COUNCIL AGENDA
Monday, August 21, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Rob O'Brian, President Of The Joplin Area Chamber Of Commerce To Give The Economic Development Update Report.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

   2. Public Hearing For The FY 2017-18 Proposed Budget

   3. FY 2018 Proposed Budget Presentation

      Documents:

      2018 BUDGET PRESENTATION.PDF

8. **Consent Agenda**

   1. Minutes Of The August 7, 2017 City Council Meeting

      Documents:

      CC MINS - AUG 7, 2017.PDF

   2. COUNCIL BILL NO. 2017-006

      AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

   3. COUNCIL BILL NO. 2017-606

      AN ORDINANCE approving the applications of Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Ozark Christian College, for 2018 Conference Series; Active Lifestyle Inc., for Joplin Memorial Marathon; Rufus Racing, for Summer Roundup Triathlon; Joplin Disc Golf Club for 13th Annual Four State Open; MSSU Alumni Association for Alumni Tracking Software; George A. Spiva Center for the Arts for a Veterans Art Exhibit; George Washington Carver Birthplace Association, for the Marketing the Park's 75th Anniversary year; ProMusica for 2018 Concert Series; Alliance of Southwest

Missouri for Hope Conference; Emancipation Celebration Committee for Emancipation Park Day Celebration; Downtown Joplin Alliance for 2018 Events Marketing; Central Christian Center for Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 18th Annual Carl Junction Bluegrass Festival; Joplin Art Fest Committee for the Joplin Arts Fest, and Historic Murphysburg Preservation, Inc. for Heritage Homes Tour , for utilization of FY2018 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

4. COUNCIL BILL NO. 2017-608

   AN ORDINANCE approving a License Agreement with Tempest, Inc. for their Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-005
   AN ORDINANCE approving the reclassification of the Senior Clerk positions in the City Prosecutor's Office in the Legal Department to become Legal Specialist – City Prosecutor's Office; and, containing an emergency clause.

   Documents:

   SUMMARY-PROSECUTOR LEGAL SPECIALIST RECLASSIFICATION POSITION FROM SENIOR CLERK_CB2017-005.PDF
   CB2017-005_RECLASSIFICATION OF PROSECUTOR SENIOR CLERK POSITION TO LEGAL SPECIALIST-PROSECUTOR OFFICE RANGE 160.PDF
   ATTACHMENT FOR CB2017-005 COPY OF PAYROLL RECLASSIFICATION SCHEDULE A.PDF
   LEGAL SPECIALIST-PROSECUTORS OFFICE JOB DESCRIPTION-08152017125747.PDF

2. COUNCIL BILL NO. 2017-147
   AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinance of the City of Joplin, Missouri to amend the speed limit on Schifferdecker Avenue from 9th Street to 20th Street to 45 mph and on Zora Avenue from St. Louis Avenue to Range Line to 40 mph; 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:

   CB SUMMARY SHEET FOR SPEED LIMIT CHANGES.PDF
   SPEED LIMIT CHANGE ON ZORA.PDF
   CB SPEED LIMIT CHANGES.PDF
   SPEED LIMIT CHANGE ON SCHIFFERDECKER.PDF

3. COUNCIL BILL NO. 2017-148
   AN ORDINANCE approving an amendment to the Work Authorization with Allgeier, Martin & Associates Inc., in the not to exceed amount of Forty-

Nine Thousand Six Hundred Twenty and no/100 Dollars ($49,620.00) for professional engineering consulting services for the ditch and culvert improvements, 4th and School Avenue project, and containing an emergency clause.

Documents:

CB 2017-148 SUMMARY SHEET.PDF
LOCATION MAP.PDF
REVISED AMENDMENT NO1 TO WA_EXHIBIT 1.PDF
CB 2017-148.PDF

4. COUNCIL BILL NO. 2017-149
AN ORDINANCE approving a Work Authorization with Allgeier, Martin & Associates Inc., in not to exceed amount of Seventy-Five Thousand and no/100 Dollars ($75,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project, and containing an emergency clause.

Documents:

CB 2017-149 SUMMARY SHEET.PDF
COMPLETEWAA AMA-OC17-01 08-14-2017.PDF
CB 2017-149.PDF

5. COUNCIL BILL NO. 2017-452
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, Three Hundred Ninety-Eight Dollars, no Cents, ($39,398.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2017-452-SUMMARY SHEET.PDF
CB2017-452-COUNCIL BILL.PDF
CB2017-452 SUPPLEMENTAL ITEM CONTRACT.PDF

6. COUNCIL BILL NO. 2017-453
AN ORDINANCE approving a Construction Agreement by and between Rio Contracting, LLC. and the City of Joplin, Missouri, for the amount of Fifty-Nine Thousand, One Hundred Eighty-Seven Dollars and no Cents ($59,187.00), for Modifications to the City of Joplin Health Department Storage Building; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2017-453-SUMMARY SHEET.PDF
CB2017-453-COUNCIL BILL.PDF
CB 2017-453- SUPPLEMENTAL ITEM BID SUMMARY.PDF
CB 2017-453 SUPPLEMENTAL ITEM RIO CONTRACT.PDF

11. Ordinances - First Reading

1. AMENDED COUNCIL BILL NO. 2017-270
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located (210 acres) north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2017-270-SUMMARY SHEET.PDF
   CB 2017-270-AMENDED COUNCIL BILL.PDF
   CB2017-270-EXHIBIT A.PDF
   CB2017-270-STAFF PLANNING REPORT.PDF
   CB2017-270-COMMISSION MINUTES.PDF

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

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

13. **Unfinished Business**

14. **New Business**

    1. News From The PIO

    2. Vote To Go To Closed Session

       Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021 (3) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

CITY OF JOPLIN



FY 2018
PROPOSED BUDGET

CITY OF JOPLIN

ESTIMATE OF NEEDS

PROJECTED FUND BALANCES

FOR FISCAL YEAR 2017-2018

	Audited Fund Balance at 10-31-16	Projected 2016-2017 Activity				Projected Fund Balance at 10-31-17	Projected 2017-2018 Activity				Projected Fund Balance at 10-31-18
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**21,399,576**	37,732,261	37,481,801	5,958,977	43,440,778	**15,691,059**	37,896,039	35,132,216	1,638,973	36,771,189	**16,815,909**
Convention & Tourism	**942,742**	1,356,000	1,216,532	20,000	1,236,532	**1,062,210**	1,356,000	1,260,008	20,000	1,280,008	**1,138,202**
Health & Welfare	**695,191**	2,662,178	2,354,237	406,004	2,760,241	**597,128**	2,483,366	2,399,970	-	2,399,970	**680,524**
Parks & Recreation	**131,422**	3,795,430	3,594,778	316,059	3,910,837	**16,015**	3,589,550	3,483,132	101,000	3,584,132	**21,433**
Solid Waste Management	**890,136**	3,007,619	2,866,876	-	2,866,876	**1,030,879**	3,010,978	2,876,889	10,000	2,886,889	**1,154,968**
Parks/Stormwater Sales Tax	**2,175,129**	3,461,578	1,133,521	3,665,347	4,798,868	**837,839**	3,675,000	1,187,504	2,653,500	3,841,004	**671,835**
Transportation Sales Tax	**7,683,464**	10,843,202	8,290,330	4,549,548	12,839,878	**5,686,788**	10,897,607	8,265,079	3,508,050	11,773,129	**4,811,266**
Capital Improvement Sales Tax	**15,968,326**	6,558,682	778,483	7,787,000	8,565,483	**13,961,525**	8,672,500	793,238	14,063,220	14,856,458	**7,777,567**
Community Development	**(826,391)**	12,593,072	12,490,970	90,332	12,581,302	**(814,621)**	9,701,142	9,681,572	2,850	9,684,422	**(797,901)**
Economic Development	**3,845,047**	40,000	-	-	-	**3,885,047**	38,000	-	-	-	**3,923,047**
Debt Service	**96,641**	2,988,577	2,995,888	-	2,995,888	**89,330**	150,000	147,206	-	147,206	**92,124**
Infrastructure Improvements	**292,684**	33,099,011	100,000	32,917,774	33,017,774	**373,921**	38,684,950	100,000	38,443,653	38,543,653	**515,218**
Revolving Public Improvements	**865,685**	33,750	70,750	-	70,750	**828,685**	33,750	70,750	100,000	170,750	**691,685**
EDA Grant	**776,852**	9,262,748	39,600	10,000,000	10,039,600	**-**	2,497,550	17,550	2,480,000	2,497,550	**-**
Regional Airport	**24,673,763**	7,070,093	2,368,130	6,094,417	8,462,547	**29,375,726**	1,607,600	2,301,495	106,638	2,408,133	**28,681,831**
Municipal Golf Course	**268,167**	649,000	720,112	234,756	954,868	**197,055**	1,126,000	731,634	98,700	830,334	**591,421**
Sanitary Sewer	**70,451,736**	25,841,429	13,920,352	17,355,262	31,275,614	**82,372,813**	12,738,200	13,876,875	7,234,550	21,111,425	**81,234,138**
Central Garage	**84,637**	1,494,000	1,349,289	10,571	1,359,860	**229,348**	1,344,000	1,379,228	53,110	1,432,338	**194,120**
Health Self-Insurance	**1,954,330**	5,552,338	5,365,000	-	5,365,000	**2,141,668**	5,552,300	5,335,000	-	5,335,000	**2,358,968**
Workers Compensation Self-Ins	**2,469,909**	988,369	713,505	-	713,505	**2,744,773**	907,691	758,111	-	758,111	**2,894,353**
Liability & Property Insurance	**793,994**	1,341,003	1,094,304	-	1,094,304	**1,040,693**	1,049,793	1,090,161	-	1,090,161	**1,000,325**
Emergency Communications	**847,398**	2,109,755	1,937,716	1,210,888	3,148,604	**1,019,437**	2,018,695	2,018,088	49,850	2,067,938	**1,020,044**
Joplin TIF Commission	**2,174,073**	2,000,922	20,249	2,100,000	2,120,249	**2,054,746**	2,017,000	16,000	2,100,000	2,116,000	**1,955,746**
Joplin Redevelopment Corporation	**1,695,566**	3,246,000	3,280,300	96,082	3,376,382	**1,565,184**	3,246,000	1,799,770	96,082	1,895,852	**2,915,332**

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 47,101,600	$ -	$ 5,260,000	$ 52,361,600
Licenses & Permits	1,703,500	-	-	1,703,500
Fines & Forfeitures	1,339,100	-	-	1,339,100
Service Charges & User Fees	3,631,500	16,457,295	-	20,088,795
Charges & Assessments	1,328,764	7,763,984	-	9,092,748
Other Income & Donations	627,150	148,000	3,000	778,150
Intergovernmental	57,873,623	525,000	-	58,398,623
TOTAL REVENUES	**$ 113,605,237**	**$ 24,894,279**	**$ 5,263,000**	**$ 143,762,516**
EXPENDITURES				
General Government	$ 5,423,284	$ 9,293,197	$ 3,512,582	$ 18,229,063
Public Safety	19,692,213	1,926,649	-	21,618,862
Public Works	2,630,669	2,133,544	-	4,764,213
Highways & Streets	28,053,594	-	-	28,053,594
Environmental	2,826,272	10,737,805	-	13,564,077
Health Services	2,334,073	-	-	2,334,073
Culture & Recreation	5,854,551	704,705	-	6,559,256
Social Services	10,387,971	-	-	10,387,971
Debt Service	147,206	806,638	-	953,844
Infrastructure/Economic Development	38,543,653	-	-	38,543,653
TOTAL EXPENDITURES	**$ 115,893,486**	**$ 25,602,538**	**$ 3,512,582**	**$ 145,008,606**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (2,288,249)**	**$ (708,259)**	**$ 1,750,418**	**$ (1,246,090)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 9,081,195	$ 1,450,000	$ -	10,531,195
Transfers Out	(12,542,874)	(1,888,054)	(499,270)	(14,930,198)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,461,679)**	**$ (438,054)**	**$ (499,270)**	**$ (4,399,003)**
NET CHANGE IN FUND BALANCE	**$ (5,749,928)**	**$ (1,146,313)**	**$ 1,251,148**	**$ (5,645,093)**
FUND BALANCE, BEGINNING OF YEAR	**$ 43,245,805**	**$ 119,121,513**	**$ 3,619,930**	**$ 165,987,248**
FUND BALANCE, END OF YEAR	**$ 37,495,877**	**$ 117,975,200**	**$ 4,871,078**	**$ 160,342,155**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 101,354,030	$ -	$ 101,354,030
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	14,847,680	-	-	14,847,680
Unrestricted Fund Balance/Net Assets	22,648,197	12,917,409	4,871,078	40,436,684
TOTAL FUND BALANCE SUMMARY	**$ 37,495,877**	**$ 117,975,200**	**$ 4,871,078**	**$ 160,342,155**

REVENUES

FY 2018 Proposed Budget

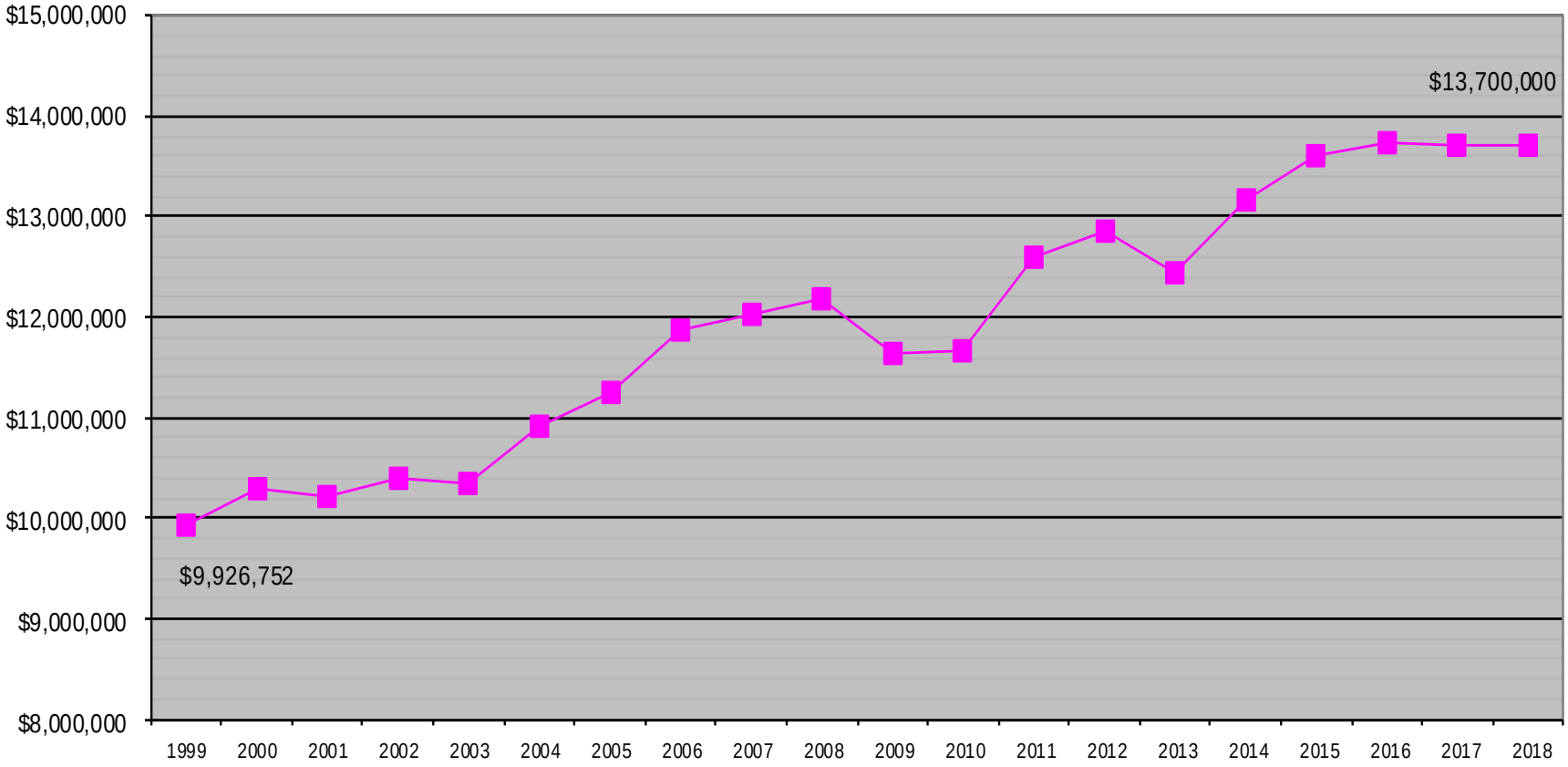
General Sales Tax	$	13,700,000
Public Safety General Sales Tax		6,850,000
Utility Franchise Tax		6,210,000
Interest Earnings		561,500
Fines & Forfeitures		1,339,100
Other Income		216,650
Parks & Stormwater Sales Tax		3,425,000
Transportation Sales Tax		6,850,000
Capital Improvement Sales Tax		5,137,500
Wastewater Fees		12,095,000
Intergovernmental (Grants)		58,398,623
Charges for Services		18,790,043
Other Taxes		8,870,000
Property Taxes		1,319,100
TOTAL REVENUE	**$**	**143,762,516**

