMENT PROJECT AREA 4

REDEVELOPMENT PROJECT AREA 3

LEGAL DESCRIPTION

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard; thence South 01 degrees 05 minutes 13 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet; thence South 88 Degrees 54 minutes 47 seconds East for a distance of 1.00 feet; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, with an initial tangent bearing of North 88 degrees 33 minutes 13 seconds West, an arc distance of 45.46 feet; thence South 01 degree 37 minutes 40 seconds West, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence South 12 degrees 57 minutes 24 seconds East, a distance of 16.19 feet to the point of beginning; thence South 88 degrees 25 minutes 48 seconds East, and no longer with the east right-of-way of Hammons Boulevard, a distance of 1119.88 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property, a distance of 1501.72 feet; thence South 01 degree 23 minutes 26 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 12.65 feet; thence North 50 degrees 51 minutes 36 seconds West, a distance of 612.23 feet; thence North 88 degrees 25 minutes 49 seconds West, a distance of 652.76 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 473.07 feet; thence North 01 degree 34 minutes 12 seconds East, a distance of 18.92 feet; thence North 63 degrees 13 minutes 15 seconds West, a distance of 103.00 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 106.34 feet; thence South 26 degrees 46 minutes 58 seconds West, a distance of 69.40 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 147.57 feet; thence South 01 degree 34 minutes 45 seconds West, a distance of 156.63 feet; thence on a curve to the right having a radius of 1205.54 feet, a central angle of 18 degrees 36 minute 31 seconds, with an initial tangent bearing of South 11 degrees 42 minutes 52 seconds East, an arc distance of 391.54 feet; thence South 88 degrees 27 minutes 31 seconds West, a distance of 380.89 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 10 degrees 36 minutes 02 seconds East, with the east right-of-way line of S. Hammons Boulevard, a distance of 154.05 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 565.00 feet, a central angle of 06 degrees 28 minutes 35 seconds, an arc distance of 63.87 feet; thence North 04 degrees 07 minutes

26 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 430.03 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 02 degrees 29 minutes 46 seconds, an arc distance of 23.74 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 305.84 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 138.73 feet; thence North 12 degrees 57 minutes 24 seconds West, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 9.4 feet to the point of beginning. The above described tract contains 972,567 square feet, or 21.29 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

