COUNCIL AGENDA
September 19, 2016
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. Presentation By Allen Shirley, Joplin Historical Museum President, Of The Signed 9-11 Special Edition Joplin Newspaper.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-609
      An ordinance approving the applications of Active Lifestyle Inc., for Joplin Memorial Marathon; George A. Spiva Center for the Arts for PhotoSpiva 2017; George Washington Carver Birthplace Association for the 74th Carver Day; Central Christian Center for the Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 2017 CJ Bluegrass Festival; Joplin Disc Golf Club for their 12th annual, Four States Open; MSSU Alumni Association for the MSSU Homecoming 2017; Emancipation Celebration Committee for the Emancipation "Park Day" Celebration 2017; Joplin Trails Coalition for their two 2017 Bicycle Tours; Missouri Dental Association Foundation for MOMOM (Missouri Mission of Mercy); Rufus Racing for the 9th annual, Summer Roundup Triathlon; TwelveOne Race Management for their 2017 TwelveOne Race Series; Historic Murphysburg Preservation, Inc. for marketing development for a 2017 Heritage Tourism event; Joplin History and Mineral Museum for the Chautauqua Series--Thomas Hart Benton; Wildcat Glades Conservation & Audubon Center for Shoal Creek Water Festival and the development of a new Center Rack Card, for utilization of FY2017 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

      Documents:

      JCVB FY17 GRANT FUNDING ORDINANCE CB2016-609.PDF
      JCVB FY17 GRANT FUNDING SUMMARY SHEET CB2016-609.PDF

8. **Consent Agenda**

   1. Minutes Of The September 6, 2016 Joplin City Council Meeting

Documents:

9-6 MIN.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-140
AN ORDINANCE approving a Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Eighty-five Thousand Two Hundred Ninety Eight and no/100 Dollars ($85,298.00) for Professional Engineering Consulting Services for the Villa Heights # 15 Sanitary Sewer Crossing Re-route at Newman Road project and containing an emergency clause.

Documents:

CB 2016 140_SUMMARY SHEET WA AMA-OC-001.PDF
2016 ON-CALL AGREEMENT_ALLGEIER MARTIN.PDF
SIGNED WAA AMA-OC-001.PDF
EXHIBIT - PHOTOS - FOR SUMMARY SHEET FOR CB 2016-140.PDF
CB 2016 140.PDF

2. COUNCIL BILL NO. 2016-141
AN ORDINANCE approving by and between the City of Joplin and Wildwood Ranch LLC, a Missouri Limited Liability Company, a Memorandum of Understanding, attached as Exhibit A, to receive a reimbursement from Wildwood Ranch LLC for environmental assessment fees the City has incurred as part of the Economic Development Administration (EDA) funded Library and Infrastructure Project and authorizing the Public Works Director, or his designee, to execute said Agreement; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2016-141.PDF
COUNCIL BILL 2016-141 .PDF
EXHIBIT A CB 2016-141.PDF

3. COUNCIL BILL NO. 2016-373
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 911 W. 6TH St. in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Ninety-Nine and 00/100 Dollars (2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

911 W. 6TH ST.PDF
CB 2016-373 PIC.PDF
CB2016-373 SUMMARY.PDF
CB2016-373.PDF

4. COUNCIL BILL NO. 2016-374
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 1905 Missouri. in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty-Nine and 00/100 Dollars (1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

1905 S. MISSOURI AVE.PDF
CB2016-374 PIC.PDF
CB2016-374 SUMMARY.PDF
CB2016-374.PDF

5. COUNCIL BILL NO. 2016-375
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to FY2015 and FY2016 HOME funds for the rehabilitation of housing; authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

Documents:

2015ESC_AGREEMENT.PDF
2016ESC_AGREEMENT.PDF
CB 2016-375 SUMMARY.PDF
CB2016-375.PDF

6. COUNCIL BILL NO. 2016-376
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2016 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

Documents:

CB2016-376 SUMMARY.PDF
CB2016-376.PDF
JAHFH 16.PDF

7. COUNCIL BILL NO. 2016-611
Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Construction of Taxiway "C&F" (formally B&N) at the Joplin Regional Airport; and containing an emergency clause.