REVENUE HIGHLIGHTS

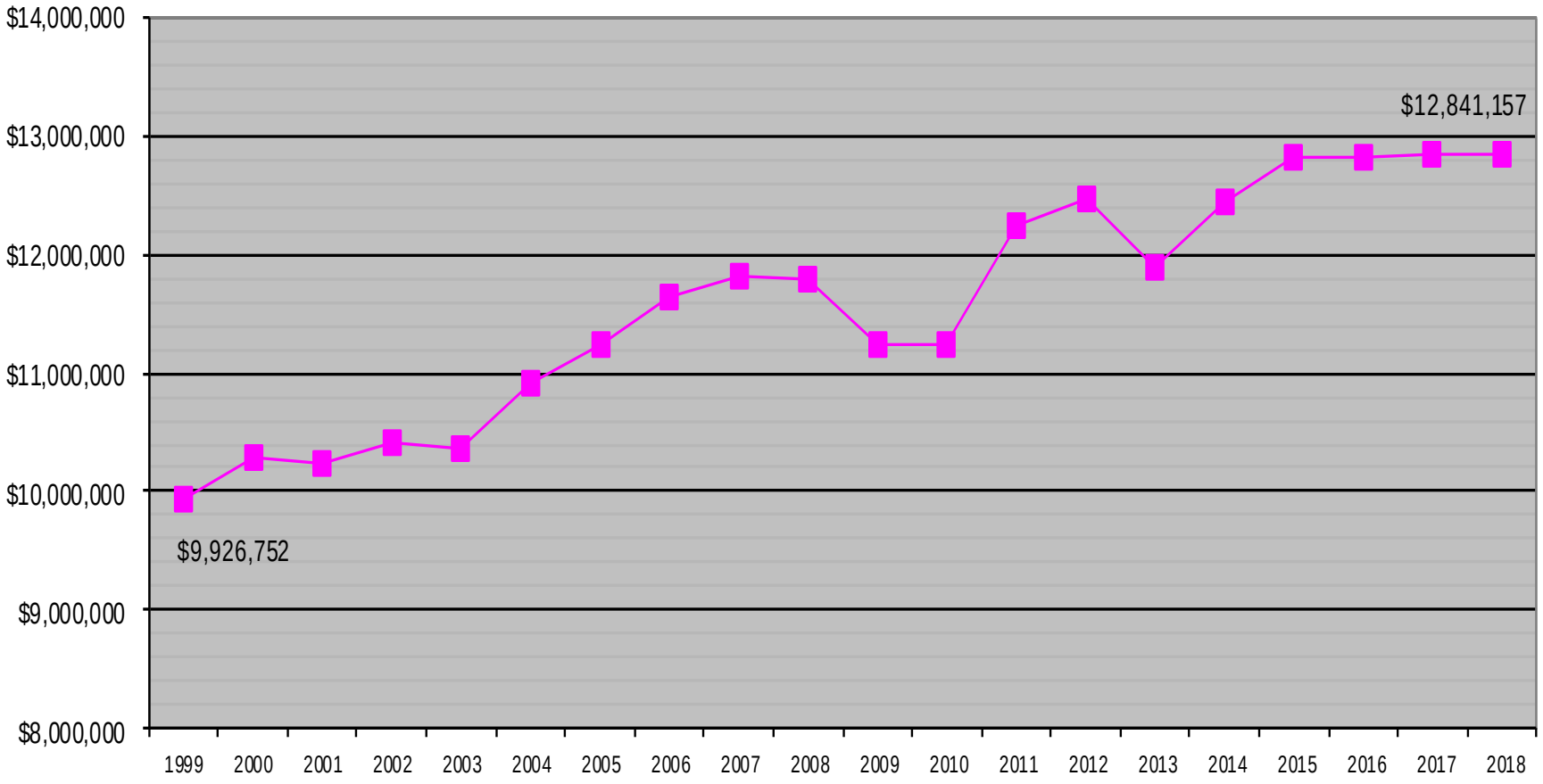
- **Sales Tax**
  - Sales Tax is projected to remain unchanged from actual collections in FY 2016 and anticipated collections in FY 2017.

  - Revenue generated from the 1.0% General Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvements Sales Tax is expected to be approximately $36 million in FY 2018.

1% GENERAL GROSS SALES TAX

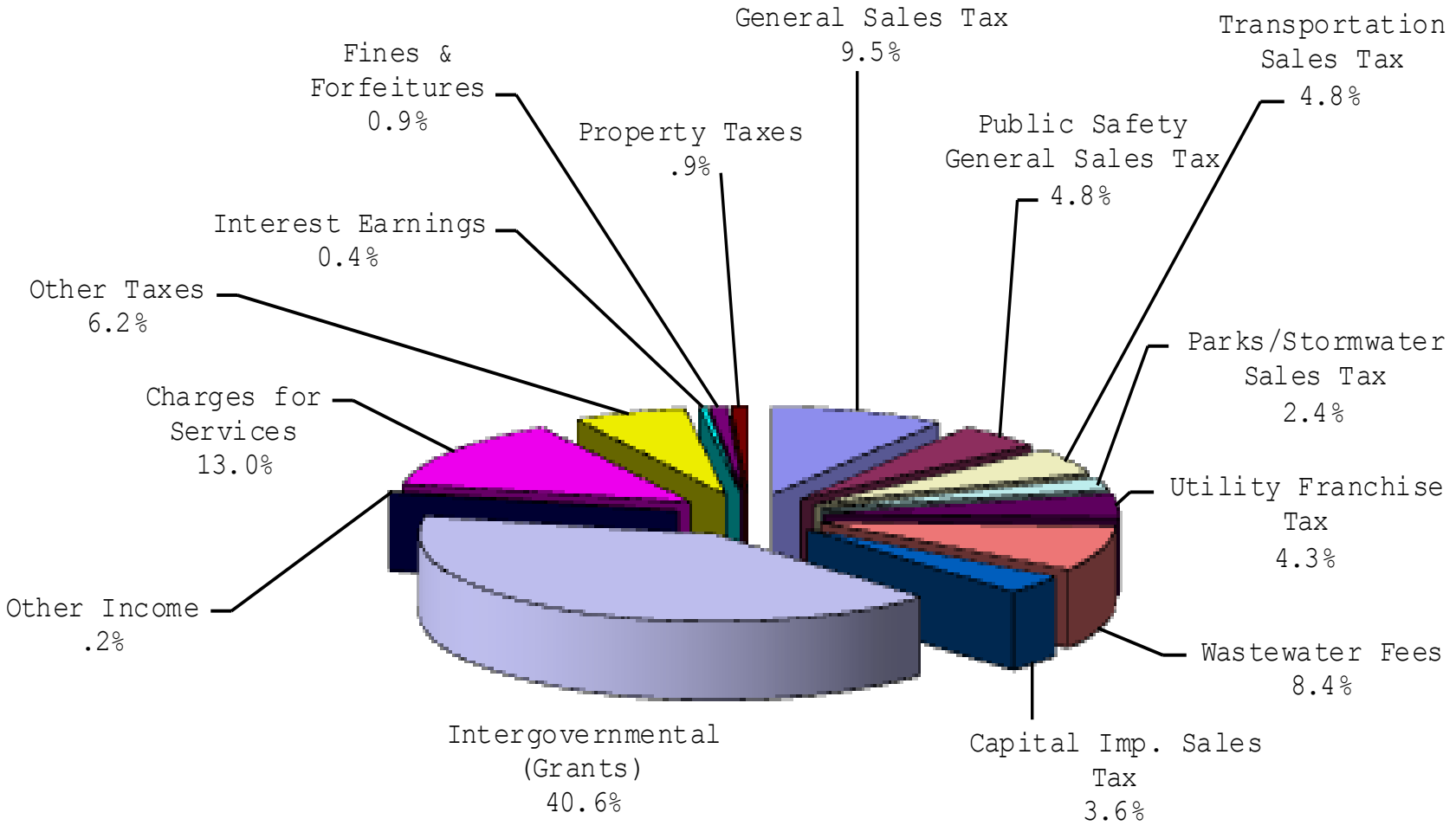


1% GENERAL NET SALES TAX (Less TIF Payments)