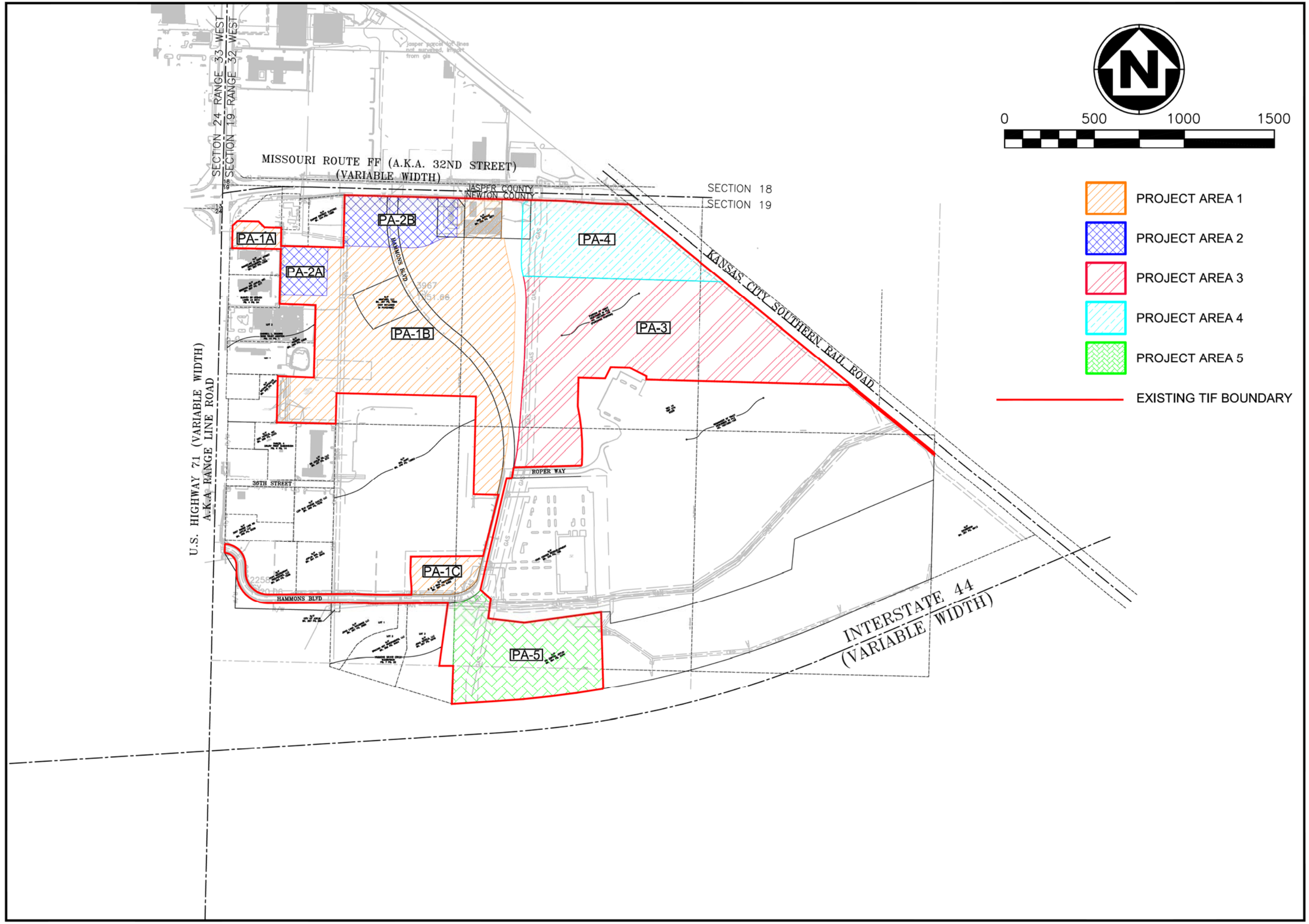
REDEVELOPMENT PROJECT AREA 4

LEGAL DESCRIPTION

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer wit the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

EXHIBIT 2

SITE PLAN



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR. STE A+ KANSAS CITY, MO 64145 PHONE (816) 777-3400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 82

DRAWING INFO.

DRAWN BY:	KRB
CHECK BY:	KRB
LICENSE NO.	LC-62
DATE:	2020-09-22
FIELD BOOK:	
JOB NUMBER:	20JO10011

NO.	DESCRIPTION	DATE	BY

REVISIONS

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WOODSONIA REAL ESTATE INC.
PROJECT AREAS
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Apr 13, 2022 - 10:37am Plotted By: KC Eng 6 G:\Shared drives\KC10 - Land Development\Projects\2021\21KC10040-JO Hammons Phase 1 Residential\01 CIVIL\03-DWG\Exhibits\TIF EXHIBITS\PROJECT AREAS BOUNDARY-04-11-2022.dwg Layout: WOODSONIA PROJECT AREAS

COUNCIL BILL NO. 2022-525 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City Council of the City of Joplin, Missouri (the "City") adopted Ordinance No. 2020-210 approving the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo (the "Act"); and

WHEREAS, on August 1, 2022, the City Council of the City adopted Ordinance No. 2022-_____ approving the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "First Amendment"), all pursuant to the provisions of the Act; and

WHEREAS, the Redevelopment Plan, as amended by the First Amendment, contemplates implementation through 8 separate Redevelopment Projects including the adoption of tax increment financing in the area designated as Redevelopment Project Area 4.