Documents:

2016-611 FAA GRANT TAXIWAY C F CONSTRUCTION 611.PDF
FAA GRANT TAXIWAY C F CONSTRUCTION 2016 611.PDF
JLN 037 DRAFT OF GRANT 611.PDF

8. COUNCIL BILL NO. 2016-612
Approval of an Agreement by and between the City of Joplin and Capitol Paving and Construction, LLC for the construction of a Taxiway "C&F" at the Joplin Regional Airport; and containing an emergency clause.

Documents:

2016-612 CAPITOL PAVING CONTRACT.PDF
LETTER_OF_RECOMMENDATION_TO_AWARD__TWYS_CF.PDF
AIP-3-29-0037-036_JOPLIN_TWY_BID_TABULATION.PDF
CAPITOL PAVING CONTRACT TAXIWAY C F.PDF

9. COUNCIL BILL NO. 2016-613
An Approval of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the construction of Taxiways "C&F" at the Joplin Regional Airport; and containing an emergency clause.

Documents:

CMT TAXIWAY C F CONSTRUCTION SERVICES.PDF
2016-613 CMT CONSTRUCTION OBS CONTRACT.PDF
AVIATIONPROJECTCONSULTANTSUPPLEMENTALAGREEMENTNO.1.PDF

10. COUNCIL BILL NO. 2016-614
Authorization to accept an Air Service Grant by and between the City of Joplin and Missouri Department of Transportation (MoDot) for assistance in promotion of Air Service at the Joplin Regional Airport; and containing and emergency clause.

Documents:

AC02_AIRPORT_AID_FOR_AIR_SERVICE_PROMOTION_JOPLIN_AIR_176-090A-1.PDF
MODOT AIR SERVICE GRANT 2016.PDF
2016-614 MODOT AIR SERVICE GRANT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-610
An Ordinance approving the License Agreement between the City of Joplin and TwelveOne Race Management, a Missouri Limited Liability Company, and Douglas ("Tom") W. Rogers and Valerie D. Rogers, individually; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds

Documents:

TWELVEONE RACE MANAGEMENT LICENSE AGREEMENT.PDF
TWELVEONE RACE MANAGEMENT CB2016-610.PDF
TWELVEONE RACE MANAGEMENT SUMMARY SHEET CB2016-610.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-273

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 District C-3 and including in District C-3-PD property as described below and located at the northeast corner of Main Street and 27th Street in the City of Joplin, Jasper County, Missouri.

13. Unfinished Business

14. **New Business**

    1. Updated Surplus Property List For The Annual Auction

    2. NEWS FROM THE PIO

    3. CLOSED SESSION

       Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2015. This meeting, record, and vote be closed. 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)

COUNCIL BILL NO. 2016-609 ORDINANCE NO.