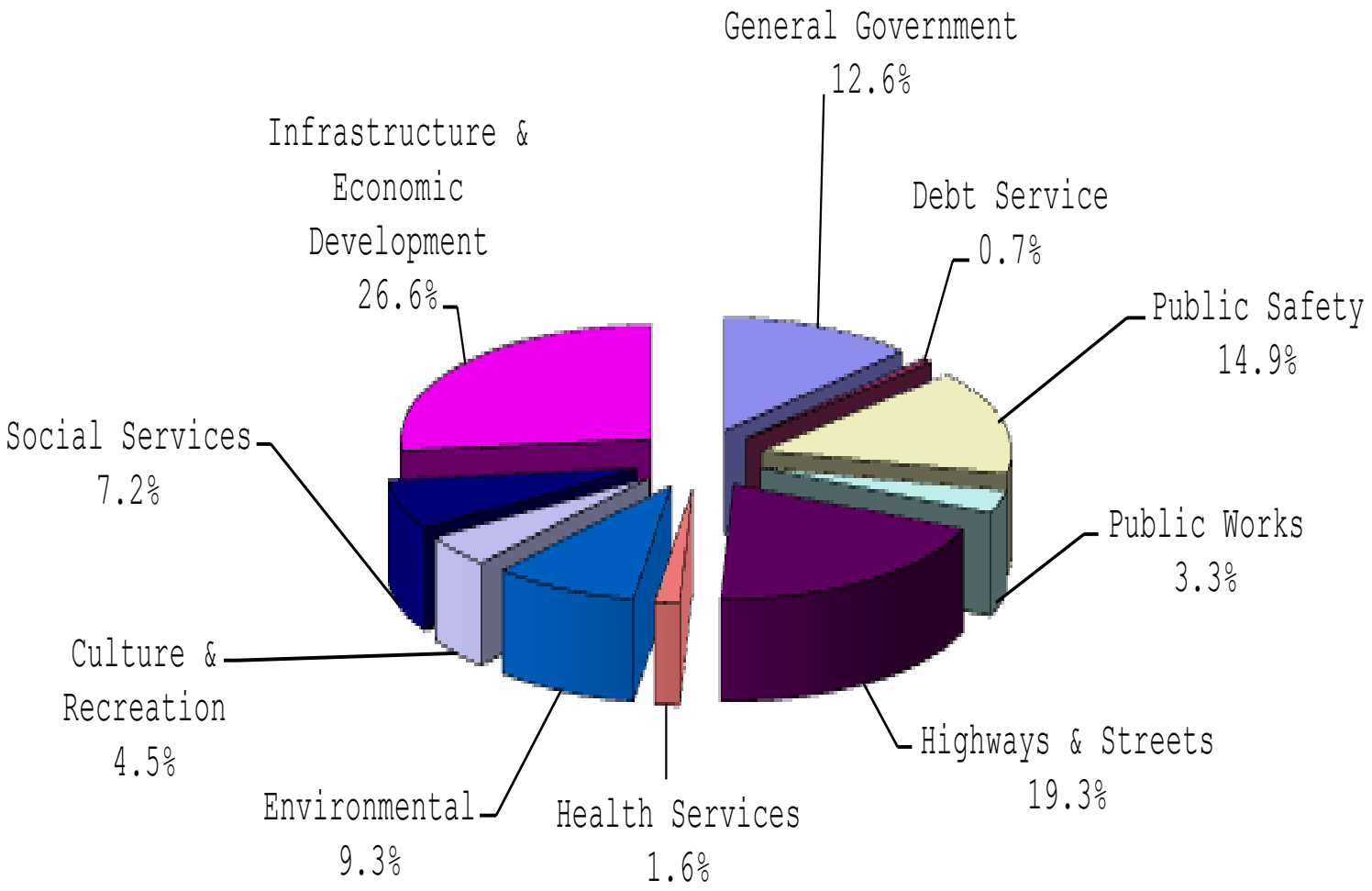


TOTAL REVENUE BY TYPE – ALL FUNDS

FY 2018 Budget

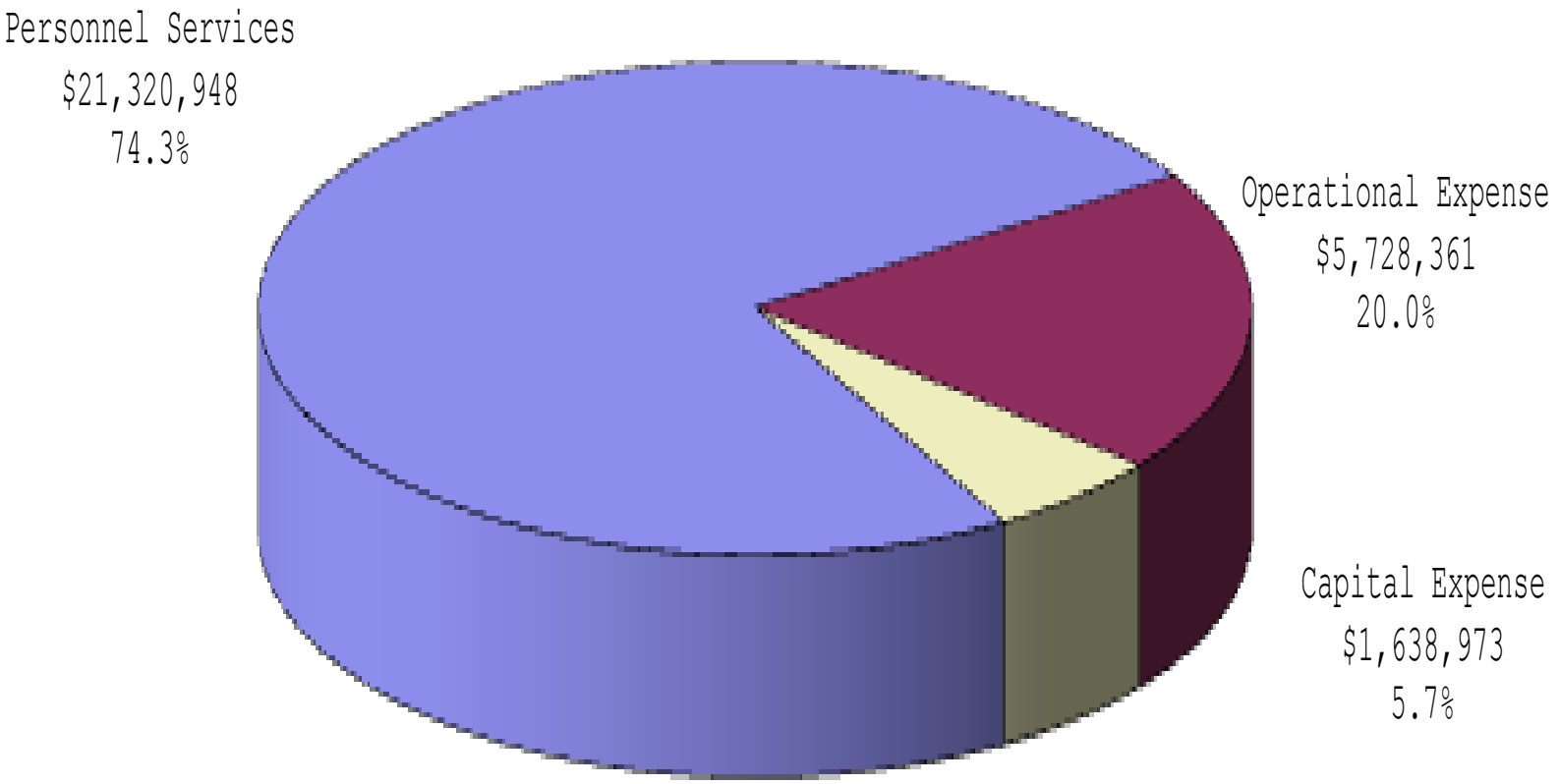


EXPENDITURES BY FUNCTION – ALL FUNDS
FY 2018 Budget



TOTAL EXPENDITURES GENERAL FUND

FY 2018 Budget



POSITIONS BY FUND
Full-Time Equivalents (FTE)

	FY 2016 Actual	FYE 2017 Actual	FY 2018 Proposed Budget
GENERAL FUND			
City Manager	4.00	3.00	3.00
City Clerk	2.00	2.00	2.00
Legal Services	6.65	6.40	6.40
Human Resources	4.50	4.50	4.00
Building Regulations	6.00	6.00	6.00
Finance	11.00	10.00	10.00
Information Technology	5.00	4.00	4.00
Municipal Court	10.00	10.00	10.00
Public Works	20.30	19.30	19.30
Police	142.80	139.80	139.80
Fire	95.00	96.00	96.00
Cemeteries	8.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	6.20	4.20	4.20
Total General Fund	**323.65**	**314.40**	**313.90**
SPECIAL REVENUE FUNDS			
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	34.30	33.30	33.55
Parks & Recreation	44.25	39.65	39.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	11.90	14.50	14.50
Transportation Sales Tax	58.20	58.20	59.20
Capital Improvements Sales Tax	1.90	1.90	1.90
Community Planning	12.80	12.80	12.80
Total Special Revenue Funds	**171.80**	**168.80**	**170.05**
ENTERPRISE FUNDS			
Regional Airport	8.55	8.55	8.55
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	50.70	52.70	52.70
Total Enterprise Funds	**69.75**	**71.75**	**71.75**
INTERNAL SERVICE FUNDS			
Central Garage	6.20	5.20	5.20
Workers Compensation	-	-	0.50
Liability & Property Self-Insurance	0.50	0.50	0.50
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**28.70**	**27.70**	**28.20**
TOTAL FTE - ALL FUNDS	**593.90**	**582.65**	**583.90**

Not included in FTE Count:

One Public Defender in Municipal Court (Contract)

Nine City Councilors (Stipend)

FY 2018 PROPOSED PERSONNEL CHANGES

- General Fund:
  - In Prosecutor's Office, reclassified Senior Clerk to Legal Specialist (2 positions)
- Health & Welfare Fund:
  - In WIC, increased Lead Peer Counselor hours from 1,400 to 1,976 hours (100% grant funded)
- Parks & Recreation Fund:
  - In Recreation Programs, changed one Seasonal Recreational Instructor title only to Seasonal Athletics Supervisor (no change in budget appropriations)

FY 2018 PROPOSED PERSONNEL CHANGES

- Parks & Stormwater Sales Tax Fund:
  - In Parks Sales Tax, changed one Seasonal Cashier title only to Seasonal Concession Supervisor (no change in budget appropriations)
- Transportation Sales Tax Fund:
  - In MAPS, added Transit Dispatcher position (50% grant funded)
- Golf Course Fund:
  - In Golf Administration, changed one Seasonal Cashier title only to Seasonal Lead Cashier (no change in budget appropriations)

FY 2018 PROPOSED PERSONNEL CHANGES

- 2% Across-the-Board Wage Increase effective November 1, 2017

EXPENDITURE HIGHLIGHTS

- General Fund: $ 1,638,973
  - City Hall Roof Restoration - $125,000
  - Police Body Cameras (50% Grant Funded) - $110,000
  - Fire Station #7 Design & Construction Management (Public Safety Sales Tax) - $400,000
  - Fire Self-Contained Breathing Apparatus (90% Grant Funded) - $261,000

- Parks & Stormwater Sales Tax Fund: $ 2,653,500
  - TS0605 – Regional Detention, W. of Arizona & N. of 32nd - $750,000
  - TS0612 – Ditch & Culvert Improvements, 4th & School Avenue - $1,250,000
  - TS0510 – McClelland to Town Green via Tin Cup Trail - $500,000

EXPENDITURE HIGHLIGHTS

- Transportation Sales Tax Fund: $ 3,508,050
  - Street Maintenance - $150,000
  - Street Projects (Overlay) - $2,100,000
  - Parking Lot – 700 Block of Wall Avenue - $300,000
  - Transit System Operational Review & Long Range Plan - $375,000
  - Replacement 22’ MAPS Vehicle (2) - $130,000

EXPENDITURE HIGHLIGHTS

- Capital Improvement Sales Tax Fund: $ 14,063,220
  - TC0601 – 32nd Street – Schifferdecker to Country Club Rd (ROW) - $645,110
  - TC0602 – 32nd Street – County Club to Central City Road (ROW) - $645,110
  - TC0605 – Intersection Improvements – Connecticut & 32nd St. (ROW) - $250,000
  - TC0607 – 44th Street - Rangeline to Connecticut (ROW) - $200,000
  - TC0608 – Zora – Rangeline to MO 249 (ROW) - $250,000
  - TC0603 – Neighborhood Transportation Improvements - $150,000
  - TC0604 – Street Surface Repair - $250,000
  - TC0605 – Intersection Improvements – Main & 32nd Street - $500,000
  - TC0605 – Intersection Improvements – Indiana & 32nd Street - $500,000

EXPENDITURE HIGHLIGHTS

- Capital Improvement Sales Tax Fund Continued:
  - TC0605 – Intersection Improvements – Connecticut & 32nd St. - $500,000
  - TC0609 – Connecticut – Overpass at I-44 - $5,000,000
  - TC0613 – Jackson – Bridge Replacement at Shoal Creek - $2,500,000
  - TC0614 – Schifferdecker – New Bridge at Turkey Creek - $2,400,000
  - TC0516 – Existing Traffic Signal Upgrades – Rhythm Systems - $270,000

EXPENDITURE HIGHLIGHTS

- Infrastructure Fund: $ 38,443,653
  - Senior Center Facility – CDBG-DR - $4,000,000
  - Sidewalk Projects - $100,000
  - MSSU Trail (FHWA Grant Funded) - $300,528
  - Trail Projects – CDBG-DR - $918,123
  - CDBG Entitlement Infrastructure - $300,000
  - Crossroads Industrial Park – CDBG-DR - $2,723,405
  - Infrastructure #1 – CDBG-DR - $24,510,639
  - Infrastructure #2 – CDBG-DR - $4,765,958
  - Mohaska Water Quality Basin- CDBG-DR - $450,000
  - Main Street Streetscape Project – CDBG-DR - $150,000
  - 20th Street Streetscape Project – CDBG-DR - $150,000

EXPENDITURE HIGHLIGHTS

- EDA Grant Fund: $2,480,000
  - Wildwood Sewer Extension - $2,230,000
  - Wildwood Street Project – 32nd Street - $250,000

- Sanitary Sewer Fund: $7,234,550
  - Tin Cup Lift Station Rehabilitation - $1,400,000
  - Replacement Screw Pump – Turkey Creek - $1,500,000
  - Twin Equalization Basin Study & Rehabilitation - $315,000
  - 7th Street East Annexation Sanitary Sewer Extension - $400,000
  - I & I Rehabilitation - $1,750,000
  - Infrastructure #1 & #2 Sewer Improvements – CDBG-DR - $500,000
  - Parallel Lines from Filmore Bridge to Gravity Line - $1,100,000

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES August 7, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

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

ROLL CALL – Answering Roll Call were: Taylor Brown; Melodee Colbert-Kean, Miranda Lewis, Gary Shaw; Michael Seibert, Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul. Absent: Dan McCreary. Motion by Mr. Stanley, second by Mrs. Lewis to excuse Mr. McCreary. Motion carried 8-0.

PRESENTATIONS

Mayor Seibert presented a proclamation to Angela Jobes and Sara Pace, Lead Peer Counselors for the City of Joplin Health Department, to proclaim August 2017 as Missouri Breastfeeding Month.

Mayor Seibert presented a proclamation to Stephanie Denham and Wendy Gregory to recognize the outstanding work of the Meals on Wheels program.

Leisa Harnar, Operations and Development Director of Head Start/Early Start gave a presentation on Carver Nursery. She stated the Early Head Start would like to partner with the City of Joplin to utilize the Carver Nursery to provide high quality child care services for 8-16 infants and toddlers, in a full-day, full-year program. She asked that the same type of agreement as the Joplin Sports Authority (between COJ and JSA) be available and that they be allowed to apply the costs of construction toward their rent payment (approximately $300/month). Mr. West made a motion, with a second by Mr. Stanley, to instruct city staff to proceed with drafting a lease agreement with the City of Joplin and the Early Head Start Program to present to the city council for their review and approval. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Mr. Allen Shirley submitted a late (after agenda was closed) request to address the city council regarding a nomination to the National Register of Historic Location. Motion by Mr. Stinnett, second by Mr. Brown to allow Mr. Shirley to speak. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. Mr. Shirley

is a current member of the Missouri Advisory Council for Historic Preservation and he announced that the Pennington Drug building was issued a historic designation for the national register. It is now available for tax credits for interested developers. (45% in tax credits).

PUBLIC HEARINGS
Public Hearing Procedures – read by Assistant City Clerk, Barbara Gollhofer

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-269 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located Northeast corner of I-44 and US Highway 66 in the City of Joplin, Jasper County, Missouri. (Requested by Quapaw Tribe. Planning and Zoning recommended approval).

Mayor Seibert opened the public hearing.

Alan Mauk, 4404 Aardvark Drive, Joplin, MO appeared in favor of this item.

No one appeared in opposition of this item.

The public hearing was closed.

Mr. Shaw introduced Council Bill No. 2017-269. Motion by Mr. Shaw, second by Mr. Stanley, that Council Bill No. 2017-269 be placed on First Reading and advanced to Second Reading and Third Reading. Voting in favor were council members: Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 7. Nays: 1, Brown. Absent: McCreary, 1. The Council Bill was read as Council Bill No, 2017-269.

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

Mayor Seibert opened the public hearing.

Dave Johnson, Construction Adventures, 5465 Hwy 43 South, Joplin, appeared in favor of this item.

No one appeared in opposition of this item.

The public hearing was closed.

Mr. West introduced Resolution No. 2017-009. Motion by Mr. West, second by Mr. Shaw, that Resolution No. 2017-009 be approved. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 7. Nays: 1, Brown. Absent: McCreary, 1. **Resolution No. 2017-009.**

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

Rob O'Brian, Vice President of the Joplin Industrial Development Authority, 320 East 4th Street, Joplin, MO, appeared in favor of this item.

No one appeared in opposition to this item.

Mr. Stanley introduced Council Bill No. 2017-270. Motion by Mr. Stanley, second by Mr. West to Table Council Bill No. 2017-270 (due to an incorrect legal description on the council bill). Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Bill was **Tabled**.

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

Minutes of the July 17, 2017 Council Meeting.

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Stinnett introduced COUNCIL BILL NO.2017-144 - AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, in a not to exceed amount of Four Hundred Nine Thousand Four Hundred Fourteen ($409,414.00) for the construction of intersection improvements at 32nd & Indiana Avenue; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mrs. Colbert-Kean that Council Bill No. 2017-144 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-107**.

Mr. Stanley introduced COUNCIL BILL NO. 2017 - 145 - AN ORDINANCE approving an agreement with the Missouri Highway and Transportation Commission for Federal funding for design costs to replace sidewalks along Main Street from 11th Street to 15th Street; authorizing the City Manager or his designee to execute the same, by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-145 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, and Stinnett, 7. Nays: West, 1. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-108**

Mr. Stinnett introduced COUNCIL BILL NO. 2017 -146 - AN ORDINANCE approving an agreement for Olsson Associates Inc., not to exceed One Hundred Sixty-Nine Thousand Two Hundred Eight and no/100 Dollars ($169,208.00) for professional engineering consulting services for Main Street from 11th to 15th Streets improvements, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-146 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, and Stinnett, 7. Nays: West, 1. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-109**

Mr. Stinnett introduced COUNCIL BILL NO. 2017 - 371 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the repair & securing of the structure located at 1411 Campbell Parkway in the City of Joplin, Missouri, for the amount of One Thousand Two Hundred and 00/100 Dollar ($1,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley, that Council Bill No. 2017-371 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-110**

Mr. West introduced COUNCIL BILL NO. 2017 -372 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 1909 S. Moffet in the City of Joplin, Missouri, for the amount of Three Thousand Two Hundred Ninety- Nine and 00/100 Dollars (3,299.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Brown, that Council Bill No. 2017-372 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-111**

Mr. Stanley introduced COUNCIL BILL NO. 2017 - 373 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1108 McKinley in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety- Nine and 00/100 Dollars (2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Lewis that Council Bill No. 2017-373 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-112**

Mr. Stinnett introduced COUNCIL BILL NO. 2017 - 513 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Casey Harrison for the sale of approximately 6,250 square feet of land at 2014 Porter; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2017-513 be approved on an emergency basis. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-113**

ORDINANCES – FIRST READING

Mr. Stanley introduced COUNCIL BILL NO. 2017-006-AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Motion by Mr. Stanley, second by Mr. Shaw, that Council Bill No. 2017-006 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were council

members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was read as being **Council Bill 2017-006**.