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

Section 1. That the area selected for Redevelopment Project 4 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 4"). Redevelopment Project 4 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 4. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 4, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 4 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 4 shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 4, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

of _____, _____, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 4

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer wit the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right- of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

Parks Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # If Applicable	ASSET TAG #
John Deer brush hog	7ft. 3 point mount brush cutter	1	parks	2226		
Kubota back Hoe	3 point mount back hoe attachment	1	parks	1738		
Frountier Finish Mower	3 point mount 6ft finish mower	1	parks	2185		
Bad Boy zero turn	Diesel 72in cut zero turn mower	2	parks	2427-2428		
Bell-tec auger	3 point mount auger	1	parks			
Post Driver	3 point mount post driver	1	parks			
Bil Jack Lift	Pull behind personal lift, battery operated	1	parks	82		
Pool Lockers	Coin operated lockers	6	parks			
Zero-turn mower	Johne Deere 997r Diesel	1	Cemetery	2503	1tcz997ragco31198	0037-0001024
Weed-eater	Echo Srm 26-20	1	Cemetery		T9421561223	
Weed-eater	Echo Srm 26-20	1	Cemetery		T94215006537	
Weed-eater	echo srm225i	1	Cemetery		u0igi4015456	
Polesaw	Stihl Ht101	1	Cemetery		271144410	
Generator	Tailgator	1	Cemetery		1e45apl17025403	