AN ORDINANCE approving the applications of Active Lifestyle Inc., for Joplin Memorial Marathon; George A. Spiva Center for the Arts for PhotoSpiva 2017; George Washington Carver Birthplace Association for the 74th Carver Day; Central Christian Center for the Joyful Hearts Conference; Carl Junction Chamber of Commerce for the 2017 CJ Bluegrass Festival; Joplin Disc Golf Club for their 12th annual, Four States Open; MSSU Alumni Association for the MSSU Homecoming 2017; Emancipation Celebration Committee for the Emancipation "Park Day" Celebration 2017; Joplin Trails Coalition for their two 2017 Bicycle Tours; Missouri Dental Association Foundation for MOMOM (Missouri Mission of Mercy); Rufus Racing for the 9th annual, Summer Roundup Triathlon; TwelveOne Race Management for their 2017 TwelveOne Race Series; Historic Murphysburg Preservation, Inc. for marketing development for a 2017 Heritage Tourism event; Joplin History and Mineral Museum for the Chautauqua Series--Thomas Hart Benton; Wildcat Glades Conservation & Audubon Center for Shoal Creek Water Festival and the development of a new Center Rack Card, for utilization of FY2017 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Active Lifestyle Inc., for **Joplin Memorial Marathon**, in the amount of Fifteen Thousand Dollars ($15,000); George A. Spiva Center for the Arts, for **PhotoSpiva 2017**, in the amount of Fourteen Thousand, Nine Hundred and Twenty-Five Dollars ($14,925.00); George Washington Carver Birthplace Association, for the **74th Carver Day**, in the amount of Five Thousand Dollars ($5,000.00); Central Christian Center for, **Joyful Hearts Conference**, in the amount of Eight Thousand, Three Hundred and Thirty-Five Dollars ($8,335.00); Carl Junction Chamber of Commerce for, **2017 CJ Bluegrass Festival (20th Annual)**, in the amount of Five Thousand, Fifty-Five Dollars ($5,055.00)****;** Joplin Disc Golf Club for, **12th Annual Four States Open**, in the amount of Eleven Thousand, Seven Hundred and Fifty Dollars ($11,750.00); MSSU Alumni Association for, **MSSU Homecoming 2017 (70th Annual)** , in the amount of Three Thousand, Two Hundred and Sixty Dollars ($3,260.00); Emancipation Celebration Committee for, **Emancipation "Park Day" Celebration 2017**, in the amount of Four Thousand, Two Hundred Dollars ($4,200.00); Joplin Trails Coalition for **2017 Bicycle Tours (Route 66 and Maple Leaf)** , in the amount of Two Thousand, Five Hundred Dollars ($2,500.00); Missouri Dental Association Foundation for, **MOMOM (Missouri Mission of Mercy)**, in the amount of Fifteen Thousand Dollars ($15,000.00)**##**; Rufus Racing for, **9th Summer Roundup Triathlon**, in the amount of Fifteen Thousand Dollars ($15,000.00); TwelveOne Race Management for, **TwelveOne Race Series (2017 Series)**, in the amount of Five Thousand Dollars ($5,000.00); Historic Murphysburg Preservation, Inc. for, **Heritage Tourism Marketing Development for 2017 event**, in the amount of Two Thousand, Two Hundred and Fifty Dollars ($2,250.00); Joplin History and Mineral Museum for, **Chautauqua Series, Thomas Hart Benton**, in the amount of Five Thousand, Three Hundred Dollars ($5,300.00); Wildcat Glades Conservation & Audubon Center for, **Shoal Creek Water Festival**, in the amount of Eight Thousand, Five Hundred Dollars ($8,500.00); and Wildcat Glades Conservation & Audubon Center for, **Center Rack Card Development**, in the amount of One Thousand, One-Hundred and Fifty Dollars ($1,150.00) for utilization of FY2017 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

****** In addition to the $5,055 grant awarded to the Carl Junction Chamber of Commerce for, **2017 CJ Bluegrass Festival**, the JCVB Advisory Board recommends up to an additional $2,775 as a matching grant, to enable the event attract a larger-known headliner – should a sponsor can be secured for the match.

The JCVB Advisory Board recommends that the Missouri Dental Association Foundation for, **MOMOM (Missouri Mission of Mercy)** be fully funded, but with funds from the JCVB Convention Bid Fee account and not from grant funds.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 and 105-4080-560-5060, to pay the grant amounts awarded.

Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

ITEM: Council Bill No. 2016-609. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2017 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2016-609

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2017 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Events must be held between November 1, 2016 & October 31, 2017;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 12, 2016, the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY17 Events & Attractions Grant Program. Following the review, the Board listened to presentations from each of the applicants that included a 5-minute presentation and 5-minute question and answer period.

16 funding requests from 15 organizations totaled $131,265.00. Grant funds available for this program are capped at $110,000 annually.

In their review, the Board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to be eligible for funding. Applications were scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an event received 60-points does not automatically mean it will receive funding.

Following the scoring and ranking the Advisory Board discussed each application and made final funding decisions. For the coming fiscal year, they were able to fund every application at least a portion of their request.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following funding recommendations for your approval:

1

Active Lifestyle Inc.

Joplin Memorial Marathon

May 19-20, 2017

Requested = $ 15,000.00 Recommended = $ 15,000.00

Marketing (Print), $6,000

Marketing (Electronic-Facebook & Constant Contact), $3,475

Presence at 6 Race Expos, $3,025

Marketing Design, $2,500

Following their success of adding a marathon distance in 2016, the Joplin Memorial Marathon is Joplin's premier running event. In 2016, the event drew 3,155 runners, 900 volunteers and 3,000 spectators. The events included the marathon, half-marathon, 5K, kids run and Walk of Silence. Grant funding will again extend their marketing plan.