Mr. Stanley introduced COUNCIL BILL NO. 2017-606 - AN ORDINANCE approving the applications of Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Ozark Christian College, for 2018 Conference Series; Active Lifestyle Inc., for Joplin Memorial Marathon; Rufus Racing, for Summer Roundup Triathlon; Joplin Disc Golf Club for 13th Annual Four State Open; MSSU Alumni Association for Alumni Tracking Software; George A. Spiva Center for the Arts for a Veterans Art Exhibit; George Washington Carver Birthplace Association, for the Marketing the Park's 75th Anniversary year; ProMusica for 2018 Concert Series; Alliance of Southwest Missouri for Hope Conference; Emancipation Celebration Committee for Emancipation Park Day Celebration; Downtown Joplin Alliance for 2018 Events Marketing; Central Christian Center for Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 18th Annual Carl Junction Bluegrass Festival; Joplin Art Fest Committee for the Joplin Arts Fest, and Historic Murphysburg Preservation, Inc. for Heritage Homes Tour , for utilization of FY2018 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2017-606 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Seibert, Stanley, Stinnett and West, 7. Nays: 0. Absent: McCreary, 1. Abstention: Shaw, 1. The Council Bill was read as being **Council Bill No. 2017-606**

Mr. Stinnett introduced COUNCIL BILL NO. 2017 - 608 - AN ORDINANCE approving a License Agreement with Tempest, Inc. for their Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-608 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1. The Council Bill was read as being **Council Bill 2017-608**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

Motion by Mr. Shaw, second by Mr. West to set the date for the public hearing on the FY 2017-18 proposed budget for August 21, 2017. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1.

Motion by Mr. Shaw, second by Mr. Stanley to set the date for the public hearing on the property tax rate for August 28, 2017. Voting in favor were council members: Brown, Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: McCreary, 1

Announcements from the PIO

The Joplin Police Department reminds residents that Joplin schools start next week on Thursday, August 17, and encourages drivers to be aware of more pedestrian and vehicular traffic during morning hours as well at the end of the school day, from approximately 2:30 p.m. to 3:45 p.m.

Please note that the school crossing zones have a lower speed limit during these times. Let's make it a safe year and slow down during these times and keep our kids safe.

It's a busy time for many adults getting their families ready for the school routine. Once you have the shopping and planning done – give yourself some time to enjoy one of the adult soccer or softball leagues hosted by Joplin Parks and Rec. There are also other activities available for you and your kids. Check out the many options at Joplinparks.org

Another idea to get outside is to tackle that yardwork. After trimming trees and clearing brush, bring it to the City's free drop off on Saturday, August 19. It's open from 8 a.m. to 2 p.m. for residents to the drop off tree limbs and brush and is located at 1702 North Schifferdecker, just about a half a mile north of Belle Center Road on the west side of Schifferdecker.

And just in case these options don't fit your lifestyle – then here's one more - Come to Downtown Joplin for Third Thursday on Thursday, August 17. Always a good time to see fellow citizens and enjoy the various booths and displays.

Comments from Council:

Mr. Stinnett asked City Manager Anselm how the change order policy is shaping up. Mr. Anselm replied he's working with the PW department on getting a more readable and easily explained format.

Mr. Brown announced he will be in a dunk booth at the Shoal Creek Water Festival this Saturday, August 12, 2017.

Mr. Shaw asked for clarity on the proper protocol for the turning lanes on North Range Line between 7th Street and 4th Street. Police Chief Matt Stewart stated that a driver should get into the turn lane as quickly and safely as possible.

Mr. Stanley remarked that he was pleased with the number of citizens participating in the recycling program and he would like to see participation continue to grow. He also commented on a letter to the editor from Phil Hockemeyer of Darlington Cookie Factory and the old Safeway Bakery. Mr. Hockemeyer thanked the City of Joplin for the generous grant that helped opened the plant to help it get running again. Mr. Stanley was appreciative of the accolades given to COJ city staff.

There being no further business the meeting adjourned at 7:47p.m.

Submitted,

_____

Barbara J. Gollhofer, Assistant City Clerk

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: August 21, 2017

ITEM: Council Bill No. 2017-005, approving the reclassification of the Senior Clerk positions in the City Prosecutor's Office in the Legal Department to become Legal Specialist – City Prosecutor's Office.

ORIGINATING DEPARTMENT: Legal

ATTACHMENTS: Council Bill No. 2017-005; Attachment "A" Reclassification financial impact; and, copy of the job description for Legal Specialist – Prosecutor's Office.

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves a job title reclassification in the Prosecuting Attorney's office for the current position of Senior Clerk. The position is requested to be reclassified as a Legal Specialist – Prosecutor's Office.

DISCUSSION:

There are two (2) Senior Clerk positions in the City Prosecuting Attorney's office. The current Senior Clerk position carries a job title and description that is used City-wide in many departments. It does not, however, fit the job duties and responsibilities performed by the clerks in the Prosecutor's office.

This job title and description has been in place for at least twenty (20) years. In the last few years, there have been job openings for this position in the Prosecuting Attorney's office, and it became very clear that the applicants who applied for the job, while meeting the minimum requirements for the Senior Clerk position, did not have the qualifications and experience required to perform the duties in the Prosecutor's office. These duties are much more specialized, and it is very helpful for applicants to have experience and training in the legal field, such as a law office, or court clerk's office.

The new job description, Legal Specialist – Prosecutor's Office, contains a much more detailed job description and listing of the duties and responsibilities that are performed on a daily basis. This job description is similar to that of Legal Specialist – City Attorney's Office, and is included in the same salary range.

The Salary Range for a Senior Clerk is 130 and Legal Specialist is 160. One clerk would see a pay increase from $13.60 an hour to $14.07 per hour, and the other from $11.58 an hour to $14.07 per hour. This increase has been built into the 2017-18 Budget, and can be absorbed in

the 2016-17 Budget surplus savings in the department for the remaining weeks in this fiscal year.

This proposed reclassification was presented to the Personnel Board and was unanimously approved.

RECOMMENDATION:

Staff recommends approval on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2017-005 ORDINANCE NO.

AN ORDINANCE approving the reclassification of the Senior Clerk positions in the City Prosecutor's Office in the Legal Department to become Legal Specialist – City Prosecutor's Office; and, containing an emergency clause.

WHEREAS, the City of Joplin desires to reclassify the Senior Clerk positions in the City Prosecutor's Office; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That the Senior Clerk positions in the Legal Department City Prosecutor's Office be reclassified and adopted to be: 'Legal Specialist – City Prosecutor's Office', as shown on Schedule "A" attached hereto, at a salary range of 160 within the Salary Administration Plan of the City of Joplin.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
FINANCIAL IMPACT OF PROPOSED RECLASSIFICATION
AS OF JULY 14, 2017
SCHEDULE "A"

CURRENT JOB TITLE	CURRENT PAY RANGE	CURRENT WAGES	CURRENT BENEFITS	CURRENT TOTAL COST	PROPOSED JOB TITLE	PROPOSED PAY RANGE	PROPOSED WAGES	PROPOSED BENEFITS	PROPOSED TOTAL COST	YR ONE FINANCIAL IMPACT	PARTIAL YEAR FINANCIAL IMPACT
Senior Clerk	130	24,086	11,382	35,468	Legal Specialist	160	29,359	12,524	41,883	6,415	1,604
Senior Clerk	130	28,298	11,965	40,263	Legal Specialist	160	29,430	12,211	41,641	1,378	345
TOTAL FINANCIAL IMPACT OF RECLASSIFICATION										**7,793**	**1,948**

JOB DESCRIPTION
CITY OF JOPLIN
LEGAL SPECIALIST

TITLE: LEGAL SPECIALIST – PROSECUTOR'S OFFICE

DEPARTMENT: LEGAL

DESCRIPTION:
Under general supervision, performs a variety of technical legal work including drafting of documents and letters and other legal activities. Reports to the Prosecuting Attorney and Assistant Prosecuting Attorney.

GENERAL DUTIES AND RESPONSIBILITIES:
THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance, dependability, communication and organization are extremely important.
- Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:
WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Transcribes and edits data; drafts documents including legal agreements, pleadings and letters.
- Prepares files for trial: issue subpeonas, collect evidence, ensure subpeonas are delivered properly and timely.
- Collects evidence from officers/citizens for cases.
- Possesses knowledge of the Missouri Uniform Law Enforcement System.
- Monitors office supply inventory and prepares purchase orders, requisitions.
- Maintains files of records.
- Maintains records of court dockets and depositions.
- Performs legal research and preparation of responses to officials and citizen inquiries.
- Oversees preparation and maintenance of a variety of office records and files.
- Answers telephones and serves as office manager for both the Prosecuting Attorney and the Assistant Prosecuting Attorney.
- Manages attorneys' calendars and scheduling appointments as needed.
- Maintains friendly and professional working relationships with other departments and outside offices.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:
LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with officials, department heads, other city employees, other government officials, and the public.

MATHEMATICAL ABILITY
JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of general office management principles and practices.
- Working knowledge of the ordinances, policies and procedures.
- Knowledge of various software programs and computer skills.
- Knowledge of and ability to use the internet for information and research.
- Knowledge of basic research, analysis and problem solving techniques and practices.
- Skill in understanding and interpreting complex laws, rules, policies and procedures.
- Knowledge of the Missouri Uniform Law Enforcement System.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting; must have a degree of manual dexterity sufficient to operate office equipment such as computers, typewriters, copiers, FAX machines, telephones.
- Sightedness is required adequate to read, enter and process records; must be mobile to such a degree that allows effective job related movement around work area or building to perform essential job functions; low levels of twisting and bending may be required.

ENVIRONMENTAL ADAPTABILITY

- Skill in maintaining record management system.
- Skill in organizing and coordinating a variety of administrative projects and activities.
- Skill in researching, analyzing and recommending solutions to issues involving practices and procedures.
- Skill in researching, analyzing and referring questions involving citizens to appropriate department or agency for resolution.
- Skill in operating a variety of office equipment including computers, transcription machines, copiers, telephone, FAX machines and calculators.
- Skill in operating keyboards.
- Ability to work well under pressure and time constraints and be adaptable and flexible in work patterns.
- Ability to maintain confidentiality.

GENERAL QUALIFICATIONS:

- Graduation from high school or GED equivalent and coursework in business, computer research, software applications and three years of office experience including one year in a law or similar office.
- Able to enter data accurately and quickly.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 21, 2017
Council Bill No. 2017-147

Item: Amend Chapter 114-822 Traffic, of the Code of Ordinances of the City of Joplin dealing with the speed limits established on Schifferdecker Avenue and Zora Avenue.

Originating Department: Public Works – Engineering

Attachments: 1) Location Maps
2) Current Sections of Code being amended
3) Council Bill No. 2017-147

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

Recommended Action: Approval of an Ordinance to change the existing 35 mph speed limit on Schifferdecker Avenue from 20th Street to 9th Street to 45 mph and the existing 35 mph speed limit on Zora Avenue from St. Louis to Range Line to 40 mph.

Background: A speed study was conducted on Schifferdecker Avenue from 20th Street to 9th Street. Speed observations were collected along Schifferdecker Avenue at the intersections and at the 1700 block. This study was done based on AASHTO standards, which is a set of nationally recognized engineering standards. Guidelines for the study used criteria from speed limit determination such as prevailing speed, accident rate, and access points along this section of roadway. Prevailing speed or 85th percentile speed observed along Schifferdecker Avenue was 46 mph. The posted speed limit for the segment is 35 mph. Engineering staff recommends an increase to the speed limit of 10 mph. The existing speed limit from south of 20th Street is 45 mph and increasing the speed limit along the segment in question would provide a consistent speed limit along the corridor. Another speed study was conducted on Zora Avenue from St. Louis to Range Line. Speed observations were collected along Zora Avenue at the intersections or St. Louis and Florida Avenues. This study was done based on AASHTO standards, which is a set of nationally recognized engineering standards. Guidelines for the study used criteria from speed limit determination such as prevailing speed, accident rate, and access points along this section of roadway. Prevailing speed or 85th percentile speed observed along Zora Avenue was

43 mph. The posted speed limit for this segment is 35 mph. Engineering staff recommends an increase to the speed limit of 5 mph. The existing speed limit from west of St. Louis Avenue is 35 mph and increasing the speed limit along the segment in question would provide a consistent speed limit along the corridor

Discussion: The Traffic Commission took up the issue on July 13, 2017 and approved a recommendation to the Joplin City Council for the permanent establishment of the said speed zones to 45 mph for Schifferdecker Avenue and 40 mph for Zora Avenue. After review, the City of Joplin's engineering staff recommends these speed increases.

Recommendation: The Traffic commission approved a motion to forward the increase speed recommendation to City Council for an Ordinance to change the existing speed limit of 35 mph to a 45-mph speed limit on Schifferdecker from 20th Street to 9th Street. The Traffic commission approved a motion to forward the increase speed recommendation to City Council for an Ordinance to change the existing speed limit of 35 mph to a 40 mph on Zora Avenue from St. Louis to Range Line. Approval of ordinance is requested on an emergency basis within the meaning of Section 2.12(1) in that said ordinance is providing for public safety as provided by the Home Rule Charter for the City of Joplin.

Current Speed Limits

Sec. 114-822. – Specific speed limits.

Street	Extent	Speed
Schifferdecker	Fourth Street to 20th Street	35
	20th Street to south city limits	45
Zora Avenue	Main Street to St. Louis Avenue	40
	St. Louis Avenue to Range Line	35

(Code 1977, § 39-472; Ord. No. 96-027 , § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02 ; Ord. No. 2006-229, § 1, 12-18-06 ; Ord. No. 2013-186, § 1, 8-19-13 ;

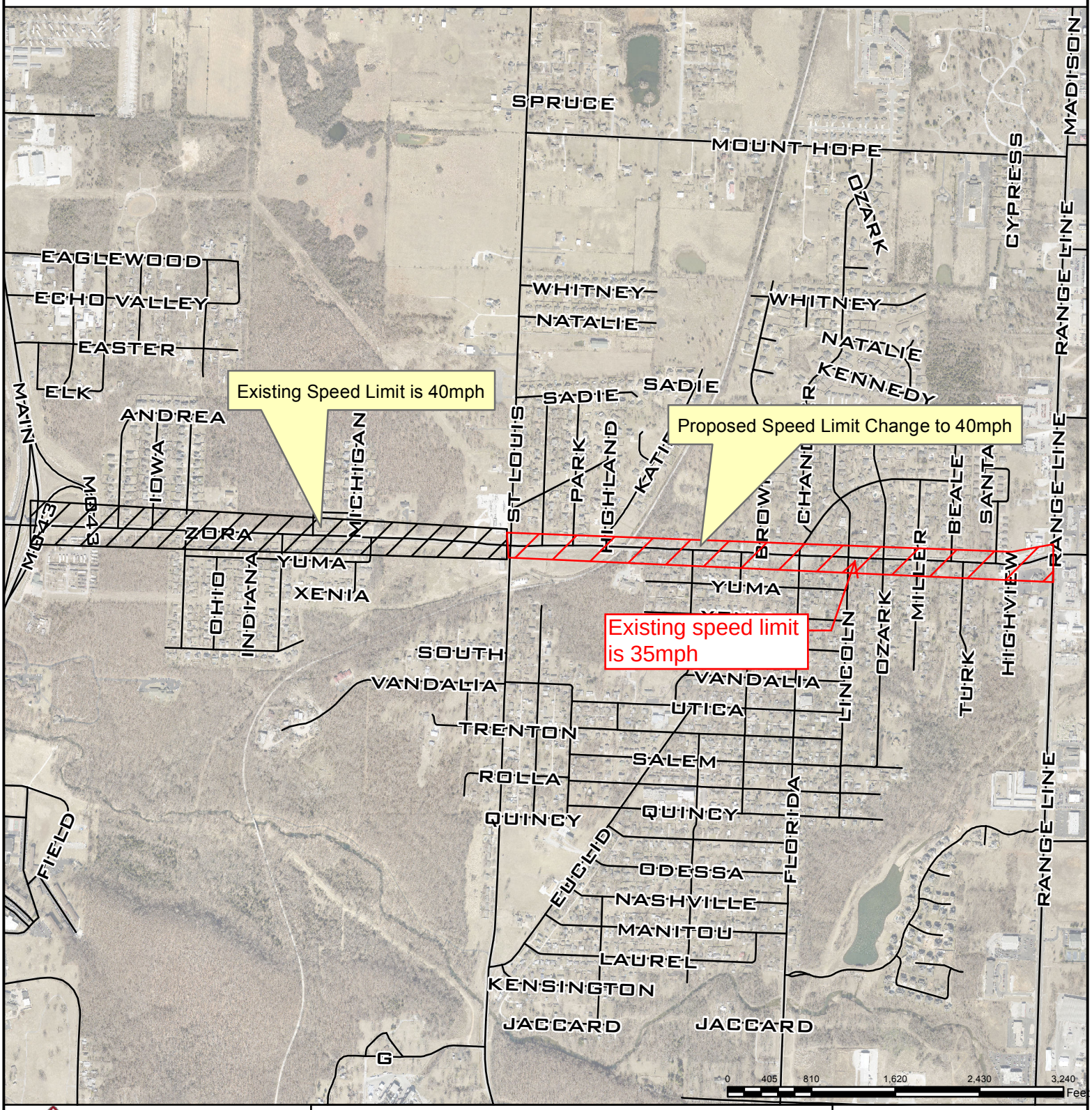
Proposed Speed Limits

Sec. 114-822. – Specific speed limits.