Information Technology

Equipment Typ	Make	Model	Serial	City #	Value	From Departmer Date Out Of Service	Location	Notes
Desktop	Dell	Precision T1	4ZMCJ02	9033-0000818		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HK6S22	9033-0001274		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HM3S22	9033-0001285		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HL4S22	9033-0001276		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HH3S22	9033-0001284		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HMXR22	9033-0001287		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HL2S22	9033-0001288		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HM4S22	9033-0001291		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HKXR22	9033-0001268		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HLXR22	9033-0001308		IT	4th	NO OS - Wiped
Server	IBM	x3650	KQMWAW6	0033-0000726		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	6HJ7S22	9033-0001282		IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30	9WC9DZ1	9033-0000761		IT	4th	NO OS - Wiped
Monitor	Dell	17 inch				IT	4th	
Monitor	Dell	17 inch				IT		
Monitor	Viewsonic	21 inch?				IT	4th	
Monitor	Dell	24 inch				IT	4th	Does not turn on
Monitor	Dell	20 inch				IT	4th	
Desktop	Dell	Optiplex GX	6TKFP31	9033-0000348		IT	4th	No HD - PS going bad
Printer	Xerox	6510		N/A		IT	4th	Needs new Imaging Unit
Desktop	Dell	Optiplex 30	6HLWR22	9033-0001306		IT	4th	NO OS - Wiped
Nortel Cabinet	Nortel	N/A	N/A			IT	CEB	
Phones x2	Nortel	M3903				IT	4th	
Desktop	Dell	Optiplex 30	9WQ9DZ1	9033-0000789		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 30	3H8WNW1	9033-0000718		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 30	3H8WNW1	9033-0000715		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 30	3H7WNW1	9033-0000719		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 30	3H8VNW1	9033-0000717		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 50	CXGKXK2	0033-0000927		IT	PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 50	28ZK7M2	N/A		IT	PSTF	NO OS - Wiped
Laptop	Dell	n/a	9DDG4M1	N/A		IT	PSTF	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045X	N/A		IT	PSTF	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045V	N/A		IT	JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045T	N/A		IT	JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045W	N/A		IT	JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC803069T	N/A		IT	JPD	NO OS - Wiped
Desktop	Dell	Optiplex 50	1CT4XK2	N/A		IT	JPD	NO OS - Wiped
Desktop	Dell	Optiplex 50	9YVHJB2	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 70	861JB42	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 70	861MB42	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 70	861KB42	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 70	861CB42	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 70	861LB42	N/A		IT	DSP	NO OS - Wiped
Desktop	Dell	Optiplex 38	GWXMML1	9033-0000666		IT	DSP	NO OS - Wiped
Printer	Xerox	Phaser 6510				IT	DTF	NO OS - Wiped
Overhead Proje	Elmo	Visual Prese	N/A	N/A		IT	4th	Bad Imaging Unit??
Printer	Lexmark	MS710dn	N/A	N/A		IT	JPD	
Printer	HP	LaserJet P3(	N/A	N/A		IT	JPD	
Printer	HP	LaserJet P2(	N/A	N/A		IT	JPD	
Switch	HP	Procurve	J4900B	N/A		IT	JPD	
Laptop	Dell	Latitude E5	220BK32	9033-0001312		IT	DSP	
Desktop	Dell	Optiplex 30	94DYFB2	9033-0001333		IT	JPD	Bad Battery and Keyboard
Laptop	Dell	Latitude E5	CJ239W1	9033-0000713		IT	JPD	
Desktop	Dell	Optiplex 30	GT7NSZ2	9033-0000		IT	JPD	
Desktop	Dell	Optiplex 30	1DF2KB2	9033-0001334		IT	JPD	
Laptop	Dell	Latitude E5	GY0BK32	9033-0001311		IT	JPD	
Laptop	Dell	Latitude E5	46Z9K32	9033-0001315		IT	JPD	
Desktop	Dell	Optiplex 30	1DF2KB2	9033-0001334		IT	JPD	No HDD
Laptop	Dell	Latitude E5	G4S1Q72	9033-0001332		IT	JPD	
Laptop	Dell	Latitude E5	209CHC2	9033-0001335		IT	Parks	
Desktop	Dell	Precision 36	DL09FB2	0033-0000919		IT	PWC	
Desktop	Dell	Precision T1	JG1N482	0033-0000912		IT	JPD	
Desktop	Dell	Optiplex 30	9WC8DZ1	9033-0000781		IT	JPD	
Desktop	Dell	Optiplex 38	GWXHML1	9033-0000667		IT	JPD	
Desktop	Dell	Optiplex 30	9WP7DZ1	9033-0000798		IT	JPD	
Desktop	Dell	Optiplex 30	19VXPW1	9033-0000734		IT	JPD	
Laptop	Dell	Latitude E5	9WK91N2	9033-0001470		IT	JPD	
Laptop	Panasonic	CF-C2	4LTYA76840	0033-0000913		IT	JPD	
Laptop	Dell	Inspiron 15	9VS5Y32	9033-0001410		IT	JPD	With Docking Station
Laptop	Dell	Inspiron 15	9CX5Y32	9033-0001408		IT	Health	
Laptop	Dell	Latitude E3	H3T9GW2	9033-0001155		IT	Health	
Laptop	Dell	Latitude E5	7JHB1N2	9033-0001471		IT	Health	
Laptop	Dell	Latitude E5	8VR91N2	9033-0001430		IT	Health	
Laptop	Dell	Latitude E5	3RC9TZ1	9033-0000842		IT	Health	
Laptop	Dell	Inspiron 15	9PDV0F2	9033-0001397		IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	BJT02F2	9033-0001429		IT	4th	NO OS - Wiped
Laptop	Dell	Latitude E5	BXS6LQ1	9033-0000706		IT	4th	NO OS - Wiped
Laptop	Dell	Latitude E5	2LZ9K32	9033-0001318		IT	4th	NO OS - Wiped
Printer	HP	LaserJet M2	VNB3B28594	NA		IT	4th	NO OS - Wiped
Monitor	NEC	LCD193WX	75107010GA	NA		IT	4th	
Monitor	Dell					IT	4th	
Monitor	Dell					IT	4th	
Monitor	Dell					IT	4th	
Monitor	Dell					IT	4th	
Monitor	Dell					IT	4th	
Monitor	ViewSonic	VG900b	A1Q032131978	9033-0000338		IT	4th	
Monitor	ViewSonic	VG900b	A1Q033900092	9033-0000337		IT	4th	
Desktop	Dell	Optiplex 30	6HMXR22	9033-0001287		IT	4th	NO OS - Wiped