Street	Extent	Speed
Schifferdecker	Fourth Street to 9th	35
	9th Street to south city limits	45
Zora Avenue	Main Street to Range Line	40

Code 1977, § 39-472; Ord. No. 96-027 , § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02 ; Ord. No. 2006-229, § 1, 12-18-06 ; Ord. No. 2013-186, § 1, 8-19-13 ; Ord. No. 2016-085 , § 1, 6-6-16; Ord. No. 2016-086 , § 1, 6-6-16; Ord. No. 2016-113 , § 1, 8-1-2016)

Speed Limit Changes on Zora



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

DISCLAIMER:

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

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COUNCIL BILL NO. 2017-147 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinance of the City of Joplin, Missouri to amend the speed limit on Schifferdecker Avenue from 9th Street to 20th Street to 45 mph and on Zora Avenue from St. Louis Avenue to Range Line to 40 mph; 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 portion of Section 114-822, Specific Speed Limits, which reads "Schifferdecker Fourth Street to 20th Street" and "Zora Avenue St. Louis Avenue to Range Line" be amended to read as follows:

Street	Extent	Speed
Schifferdecker Avenue	Fourth Street to 9th Street	35
Schifferdecker Avenue	9th Street to south city limits	45
Zora Avenue	St. Louis Avenue to Range Line	40

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

Section 3. That the City hereby declares that this Ordinance dealing with immediate preservation of the public peace, property, health, safety or morals, is considered an emergency within the meaning of Section 2.12(1) 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 Ordinances amends existing speed limits pursuant to traffic studies.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

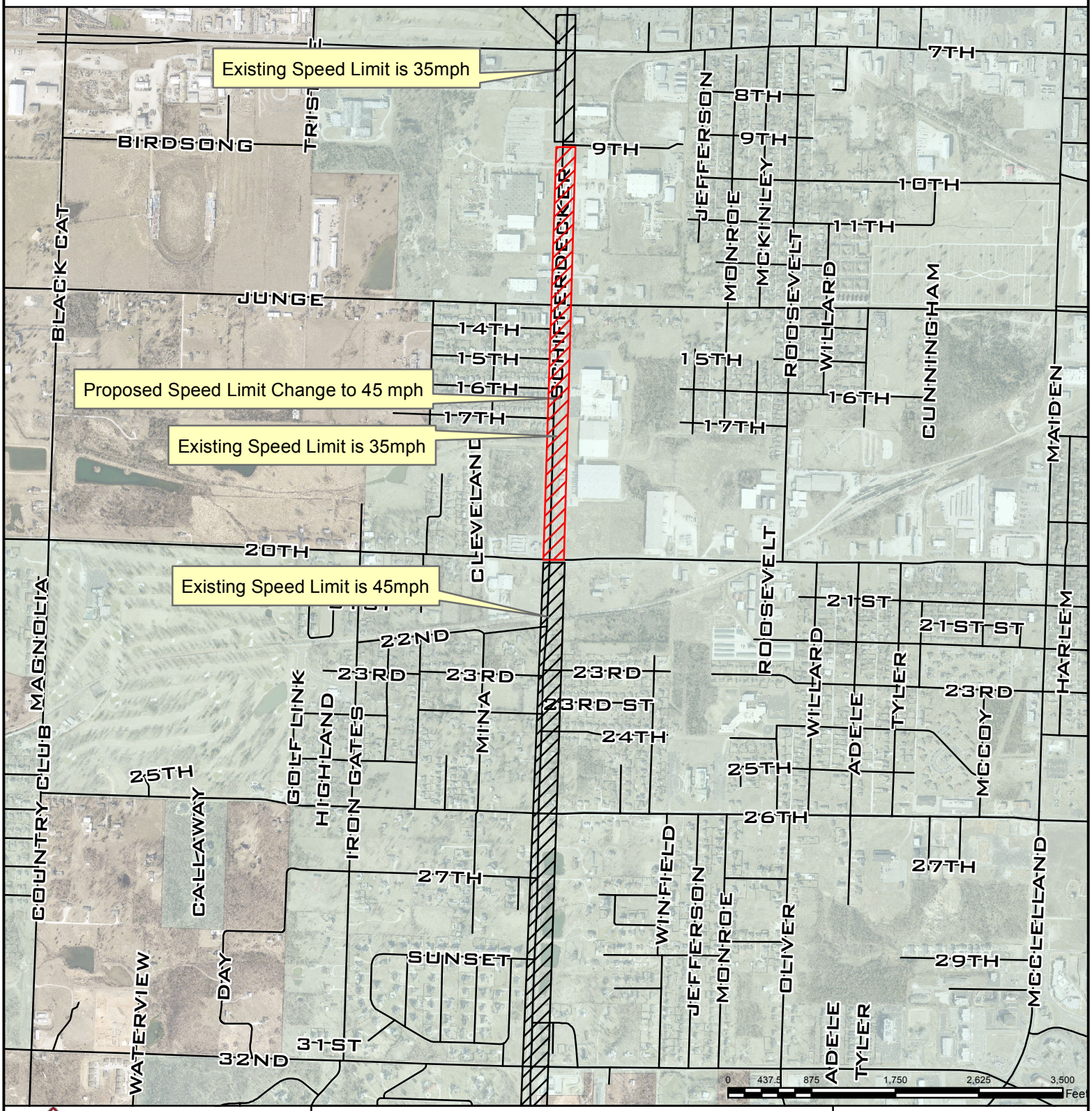
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Speed Limit Changes on Schifferdecker



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joplin_streets

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 21, 2017
Council Bill No. 2017-148

Item: Amendment No. 1 to Work Authorization with Allgeier, Martin & Associates Inc., for Professional Engineering Consulting Services for the Ditch and Culvert Improvements, 4th and School Avenue project.

Originating Department: Public Works – Engineering

Attachments: 1) Council Bill No. 2017-148
2) Amendment No. 1
3) Location Map

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

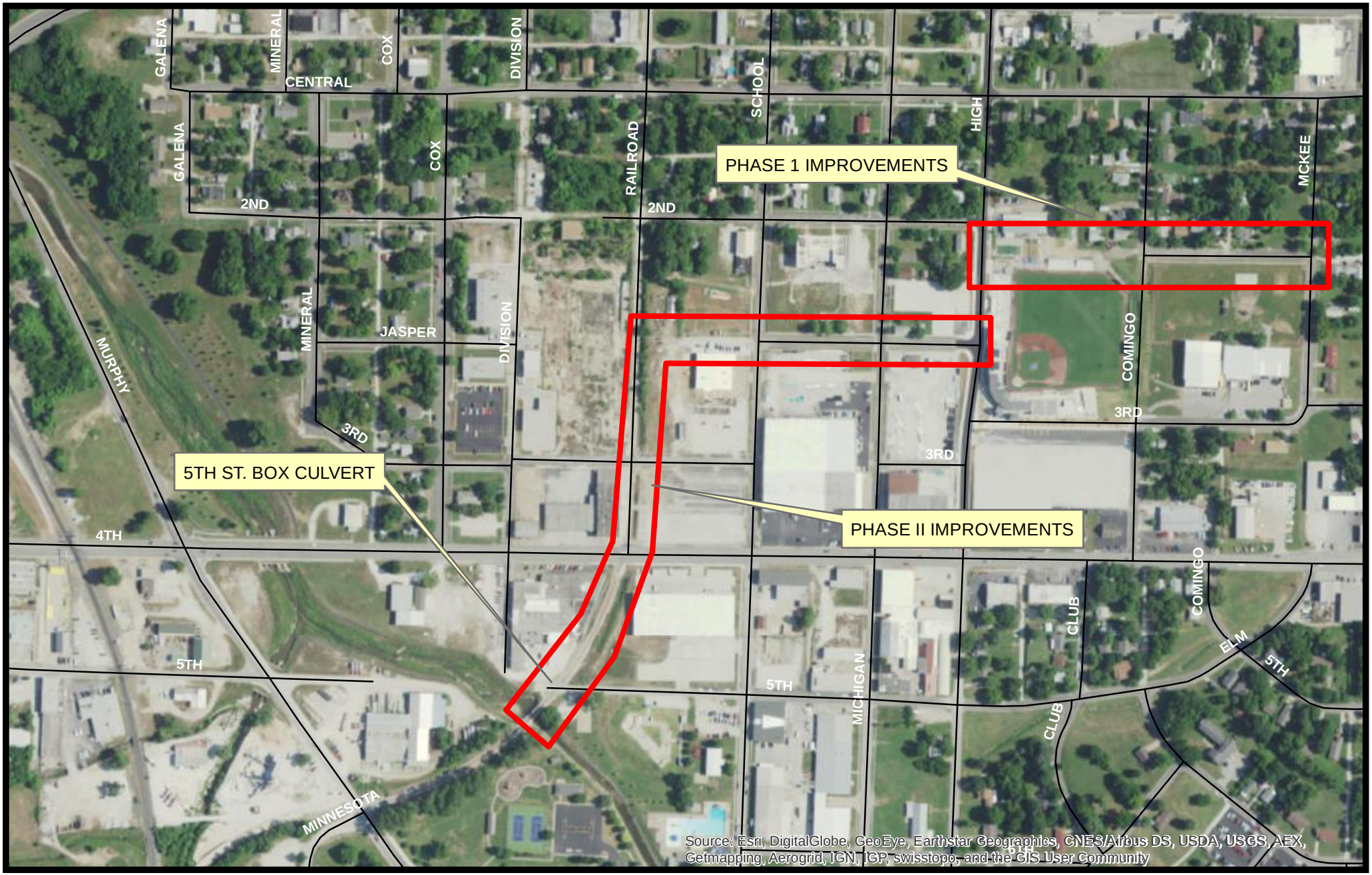
Recommended Action: Approval of Amendment No. 1 to Work Authorization No. AMA-TSO612-1 with Allgeier, Martin & Associates Inc. in the not to exceed amount of $49,620.00 for Professional Engineering Consulting Services for the Ditch and Culvert Improvements, 4th and School Avenue project.

Background: The Parks and Storm Water Sales Tax, approved by voters in 2011, contained a list of approved projects, including a project to improve storm water drainage in the 4th and School area. The City of Joplin entered into an Agreement for Professional Engineering Services with Allgeier, Martin & Associates (AMA) on September 15, 2015, for work associated with this storm sewer project. As design progressed, the project was split into the upper portion (Phase 1) and the lower portion (Phase 2), due to the ability to leverage CDBG funding for the upper portion of the project. The construction of the upper portion is complete and AMA is finalizing the plans and bid documents for the lower portion. Refer to the Location Map.

Discussion: The scope of services within the original Work Authorization was limited to design and construction engineering services for a single-phase project, wholly financed through City funds. Splitting the project into two phases doubled AMA's efforts to provide bidding and construction services, and added additional work to satisfy CDBG requirements for the upper

portion. Also, the MNA Railroad required Allgeier, Martin to evaluate different options for crossing under the RR tracks at 5th Street & Division Avenue. This Amendment compensates AMA for these additional efforts. AMA's fees fall within industry standards.

Recommendation: City staff recommends that approval of Amendment No. 1 to Work Authorization AMA-TSO612-1 with Allgeier, Martin & Associates Inc. for the not to exceed amount of $49,620.00 for Professional Engineering Consulting Services for Storm Water Improvements at 4th and School be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



4TH AND SCHOOL STORM DRAINAGE IMPROVEMENTS

LOCATION MAP

A M

ALLGEIER MARTIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
7231 E. 24TH STREET - JOPLIN, MO. 64804

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates,Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. CParker@joplinmo.org		Attention: Mr. Michael Atkinson, P.E. Michael.Atkinson@AMCE.com	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax:
Phone: 417-624-0820	Fax:	Storm Sewer Improvements, near 4th and School Streeets	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER AMA - TSO612 - 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number AMA-TSO612-1 exceed the sum of Forty-Nine Thousand Six Hundred Twenty and 00/100 Dollars ($49,620.00).

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

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

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

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Assoc., Inc.

By: _____

Printed Name: Michael Atkinson

Title: Vice President

Date: August 10, 2017

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-TSO612-1, AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Storm Water Improvements at and near 4th and School Streets)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the storm sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally the stormwater drainage system beginning at the intersection of Comingo Avenue and East 2nd Street downstream to the confluence with Joplin Creek. The project will now be bid in two phases due to the incorporation of CDBG funds and timing.

1.1.3.2 Revisions to contract documents to bid two separate projects and to incorporate CDBG requirements, which were not previously planned for. In addition, work includes the iterations necessary to modify the box culvert design at 5th St. for Phase II.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new storm sewer line and inlets within the project area boundary. This will now include bidding two separate projects and coordination of two separate contracts.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected storm sewer improvements. Services will provide full time (40 hours per week) with an estimated additional construction duration of 5 weeks due to the separation of the project into two different phases. In addition, wage rate interviews will now be conducted on both phases of the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and

review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than September 9, 2018.

3. PAYMENT

3.1 Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks of percentages of specifics tasks completed. Payment schedule will be at the approval of the City.

3.2 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2017-2018"; with a total compensation ceiling of $49,620.00 for additional services, as set forth in Work Authorization Number AMA-TSO612-1, Amendment 1 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services – Amendment No. 1		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$9,620.00	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$20,500.00	
Subtotal Standard Project Engineering Services		$30,120.00
Additional Project Engineering Services – Amendment No. 1		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$19,500.00
Total Estimated Maximum Fee – All Services (Amendment No. 1)		**$49,620.00**
Total Original Agreement		**$387,000.00**
Total Agreement Including Amendment No. 1		**$436,620.00**

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Project Task Schedule - Revised

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2017 - 2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2017 Thru 12/31/2017	Hourly Billing Rate 01/01/2018 Thru 12/31/2018
Principal/Engineer IV	$191	$195
Principal/Engineer III	$175	$180
Project Manager/Engineer II	$155	$160
Project Manager/Engineer I	$140	$145
Technician III/GIS Specialist	$128	$132
Technician III	$108	$112
Technician II	$95	$100
Technician I	$88	$94
Two-Man GPS Survey Crew	$181	$185
One-Man GPS Survey Crew	$140	$145
Three-Man Survey Crew	$201	$201
Two-Man Survey Crew	$155	$160
Registered Land Surveyor II	$166	$170
Registered Land Surveyor I	$145	$150
Survey Crew Member	$72	$76
Right of Way Specialist	$112	$116
Project Representative III	$108	$112
Project Representative II	$95	$100
Project Representative I	$88	$92
Secretary/Assistant	$72	$76
Print Specialist	$72	$76

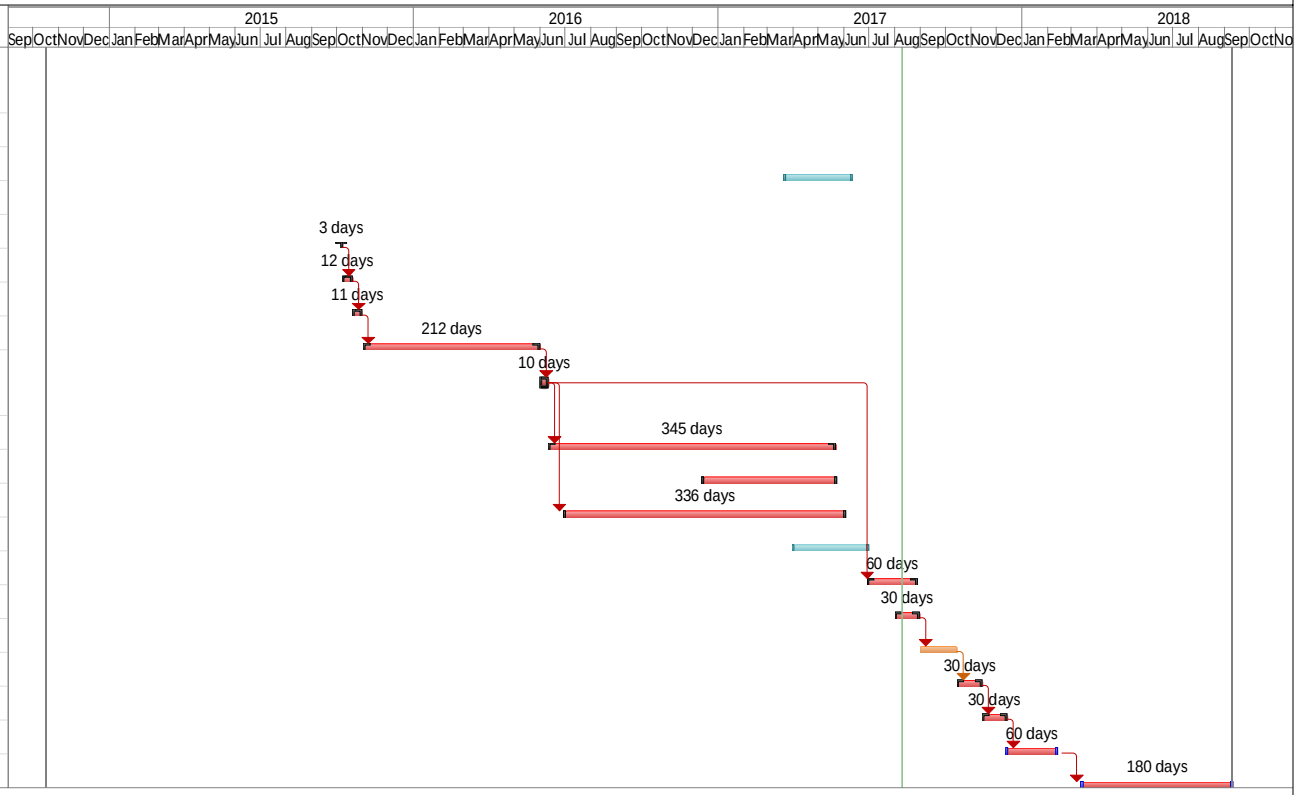
Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

Attachment No. 2
Drainage Improvements
For
Joplin Creek East Basin (TSO612)

ID	Task Name	Duration	Start	Finish
1	Drainage Improvements Joplin Creek East Basin (TSO612)			
2	Phase I			
3	Construction	80 days	Wed 3/22/17	Fri 6/9/17
4	Phase II			
5	*Notice To Proceed*	3 days	Mon 10/5/15	Wed 10/7/15
6	*Data Collection*	12 days	Thu 10/8/15	Mon 10/19/15
7	*Hydrology*	11 days	Tue 10/20/15	Fri 10/30/15
8	*Analysis & Design for Proposed System*	212 days	Mon 11/2/15	Tue 5/31/16
9	*Presentation of Preliminary Design Including Revisions and Updates*	10 days	Wed 6/1/16	Fri 6/10/16
10	*Easement Acquisition (TSO612)*	345 days	Sat 6/11/16	Sun 5/21/17
11	RR Agreement	159 days	Wed 12/14/16	Sun 5/21/17
12	*Utility Relocation*	336 days	Fri 7/1/16	Thu 6/1/17
13	Street Closures (If Required)	90 days	Sat 4/1/17	Thu 6/29/17
14	*Final Plan Production*	60 days	Thu 6/29/17	Sun 8/27/17
15	*Contract Documents and Specifications*	30 days	Tue 8/1/17	Wed 8/30/17
16	City Final Plan Review	45 days	Thu 8/31/17	Sat 10/14/17
17	*Solicitation of Bids*	30 days	Sun 10/15/17	Mon 11/13/17
18	*Bid Recommendation*	30 days	Tue 11/14/17	Wed 12/13/17
19	Award of Construction Contract	60 days	Thu 12/14/17	Sun 2/11/18
20	*Construction*	180 days	Wed 3/14/18	Sun 9/9/18



COUNCIL BILL NO. 2017-148 ORDINANCE NO

AN ORDINANCE approving an amendment to the Work Authorization with Allgeier, Martin & Associates Inc., in the not to exceed amount of Forty-Nine Thousand Six Hundred Twenty and no/100 Dollars ($49,620.00) for professional engineering consulting services for the ditch and culvert improvements, 4th and School Avenue project, and containing an emergency clause.

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

Section 1. That the Amendment to the Work Authorization with Allgeier, Martin & Associates Inc., in the not to exceed amount of Forty-Nine Thousand Six Hundred Twenty and no/100 Dollars ($49,620.00) for professional engineering consulting services for the ditch and culvert Improvements, 4th and School Avenue project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit 1, be the same and is hereby approved.

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

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Parks & Stormwater Sales Tax Fund (130-4555-530-8665) within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-148

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

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 21, 2017
Council Bill No. 2017-149

Item: Work Authorization with Allgeier, Martin & Associates Inc., for Professional Engineering Consulting Services for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project.

Originating Department: Public Works – Engineering

Attachments: 1) Council Bill No. 2017-149
2) Work Authorization No. AMA-OC17-01

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

Recommended Action: Approval of Work Authorization No. AMA-OC17-01 with Allgeier, Martin & Associates Inc. in the not to exceed amount of $75,000.00 for Professional Engineering Consulting Services for 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project.

Background: Since 2013, Allgeier, Martin & Associates Inc. (AMA) has administered the sanitary sewer evaluation and rehabilitation contracts on behalf of the City. Tasks have included the preparation of bid documents for the two-year contract, cleaning and evaluation maps, and verification of video quality and invoiced amounts submitted by the contractor. AMA has played a key part in the success of the City's annual evaluation and rehabilitation program, improving the reliability of the collection system.

In accordance with the City's procurement policy, the City advertised for on-call consulting services in nine categories, including Sanitation Engineering Services. Of the fourteen firms that expressed interest in providing these services, six firms were selected in January of 2017 for on-call consulting services using the qualifications based selection method, as required by state statute. Of those selected firms, Allgeier, Martin & Associates Inc. (AMA) was selected to provide these professional engineering services for this two-year contract.

Discussion: To date, the majority of funds spent on the Evaluation and Rehabilitation projects went to cleaning and evaluating the sewer mains (along with some relining of sewer mains). Now that approximately 75% of the collection system has been cleaned and evaluated, City staff anticipate that, along with some continued cleaning work, the main focus of this upcoming contract will be to make repairs to the system. Those areas to be repaired will be largely identified through the I & I Reduction program, which is still in its initial phase. As a part of this Work Authorization, AMA's role is anticipated to support the I & I Reduction program by providing construction phase services, GIS map updates, as well as to assist with annual regulatory reporting, as needed.

Recommendation: City staff recommends that approval of Work Authorization AMA-OC17-01 with Allgeier, Martin & Associates Inc. for the not to exceed amount of $75,000.00 for Professional Engineering Consulting Services for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 JOPLIN, MO 64804	
Attention: Mr. Chris Parker, P.E.		Attention: Chris Erisman, P.E.	
Department: Public Works, Engineering		Phone: 417.680.7200	Fax: 417.680.7300:
Phone: 417.624.0820, x584	Fax: 417.625.4738		

WORK AUTHORIZATION NUMBER AMA – OC17 - 01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated March 10, 2017, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA – OC17 - 01 exceed the sum of Seventy-Five Thousand and no/100 Dollars ($75,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

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

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

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

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

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

Mr. Chris Parker, P.E., Sanitary Sewer Engineer
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

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EXHIBIT A

Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance

Project Name/Description_____

Consultant Allgeier, Martin and Assoc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent - Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Field Identified

Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 ~~Right of Way Plan Phase – 60 percent plans~~

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents ~~any~~ specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. ~~Contract shall include contractor provided changeable message signs to communication construction information.~~

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation.

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA – OC17 - 01 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Preparation:

1.1.3.1.1.1 Plan and Develop Annual Collection System Rehabilitation Contract including the preparation of plans, contract documents and specifications necessary to bid and undertake said work. The annual rehabilitation contract, otherwise referred to as the sanitary sewer rehabilitation "tool box", shall be in effect for a two-year time period.

1.1.3.1.1.2 Bidding and Construction Phase Engineering for installation of said annual collection system rehabilitation contract.

1.1.3.1.1.3 Once the annual contract has been bid and awarded, ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.4 Over the two-year term of the annual rehabilitation contract, it is estimated that the ENGINEER shall assist the OWNER in the development of approximately 2 projects.

1.1.3.1.2 Continued work to complete the naming of the major drainage basins of the sanitary sewer collection system, areas served by 15-inch diameter and greater interceptor mains. Information on the drainage basins shall be provided back to the City in a format to be inserted into the City's GIS System.

1.1.3.1.3 As requested, analyze individual sanitary sewer basin flows and the condition and capacity of existing sewer lines within said basins. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.4 Compiling data received from the previous annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.5 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box"). Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.6 Construction phase services for work associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.7 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving past collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work.

1.2.8 Analyze the service areas and calculate flows for interceptor sewers in the given drainage basins, if requested. From said data, evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor,

keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Ongoing during first year of "Tool Box" Contract Period Ending October 31, 2018.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2016-2017"; with a total compensation ceiling of $75,000, as set forth in Work Authorization Number **AMA – OC17 – 01** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1.1 thru 1.1.3.1.5 and 1.2)	$60,000
Construction Phase Engineering Services (Paragraphs 1.1.3.1.5 and 1.3)	$10,000
Resident Project Representation Services (Paragraphs 1.1.3.1.6 and 1.4)	$5,000
Total Estimated Maximum Fee – All Standard and Additional Services	$75,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE
2017 - 2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2017 Thru 12/31/2017	01/01/2018 Thru 12/31/2018
Principal/Engineer IV	$191	$195
Principal/Engineer III	$175	$180
Project Manager/Engineer II	$155	$160
Project Manager/Engineer I	$140	$145
Technician III/GIS Specialist	$128	$132
Technician III	$108	$112
Technician II	$95	$100
Technician I	$88	$94
Two-Man GPS Survey Crew	$181	$185
One-Man GPS Survey Crew	$140	$145
Three-Man Survey Crew	$201	$201
Two-Man Survey Crew	$155	$160
Registered Land Surveyor II	$166	$170
Registered Land Surveyor I	$145	$150
Survey Crew Member	$72	$76
Right of Way Specialist	$112	$116
Project Representative III	$108	$112
Project Representative II	$95	$100
Project Representative I	$88	$92
Secretary/Assistant	$72	$76
Print Specialist	$72	$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2017-149 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier, Martin & Associates Inc., in not to exceed amount of Seventy-Five Thousand and no/100 Dollars ($75,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project, and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier, Martin & Associates Inc., in the not to exceed amount of Seventy-Five Thousand and no/100 Dollars ($75,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project in the City of Joplin, Jasper County, a true and accurate copy of said agreement being incorporated as "Exhibit 1", be the same and is hereby approved.

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

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Sewer Maintenance Fund (415-4542-540-8675) within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-149

I hereby certify that a sufficient amount is available in the Sewer Maintenance Fund Account Number 415-4542-540-8675 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 21, 2017

ITEM: COUNCIL BILL NO. 2017-452

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

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

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

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

The period for this agreement amendment is July 1, 2017 through June 30, 2018 and the total anticipated reimbursement from this agreement for this agreement is $39,398. No local match is required for participation in this contract.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-452 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, Three Hundred Ninety-Eight Dollars, no Cents, ($39,398.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of August, 2017, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
44589	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2017	6/30/2018	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)		DUNS NUMBER
*****0196		010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

PUBLIC HEALTH EMERGENCY PREPAREDNESS

FY18 SCOPE OF WORK

Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $39,398.00 for the period of July 1, 2017 through June 30, 2018.

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

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

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

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

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

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

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

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

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

Program Name: Public Health Emergency Preparedness
Program Contact: Laura Weiler
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2003
Email: Laura.Weiler@health.mo.gov

2. PURPOSE

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

3. DEFINITIONS

3.1 Department of Health and Senior Services: Referred to herein as "Department."

3.2 The County Health Department/Local Public Health Agency: Referred to herein as "Contractor."

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

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

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

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

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

of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. GENERAL DELIVERABLES

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

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

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

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

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

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at

https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

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

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

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

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

4.11 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the new HAN system.

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

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

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

4.15 By June 30, 2018, the Contractor shall complete the Tangible Personal Property Report and submit to GCU. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/lphs/gcu.php. Submit this form electronically to GCU at CERTGrantsContracts@health.mo.gov.

4.16 By June 30, 2018, the Contractor shall submit to GCU a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

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

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

4.19 By June 30, 2018 at least one staff member of the Contractor will have completed WebEOC training.

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

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

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

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

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

4.21.4 The Contractor shall submit an HSEEP compliant After Action Report (AAR) for the PREP exercise. The Contractor shall provide a status update of work toward improvement actions for contract monitoring through the semi-annual reports as indicated in Section 6.1 below.

4.22 By June 30, 2018, the Contractor shall update the Non-Cities Readiness Initiative (CRI) Point of Dispensing (POD) Standards worksheet in WebEOC.