Desktop	Dell	Optiplex 30:	6HGXR22	9033-0001300	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	6HG8S22	9033-0001297	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	6HMWR22	9033-0001269	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	6HHWR22	9033-0001296	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	73Z4S22	9033-0001283	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	6HK3S22	9033-0001278	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	6HH5S22	9033-0001294	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 50	4R04CH2	9033-0001354	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	9W79DZ1	9033-0000809	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	9VV7DZ1	9033-0000759	IT	4th	NO OS - Wiped
Printer	Xerox	Phaser 4500		0033-0000531	IT	4th	
Desktop	Dell	Precision T1	4ZM9J02	9033-0000817	IT	4th	NO OS - Wiped
Tablet	Samsung	SPHT387PT/	3.57635E+13	NA	IT	4th	Factory Reset
Tablet	Samsung	SM-T587P	8.91619E+16	NA	IT	4th	Factory Reset
Desktop	Dell	Optiplex 30:	9WG8DZ1	NA	IT	4th	
Desktop	Dell	Optiplex 30:	6HJVR22	9033-0001295	IT	4th	No HDD or RAM
Desktop	Dell	Optiplex 30:	6HJ3S22	9033-0001293	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 50	4QX2CH2	9033-0001352	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 30:	19XXPW1	9033-0000731	IT	4th	NO OS - Wiped
Server	Lenovo	T5440	MJ00F3Q6	NA	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 11	4CCC0F2	NA	IT	4th	
Laptop	Dell	Inspiron 11	HDCC0F2	NA	IT	4th	
Laptop	Dell	Inspiron 11	1CCC0F2	NA	IT	4th	
Desktop	Dell	Optiplex 30:	6HMVR22	9033-0001309	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	CPDV0F2	9033-0001399	IT	4th	NO OS - Wiped
Tablet	Apple	Ipad		NA	IT	4th	Factory Reset
Desktop	Dell	Optiplex 30:	19XWPW1	9033-0000728	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	CWS5Y32	9033-0001409	IT	4th	NO OS - Wiped
Laptop	Panasonic	CF-C2	4HTYA69461	0033-0000908	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	2CX5Y32	9033-0001406	IT	4th	NO OS - Wiped
SATA Hard Driv	N/A	Assorted 14	N/A	N/A	IT	PD	NO OS - Wiped
Laptop	Dell	Inspiron 15	3PKT0F2	9033-0001342	IT	4th	NO - OS Wiped
Box of Hard Dri	N/A	Assorted	N/A	N/A	IT	4th	NO - OS Wiped
Laptop	Dell	Inspiron 86(	B3PF961	N/A	IT	4th	NO Hard drive
Monitors	N/A	Assorted 21	N/A	N/A	IT	PD	
Laptop	Panasonic	CF-31	4GTYA14571	0033-0000881	IT	4th	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14587	0033-0000878	IT	4th	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14574	0033-0000802	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14523	0033-0000847	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14606	0033-0000863	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-30	7FK5A40295	0033-0000572	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14563	0033-0000880	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14723	0033-0000883	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-C2	4LTYA77131	0033-0000936	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-C2	4LTYA77139	0033-0000937	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-52	8GTYC69220	0033-0000730	IT	4th	Carriage Return Stuck
Printer	HP	OfficeJet 86(	CN5BLFX1ST	N/A	IT	4th	NO - OS Wiped
Server	IBM	xSeries 345	KP-ARHCN		IT	4th	NO - OS Wiped
Server	Dell	Poweredge	D8PRBP1		IT		

Finance

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # If Applicable	ASSET TAG #
OFFICE CHAIR	OFFICE CHAIR	3	FINANCE	N/A	N/A	N/A