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

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select a minimum of one Domain to work on during the contract period with all six (6) Domains completed within the project period ending June 30, 2022. All PHEP funding must be tied to specific Domain activities. (See Domain Explanations, Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.)

5.1.1 All 6 Domain Work plan Templates and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/lphs/gcu.php . The Contractor shall use the work plan to report to GCU through the Semi-Annual Reports as indicated in Section 6.1 below.

5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period.

5.3 By September 30, 2017, the Contractor shall submit to GCU a completed work plan for each Domain chosen.

5.4 By September 30, 2017, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to GCU by January 15, 2018, and July 15, 2018. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php

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

7. BUDGET AND ALLOWABLE COSTS

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

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

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

7.4 Indirect costs

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

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 2.60% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

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

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

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

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address:
https://www.gsa.gov/portal/content/104877

7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the

Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

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

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

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

8.2.1 In addition, the contractor shall submit Attachment H with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. Attachment H is attached hereto and incorporated by reference as if fully set forth herein. Attachment H can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

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

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

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

Missouri Department of Health and Senior Services
Grants Coordination Unit
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

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

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

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

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

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

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

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

8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

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

9. AMENDMENTS

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

10. RENEWALS

10.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

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

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

12. DOCUMENT RETENTION

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

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

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

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

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

13. CONFIDENTIALITY

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

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

14. LIABILITY

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

14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the

matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

15.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

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

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

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

16. AUTHORIZED PERSONNEL

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

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

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the

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

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

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

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

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

17. TERMINATION

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

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

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

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

17.1.4 By request of the Contractor.

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

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

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

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

18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

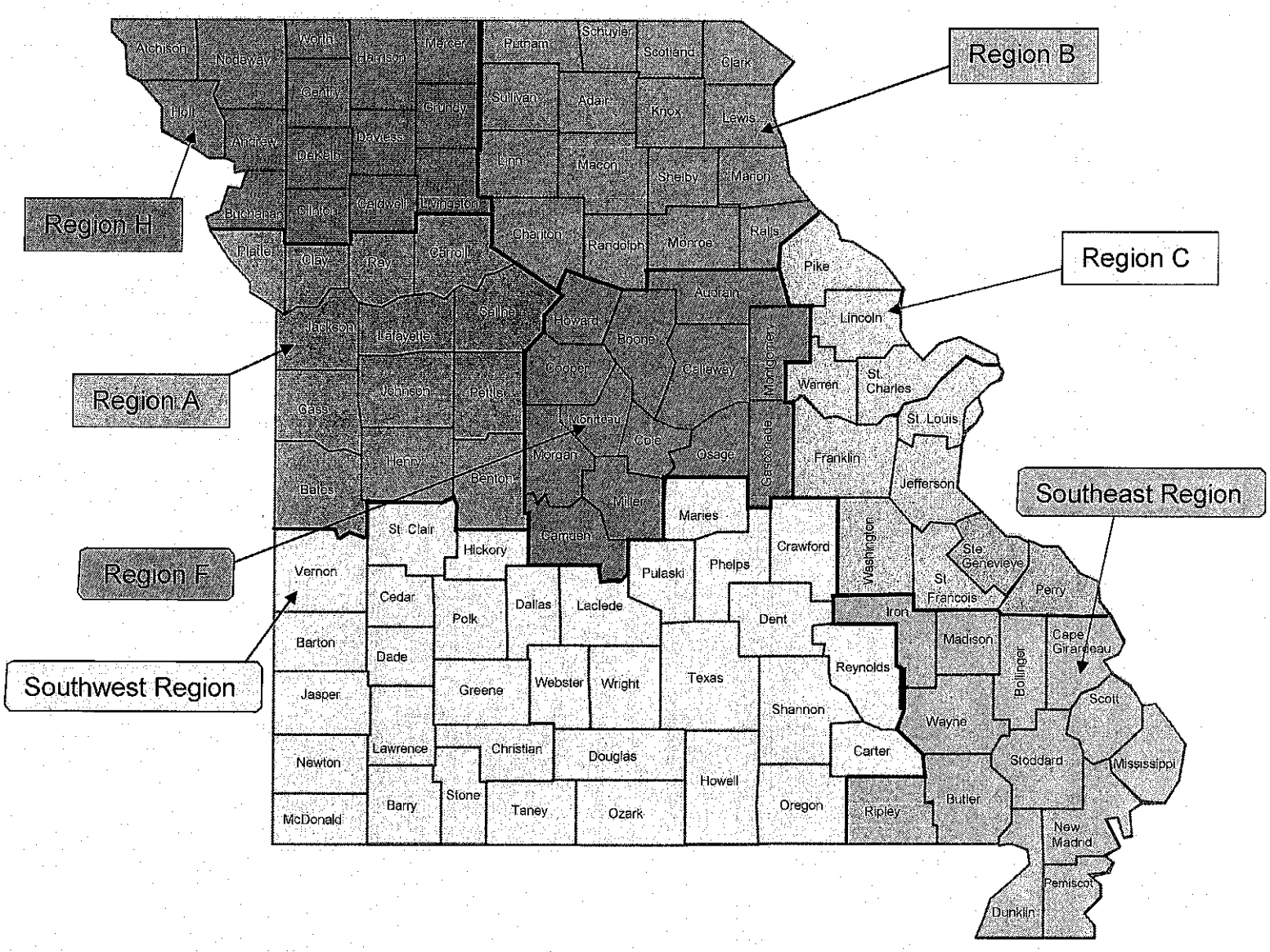
Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

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

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

MISSOURI HEALTHCARE COALITIONS



Regional Healthcare Coalition Contacts

Region A

Erin Lynch, Mid-America Regional Council
elynch@marc.org
816-701-8390

Region B,F,H, Southeast & Southwest

Jackie Gatz, Missouri Hospital Association
jgatz@mhanet.com
573-893-3700

Region C

John Whitaker, St. Louis Area Regional Response System
John.Whitaker@ewgateway.org
314-421-4220

ATTACHMENT D			
2017-2018 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Adair County Health Department		X	
Andrew County Health Department		X	
Atchison County Health Department		X	
Audrain City-County Health Unit		X	
Barry County Health Department		X	
Barton County Health Department		X	
Benton County Health Department		X	
Bollinger County Health Center		X	
Butler County Health Department		X	
Caldwell County Health Department	X		
Callaway County Health Department		X	
Camden County Health Department		X	
Cape Girardeau County Public Health Center		X	
Carroll County Health Department		X	
Carter County Health Department		X	
Cass County Health Department	X		
Cedar County Health Department		X	
Chariton County Health Center		X	
Christian County Health Department		X	
City of St Joseph Health Department		X	
St Louis City Department of Health & Hospitals	X		
Clark County Health Department		X	
Clay County Public Health Center	X		
Clinton County Health Department	X		
Cole County Health Department		X	
Columbia City Health Dept.	X	X	
Cooper County Public Health Department		X	
Crawford County Nursing Service		X	
Dade County Health Department		X	
Dallas County Health Department		X	
Daviess County Health Department		X	
Dent County Health Center		X	
Douglas County Health Department		X	
Dunklin County Health Department		X	
Franklin County Health Department	X		
Gasconade County Health Department		X	
Grundy County Health Department		X	
Harrison County Health Department		X	

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

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

DOMAIN EXPLANATIONS

Domain 1: Community Resilience
Strategy: Strengthen Community Resilience The ability of a community, through public health agencies and health care coalitions, to develop, maintain, and utilize collaborative relationships among government, private health care organizations, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and emergencies.

Capability 1	Capability 2
Community Preparedness	Community Recovery

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5
Partner with stakeholders by developing and maturing health care coalitions (HCCs)	Characterize probable risk of the jurisdiction and the HCC	Characterize populations at risk	Engage communities and health care systems	Operationalize response plans

Sample Outputs
• Risk assessments/HVAs • HCC preparedness plan • Plans with procedures/processes in place to address community-specific needs and vulnerable populations

DOMAIN EXPLANATIONS

Domain 2: Incident Management
Strategy: Strengthen Incident Management The ability to establish and maintain a scalable operational structure with the processes that appropriately engage all critical stakeholders and support the execution of core public health and health care capabilities and incident objectives.

Capability 3
Emergency Operations Coordination

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5
Coordinate Emergency Operations	Standardize incident command structures for public health	Establish incident command structures for health care organizations and HCC	Ensure HCC integration and collaboration with ESF-8	Expedite administrative preparedness procedures

Sample Outputs
• Risk communication systems • Emergency operation centers primary/alternate • Incident management systems • Response plans • Recovery plans • COOP plans

DOMAIN EXPLANATIONS

Domain 3: Information Management
Strategy: Strengthen Information Management The ability to develop systems and procedures that facilitate the communication of timely, accurate, accessible information, alerts and warnings using a whole community approach and exchange health information and situational awareness with federal, state, local, territorial, and tribal levels of government, health care coalitions, and their individual members.

Capability 4	Capability 6
Emergency Public Information and Warning	Information Sharing

Activity 1	Activity 2	Activity 3
Share situational awareness across the health care and public health systems	Share emergency information & warnings across disciplines & jurisdictions and HCCs and their members	Conduct external communication with public

Sample Outputs
• Information sharing platforms for HCC members • Defined essential elements of information • Risk communication materials • Health care situational awareness protocols and systems • Trained risk communication staff

DOMAIN EXPLANATIONS

Domain 4: Countermeasures and Mitigation
Strategy: Strengthen Countermeasures & Mitigation The means to provide resources for awardees, as well as health care coalitions and their members, to increase their ability to store and deploy medical and pharmaceutical products that prevent and treat the effects of hazardous substances and infectious diseases, including pharmaceutical and non-pharmaceutical equipment (e.g., vaccines, prescription drugs, masks, gloves, and medical equipment) and the resources to guide an all-hazards approach to contain the spread of injury and exposure using mitigation strategies (e.g., isolation, closures, social distancing, and quarantines).

Capability 8	Capability 9	Capability 11	Capability 14
Medical Countermeasure Dispensing	Medical Materiel Management and Distribution	Non-Pharmaceutical Interventions	Responder Safety and Health

Activity 1	Activity 2	Activity 3
Manage access to and administration of pharmaceutical /non-pharmaceutical interventions	Ensure safety and health of responders	Operationalize response plans

Sample Outputs
• Storage & distribution center • Inventory management systems • Points of dispensing/alternate nodes • Trained POD staff • Safety and "just in time" trainings

DOMAIN EXPLANATIONS

Domain 5: Surge Management

Strategy: Strengthen Surge Management

The ability to coordinate health care, medical and support staff volunteers; share resources, staff, and patients, as necessary and appropriate, across a health care coalition so that each member health care organization can effectively manage surge incidents by creating additional direct patient care capacity across a community; utilize and coordinate the expertise of the public health, health care, and emergency management disciplines to ensure the public has access to high-quality direct patient care and mass care during emergencies; and prevent and manage injuries and fatalities during and after a response to an emergency or incident of health significance.

Capability 5	Capability 7	Capability 10	Capability 15
Fatality Management	Mass Care	Medical Surge	Volunteer Management

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5	Activity 6	Activity 7
Address mass care needs: e.g., shelter monitoring	Address surge needs: e.g., family reunification	Coordinate volunteers	Prevent/mitigate injuries, and fatalities	Address emergency department and inpatient surge	Develop alternate care systems	Address specialty surge: peds, chem/rad, burn/trauma, behavioral health, infx dz

Sample Outputs

- Electronic volunteer registry systems
- Patient tracking systems
- Medical surge plans at the system level
- Coordinated patient distribution and movement based on patient needs

DOMAIN EXPLANATIONS

Domain 6: Biosurveillance
Strategy: Strengthen Biosurveillance The means to conduct rapid and accurate laboratory tests to identify biological, chemical, and radiological agents; and the ability to identify, discover, locate, and monitor through active and passive surveillance, threats, disease agents, incidents, outbreaks and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capability 12	Capability 13
Public Health Laboratory Testing	Public Health Surveillance and Epidemiological Investigation

Activity 1	Activity 2	Activity 3
Conduct epidemiological surveillance & investigation	Detect emerging threats/injury	Conduct laboratory testing

Sample Outputs
• Electronic disease surveillance systems • Laboratory response networks • Laboratory testing capability • Integrated laboratory & epidemiology systems

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (05-17)

Joplin City Health Department

Public Health Emergency Preparedness Budget Template

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	27,400.00	27,400.00
Fringe Benefits	10,500.00	10,500.00
Travel	99.61	99.61
Equipment (see definition below)	0.00	0.00
Supplies	200.00	200.00
Other	200.00	200.00
Contractual		
Subcontractor #1	0.00	0.00
Subcontractor #2	0.00	0.00
Subcontractor #3	0.00	0.00
Subcontractor #4	0.00	0.00
Subcontractor #5	0.00	0.00
Total Direct Costs	38,399.61	
Indirect (Administrative) Cost	998.39	
TOTAL CONTRACT	**39,398.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	38,399.61
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	2.60%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)	
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $5,000 or more.

Joplin City Health Department

Public Health Emergency Preparedness Budget Template

Budget Narrative/Justification

Personnel Services

Mac McKeough Regional Planner (Joplin/Jasper County), Jillian Pollard Epi. Spec. (Joplin/Jasper County).

Fringe Benefits

Various Fringe including health insurance, workers comp, FICA, retirement, life insurance, dental, deferred comp.

Travel

Includes $100 for misc. travel @ .51/mi for staff.

Equipment

Supplies

Includes $200 for Prep visit supplies.

Other

Dues for memberships for IAEM, MEPA for emergency planner.

Contractual

Invoicing Tool to Assist in the Calculation of Indirect for Invoices and Base for Overall Indirect

(Do NOT enter data in the grey highlighted cells)

Enter the contract's budgeted amount by category. Enter the amount billed from each invoice. The indirect rate will calculate based upon the percentage entered below.

Budget Category	Budgeted Amount	July	August	September	October	November	December	January	February	March	April	May	June	Total Invoiced	Remaining Balance
Personal Services														0.00	0.00
Fringes														0.00	0.00
Supplies														0.00	0.00
Training														0.00	0.00
Travel														0.00	0.00
Other														0.00	0.00
Equipment														0.00	0.00
Subcontract 1														0.00	0.00
Subcontract 2														0.00	0.00
Subcontract 3														0.00	0.00
Subcontract 4														0.00	0.00
Subcontract 5														0.00	0.00
Subcontract 6														0.00	0.00
Indirect				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Enter the Indirect Rate	10.00%														
Allowable indirect by invoice (DO NOT CHANGE FORMULAS)															
Personal Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fringes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Base (DO NOT CHANGE FORMULAS)															
Personal Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fringes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

MO 580-3094 (4-15)

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri - If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	44589	**State:** 0%	$0.00	**Federal:** 100%	$39,398.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2017	**Contract End:**	6/30/2018	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: N/A	**Research and Development:** *				
CFDA Name:	*				
Federal Agency:	*				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	*	**DHSS #:**	ZZZ-PENDING FOA	**Federal Obligation:**	$39,398.00

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

Project Description:

The purpose of this contract is to demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 21, 2017

ITEM: COUNCIL BILL NO. 2017-453

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: CONTRACT FOR MODIFICATIONS TO THE CITY OF JOPLIN HEALTH DEPARTMENT STORAGE BUILDING SERVICES; BID SUMMARY; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an agreement with Rio Contracting, LLC for modifications to the health department garage.

DISCUSSION:
Earlier this year the city council gave approval for the purchase of a garage for health department use for the animal control and mosquito control programs. With the approval for purchase of the building, it was recognized that there were some renovations that needed to occur to make the building fully functional. Some repairs are being done internally using city staff, however there are 2 projects that require an outside contractor. These projects include the installation of an overhead garage door and a floor drain system.

In June the health department, utilizing Miller Engineering, conducted a bid process for these projects. Three bids were received and Rio Contracting, LLC was identified as the lowest and best bid for the project with a bid of $59,187. Funds for the renovation activities as well as the original building purchase were budgeted in the 2017 budget. With these renovations, costs are still under budgeted amounts.

RECOMMENDATION:
In order to expedite the construction project and complete the project in a timely manner, staff recommends acceptance of the low bid with Rio Contracting, LLC and approval of the contract on an emergency basis.

COUNCIL BILL NO. 2017-453 ORDINANCE NO.

AN ORDINANCE approving a Construction Agreement by and between Rio Contracting, LLC. and the City of Joplin, Missouri, for the amount of Fifty-Nine Thousand, One Hundred Eighty-Seven Dollars and no Cents ($59,187.00), for Modifications to the City of Joplin Health Department Storage Building; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Construction Agreement by and between Rio Contracting LLC., and the City of Joplin, Missouri, dealing generally with renovations to the health department garage facility, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of August, 2017 by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin
Health Department Storage Building Modifications

BIDS RECEIVED: July 25, 2017 @ 3:00 p.m.
BID OPENING: July 25, 2017 @ 3:00 p.m.
PLACE: City of Joplin Health Department, First Floor Conference Room

CONTRACTORS	Rio	HCC	CSG (Marion)	
Document Checklist				
Bid Form				
Labor & Materials Payment Bond				
Performance Bond				
Anti-Collusion Statement				
Agreement Between City of Joplin & Contractor				
Contractor's Statement of Qualifications				
Certificate of Compliance & Affidavit				
Prevailing Wage Project Notification & Contractor Info				
Item	**Description**	**Amount Bid**	**Amount Bid**	**Amount Bid**	**Amount Bid**
	Base Bid	**$ 12,300.00**	**$ 18,561.00**	**$ 38,756.00**	
	Bid Alt #1	**$ 3,800.00**	**$ 4,255.00**	**$ 10,057.00**	
	Bid Alt #2	**$ 32,167.00**	**$ 28,060.00**	**$ 44,046.00**	
	Bid Alt #3	**$ 10,920.00**	**$ 9,200.00**	**$ 13,582.00**	
	Sum	**$ 59,187.00**	**$ 60,076.00**	**$ 106,441.00**	

	Unit Prices (N/A)				
	Other Comments:	**Addendum, Subcontractors list**	**Addendum, Subcontractors list**	**Addendum, Subcontractors list**	

AGREEMENT
BETWEEN
CITY OF JOPLIN AND RIO CONTRACTING, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: RIO CONTRACTING, LLC Address: PO Box 10705 GS Springfield, MO 65808	
Attention: Daniel Pekarek		Attention: Tommy L. Wood	
Department: Health		Phone: 417-886-0909	Fax: 417-886-0908
Phone: 417-623-6122	Fax: 417-624-6453		

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:

MODIFICATIONS TO THE CITY OF JOPLIN HEALTH DEPARTMENT STORAGE BUILDING
606 Kentucky St., Joplin, MO 64801
Including Base Bid, Bid Alternate #1, Bid Alternate #2, and Bid Alternate #3

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 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Health 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 – Health Department, 321 E. 4th St., Joplin, MO 64801

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $59,187.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be

considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Joplin City Health 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. Addenda's
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions and Provisions
f. Bid Proposal with Addendum 1
g. Statement of Bidder's Qualifications
h. Acknowledgement
i. Performance Bond
j. Payment and Materials Bond
k. Instructions to Bidders
l. Non-Collusion Affidavit
m. Notice To Proceed
n. Certificate of Insurance
o. Change Orders

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 Fifty Nine Thousand One Hundred Eighty Seven and no /100 Dollars ($59,187.00) 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: _____
Samuel L. Anselm, City Manager

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 21, 2017

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

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

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

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

SUMMARY/REQUEST:
Case 023-17: (210 Acres) North of Highway FF and East of Prigmore Ave. - A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development - Joplin Industrial Development Authority

STAFF SUMMARY:
This property consists of approximately 210 acres located north of Highway FF and East of Prigmore Ave. This site is in the Crossroads Industrial Park. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation.

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

Staff recommends approval of Case 023-17.

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

Mr. Cortez wanted to know the approximate acreage.

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

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

Ms. Cunningham answered yes.

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

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

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

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

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

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

Mr. Bolander stated that was correct.

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

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

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

AMENDED COUNCIL BILL NO. 2017-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located (210 acres) north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri.

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

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

The property described as follows: TRACT A: A TRACT OF LAND IN THE SE-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS ALL THAT PART OF SAID SE-1/4 LYING WEST OF TURKEY CREEK, LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTH QUARTER-CORNER OF SAID SECTION 14; THENCE N 01°43'06"E ALONG THE QUARTER-SECTION LINE, 40.00 FEET TO A POINT ON THE PREVIOUS NORTH RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET); THENCE S 88°49'57"E ALONG SAID PREVIOUS RIGHT-OF-WAY, 300.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°10'03"E ALONG THE NEW RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET), 9.77 FEET; THENCE N 88°49'57"W ALONG SAID NEW RIGHT-OF-WAY, 285.45 FEET; THENCE N 43°33'26"W ALONG SAID NEW RIGHT-OF-WAY, 20.34 FEET TO A POINT ON THE WEST LINE OF THE SW-1/4 OF SAID SECTION 14; THENCE N 01°43'06"E ALONG SAID WEST LINE, 282.23 FEET; THENCE N 17°21'38"E, 117.45 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1035.00 FEET AND A CENTRAL ANGLE OF 14°47'35", AN ARC DISTANCE OF 267.22 FEET (CHORD N 09°57'51"E, 266.48 FEET); THENCE S 88°49'35"E ALONG A NON-TANGENT LINE, 1536.00 FEET; THENCE S 13°42'44"E, 706.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FF HIGHWAY (A.K.A. 32ND STREET); THENCE N 88°49'57"W ALONG SAID RIGHT-OF-WAY, 1493.76 FEET TO THE POINT OF BEGINNING; TRACT B: AND A TRACT OF LAND IN THE SW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE S 88°49'57"E ALONG THE SOUTH LINE THEREOF, 1720.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°38'53"E, 1254.37 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2407 AT PAGE 275; THENCE N 88°50'15"W ALONG THE NORTH LINE THEREOF, 1625.00 FEET; THENCE S 46°24'19"W, 71.01 FEET; THENCE N 88°50'15"W, 45.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38'53"E, 109.98 FEET TO THE NORTHWEST CORNER OF THE SW-1/4 OF THE SW-1/4 OF SAID SECTION 14; THENCE S 88°50'15"E, 320.00 FEET TO THE SOUTHEAST CORNER OF A TRACT

DESCRIBED IN BOOK 2423 AT PAGE 411; THENCE N 01°38’53”E, 300.00 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2422 AT PAGE 254; THENCE N 88°50’15”W, 320.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38’53”E ALONG SAID WEST LINE, 57.00 FEET; THENCE S 88°50’33”E, 320.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1592 AT PAGE 861; THENCE N 01°38’53”E, 300.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 88°50’33”W, 320.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE N 01°38’53”E ALONG SAID WEST LINE, 301.62 FEET; THENCE S 88°20’14”E, 565.07 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 230 AT PAGE 920; THENCE S 01°38’53”W, 296.64 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2378 AT PAGE 175; THENCE S 88°50’33”E, 684.05 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 01°38’53”E ALONG THE EAST LINE OF SAID TRACT AND AN EXTENSION THEREOF, 657.09 FEET TO A POINT ON THE NORTH LINE OF THE SW-1/4 OF SAID SECTION 14; THENCE S 88°50’48”E, 1408.80 FEET TO THE NORTHEAST CORNER OF SAID SW-1/4 OF SECTION 14; THENCE S 01°43’06”W, 2282.45 FEET; THENCE S 17°21’38”W, 43.27 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 15°38’32”, AN ARC DISTANCE OF 135.14 FEET (CHORD = S 09°32’22”W, 134.72 FEET); THENCE S 01°43’06”W, 77.38 FEET; THENCE S 43°33’26”E, 42.22 FEET TO A POINT ON THE EAST LINE OF SAID SW-1/4 OF SECTION 14; THENCE S 01°43’06”W, 64.23 FEET TO THE SOUTHEAST CORNER OF SAID SW-1/4 OF SECTION 14; THENCE N 88°49’57”W, 934.80 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE; AND TRACT C: A TRACT OF LAND IN THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NW-1/4; THENCE S 88°50’48”E ALONG THE SOUTH LINE OF THEREOF, 1249.20 FEET; THENCE N 01°38’53”E, 998.69 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2348 AT PAGE 1824; THENCE N 88°21’07”W, 779.36 FEET; THENCE N 01°38’53”E, 664.91 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2322 AT PAGE 1440; THENCE N 88°20’38”W, 118.56 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1785 AT PAGE 1878; THENCE N 01°39’22”E, 290.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE N 88°20’38”W, 252.62 FEET TO A POINT ON HIGHWAY I-44 RIGHT-OF-WAY; THENCE N 36°21’28”E ALONG SAID RIGHT-OF-WAY, 457.91 FEET; THENCE N 78°16’34”E ALONG SAID RIGHT-OF-WAY, 169.42 FEET; THENCE N 89°11’31”E ALONG SAID RIGHT-OF-WAY, 235.66 FEET; THENCE N 62°59’22”E ALONG SAID RIGHT-OF-WAY, 447.24 FEET; THENCE N 01°11’53”E, 5.67 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF APPLE ROAD; THENCE S 88°45’24”E ALONG SAID RIGHT-OF-WAY, 710.90 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1823 AT PAGE 1753; THENCE S 01°41’48”W ALONG THE WESTERLY LINE OF SAID TRACT, 949.04 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2360 AT PAGE 1873; THENCE N 88°48’07”E, 400.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S 01°41’48”W ALONG THE EASTERLY LINE OF SAID TRACT, 719.95 FEET; THENCE N 88°49’02”W ALONG SAID TRACT, 400.02 FEET; THENCE S 01°41’48”W, 930.16 FEET TO THE SOUTHEAST CORNER OF SAID TRACT ON THE SOUTH LINE OF SAID NW-1/4; THENCE N 88°50’48”W ALONG SAID SOUTH LINE, 611.68 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT A

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

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

STAFF PLANNING REPORT
Rezoning

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

LOCATION (210 Acres) North of Highway FF and East of Prigmore Ave.

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	230 acres

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES Utilities need to be extended to the property.

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

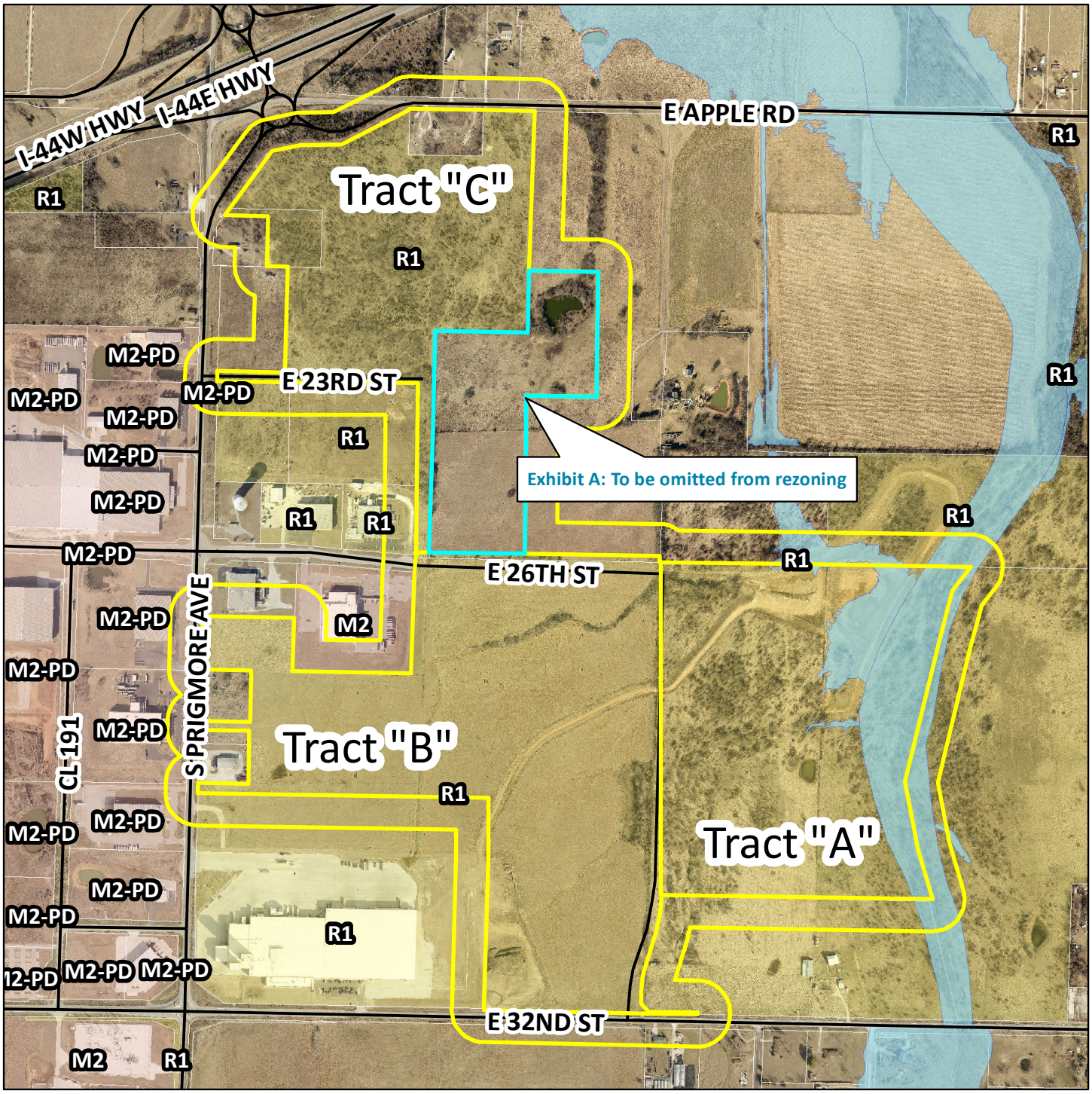
This property consists of approximately 210 acres located north of Highway FF and East of Prigmore Ave. This site is in the Crossroads Industrial Park. When any property is annexed into the City of Joplin, it is automatically zoned R-1, Single-Family Residential, which is the most restrictive zoning designation. This property has not been rezoned since its initial annexation.

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

Staff recommends approval of Case 023-17.

ATTACHMENTS

- Application
- Map
- Survey



Case 023-17: (210 Acres) North of Highway FF and East of Prigmore Ave – A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) for future industrial development - Joplin Industrial Development Authority.

N

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

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

Mr. Cortez wanted to know the approximate acreage.

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

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

Ms. Cunningham answered yes.

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

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

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

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

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

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

Mr. Bolander stated that was correct.

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

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

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

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

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

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

Mr. Duncan Closed the Public Hearing.

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

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