Fire Department

ITEM	Description	Quantity	DEPARTMENT	Equipment #	VIN # if Applicable/Serial	ASSET TAG #
office chair	black	1	fire	none	none	none
decon trailer	damaged from tornado 2011	1	fire	FD-1809	1B9BU1323CD593017	0039-0000606
pallet of hose	Damaged worn	1	fire	none	none	none
stair stepper	older model	1	fire	none	none	0037-0000184
misc EMS bags	large lot	1	fire	none	none	none
filing cabinet	tall	1	fire	none	none	none
attic ladder	folding ladder	2	fire	none	none	none

Public Works

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
chairs	blue table chairs	34	PW			
tv		4	PW			
truck tool box		1	PW			
desk		2	PW			
vcr		1	PW			
misc. computer parts			PW			
tables		2	PW			
PH meter		1	PW			
sampler and parts		1	PW			
Miscellaneius			PW			

Health Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # If Applicable	ASSET TAG #
Shredder	Felloes, Large	1	Health			
Shredder	Office, small	1	Health			
Printer	HP	1	Health			
Desks		2	Health			
Chairs	Lobby	2	Health			
Exam Table	Medical	1	Health			
Animal Traps		4	Health			
Roller Table		1	Health			
TV	VCR/DVD	1	Health			

Museum

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Display Case	Glass & Brass	5	Museum			
Display Case	Glass & Wood	2	Museum			
Wall Unit	Wood & Glass	1	Museum			
Desk & file Cabinet Drawer	laminate & Wood	1	Museum			
Doors	hollow core	41	Museum			
Sony Monitors	Sony	8	Museum			
Video Monitor	Commodores	1	Museum			
Coffee Maker	Black & Decker 12 cup	1	Museum			
VCR	Gyyr	1	Museum			
Office Chair	Chair	1	Museum			
Hutch	Carved wood 2 pieces	1	Museum			
Easel	large brass easel	1	Museum			
Vacuum	Commercial	1	Museum			
Printer	Xerox	1	Museum			
Mirrors	new	2	Museum			
Stage riser	carpet covered	6	Museum			
small rolling cart	white/chrome	1	Museum			
Vacuum	Kirby	1	Museum			
Kitchen Cupboard	Metal cupboard	1	Museum			
Rolling file cart		2	Museum			
Civil Defense mash unit	medical unit supplies	1	Museum			

Communications

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # If Applicable	ASSET TAG #
Trimble Placer GPS 450	Electronics GPS	42	Police			9031-0000xxx
Trimble Placer GPS 450	Electronics GPS		Police			176
Trimble Placer GPS 450	Electronics GPS		Police			139
Trimble Placer GPS 450	Electronics GPS		Police			133
Trimble Placer GPS 450	Electronics GPS		Police			115
Trimble Placer GPS 450	Electronics GPS		Police			134
Trimble Placer GPS 450	Electronics GPS		Police			107
Trimble Placer GPS 450	Electronics GPS		Police			167
Trimble Placer GPS 450	Electronics GPS		Police			168
Trimble Placer GPS 450	Electronics GPS		Police			149
Trimble Placer GPS 450	Electronics GPS		Police			144
Trimble Placer GPS 450	Electronics GPS		Police			158
Trimble Placer GPS 450	Electronics GPS		Police			141
Trimble Placer GPS 450	Electronics GPS		Police			140
Trimble Placer GPS 450	Electronics GPS		Police			166
Trimble Placer GPS 450	Electronics GPS		Police			105
Trimble Placer GPS 450	Electronics GPS		Police			146
Trimble Placer GPS 450	Electronics GPS		Police			153
Trimble Placer GPS 450	Electronics GPS		Police			130
Trimble Placer GPS 450	Electronics GPS		Police			113
Trimble Placer GPS 450	Electronics GPS		Police			127
Trimble Placer GPS 450	Electronics GPS		Police			143
Trimble Placer GPS 450	Electronics GPS		Police			147
Trimble Placer GPS 450	Electronics GPS		Police			117
Trimble Placer GPS 450	Electronics GPS		Police			145
Trimble Placer GPS 450	Electronics GPS		Police			154
Trimble Placer GPS 450	Electronics GPS		Police			165
Trimble Placer GPS 450	Electronics GPS		Police			162
Trimble Placer GPS 450	Electronics GPS		Police			157
Trimble Placer GPS 450	Electronics GPS		Police			171
Trimble Placer GPS 450	Electronics GPS		Police			164
Trimble Placer GPS 450	Electronics GPS		Police			108
Trimble Placer GPS 450	Electronics GPS		Police			111
Trimble Placer GPS 450	Electronics GPS		Police			163
Trimble Placer GPS 450	Electronics GPS		Police			148
Trimble Placer GPS 450	Electronics GPS		Police			137
Motorola GoldElite CEB racks	Electronics	2	Police			0031-0000122
HP Z440 Computer	Electronics	5	Police			N/A
Sun Netra240 Server	Electronics	7	Police			N/A
HP xw4300 work station	Electronics	5	Police			N/A
Motorola CPX2000	Electronics	1	Police			N/A
Motorola AEB Chassis	Electronics	1	Police			N/A
HMN1080 MICS	Electronics	15	Police			N/A

Central Garage

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # If Applicable	ASSET TAG#
Stove (comercial electric)	Valcan Electric Stove	one	?	N/A	N/A	N/A
Trash Cans	Metal (small)	35	City Hall	N/A	N/A	N/A
Exercise Bikes	Schwinn	3	Fire Dept	N/A	N/A	N/A
Weight Bench	Weider Pro	1	Fire Dept	N/A	N/A	N/A
Tire Lift	22.5 tire size Jack	1	Central Garage	1796	N/A	N/A
Console's Misc parts	Metal (small)	10	Police Dept	N/A	N/A	N/A
Miscellaneous police box's	Different size's	10	Police Dept	N/A	N/A	N/A
Misc used Poice Equip.	Lock tools Safety equip	Pallet	Police Dept	N/A	N/A	N/A
Misc Computer towers	towers	3	Police Dept	N/A	N/A	N/A
MISC Items						

City Manager

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Chairs	Blue Rolling Conf. Room	8				
Chairs	Stacking Conf. Room	7				

Police Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Bicycles	Bicycles	25	JPD			
Copy Machine	Copy/Printer Machinge (non working	1	JPD			
Saddle	Saddle	1	JPD			
Power tools	Chain Saw	1	JPD			
Misc Items						
Vehicle	2002 Ford Crown Victoria	1	Police	1748	2FAFP71W52X156823	
Vehicle	2006 Polaris Ranger UTV	1	Police	1975	4XARD68A45D737172	
chairs	non-folding metal chairs w/cushion	24	Police	N/A	N/a	
Paper Shredder	Fellows Powerhead C-3202	1	Police	N/A	CRC38325	
chairs	non-folding metal chairs w/cushion	24	Police	N/A	N/a	
Paper Shredder	Fellows Powerhead C-3202	1	Police	N/A	CRC38325	
Desk	6' wood desk	1	Police	N/A	N/a	
chairs	Chairs in investigation	4	Police	N/A	N/a	
Camera	Cannon Case w/batteries	1	Police	N/A	42500500803	
Camera	Cannon Case w/batteries	1	Police	N/A	2.1292E+11	
Screen	Apollo Tripod Projector	1	Police	VPT6060		
Tripods	Camera Tripods	2	Police	Dynex		
Cable	RCA AV 20 ft	1	Police			
TV	Emerson 19"	1	Police	TH3A094819565B		
Bicycles	Bicycles	25	JPD			
Copy Machine	Copy/Printer Machinge (non working	1	JPD			
Saddle	Saddle	1	JPD			
Power tools	Chain Saw	1	JPD			