2

George A. Spiva Center for the Arts

PhotoSpiva 2017

March 11-April 30, 2017

Requested = $ 14,925.00 Recommended = $ 14,925.00

Marketing (Placed Ads, Print & Social), $11,186

Marketing (Collateral Print), $2,989

Web Site Update, $750

PhotoSpiva continues to be one of Spiva Center for the Arts' top attended annual programs. The grant assistance is for targeted marketing of the event; both seeking entries as well as viewers to the leading photography exhibit.

GWC Carver Birthplace Association

74th Carver Day

3

July 8, 2017

Requested = $ 5,000.00 Recommended = $ 5,000.00

Marketing (Digital), $4,500 >70-miles out

Marketing (Social), $500 >70-miles out

This is a grant to the Carver Birthplace Association (CBA). The National Park Service cannot fund marketing efforts. The CBA has worked closely with the JCVB for a number of years, jointing promoting Carver Days. GWC is the only National Park in the Joplin Region and continues to be one of our highest visited destinations. 64% of their annual visitors are from outside of the region.

Central Christian Center

Joyful Hearts Conference

July 21-22, 2017

4

Requested = $ 8,335.00 Recommended = $ 8,335.00

Presenters, $2,750

Marketing (Print), $2,700

Marketing (Social), $1,250

Production, $1,635

This grassroots Christian Women's conference will be celebrating its 4th year in 2017. The conference is the work of many local women and is based around personal faith and empowerment. The number of attendees from outside the Joplin market has grown each year. The grant funding is to enrich their marketing reach by broadening their potential market to grown attendance.

Carl Junction Chamber of Commerce

2017 CJ Bluegrass Festival (20th)

September 22-24, 2017

5

Requested = $ 5,055.00 Recommended = $ 5,055.00******

Marketing (Social Media), $1,600

Marketing (Collateral Print), $955

Marketing (Radio), $2,500

This is the first year the Carl Junction Blue Grass Festival has applied for a JCVB Event and Attractions Grant, though over the last two years minor funding has been provided as a Special Event. The JCVB supports this event because of the room nights it generates. With no available lodging in Carl Junction, this event creates a direct impact for the Joplin lodging market.

****** In addition to the $5,055 grant award, the JCVB Advisory Board recommends up to an additional $2,775 as a matching grant, to enable the event attract a larger-known headliner – should a sponsor can be secured for the match.

Joplin Disc Golf Club

12th Annual Four States Open

September 22-24, 2017

Requested = $ 11,750.00 Recommended = $ 11,750.00

6

Marketing (Magazine), $750

Marketing (Facebook), $1,000

Marketing (Web Based), $500

Prize Money, $8,000

Reception Venue, $1,000 + Band, $500 = $1,500

Once solely held in McClelland Park, this event has grown into a regional meet. The event continues to grow in stature and participants. Through grant assistance, they have established a competitive prize money pool and is now a solid "B-tier" event, attracting nationally ranked "A-tier" players. In 2017 the event will mark its 12th year.

MSSU Alumni Association

MSSU Homecoming 2017 (70th)

September 25-30, 2017

7

Requested = $ 7,300.00 Recommended = $ 3,260.00

Advertising (Print), $3,260

~~**Postage, $4,040**~~

Grant funding requested is to support the marketing of the events associated to the annual MSSU homecoming weekend. This event brings alumni back to Joplin to reconnect with MSSU activities, students and programs. The strikethrough item was requested, but will not receive funding.

Emancipation Celebration Committee

Emancipation "Park Day" Celebration 2017

August 4-6, 2017

8

Requested = $ 4,200.00 Recommended = $ 4,200.00

Performers, $1,500

Marketing (Print) $100

Marketing (Postage) $100

Marketing (Web-based) $2,500

Celebrating the African-American heritage of Joplin, Emancipation Park Days has been an annual event since 1927. The organizers expressed two missions for the 2016 and 2017 events – to grow their attendance and open the event to a more diverse audience. This support, for the 2017 event is to market the activities to a wider market than in previous years.

Joplin Trails Coalition

2017 Bicycle Tours (2)

June 3 & Oct 14, 2017

Requested = $ 2,500.00 Recommended = $ 2,500.00

Duel Marketing for both events

9 **Flyer Design, $300**

Printing (Flyer & Save the Dates Cards), $800

Postage, $200

Social Media (3 mos prior to events), $500

Road Safety Supplies, $200

Oklahoma Sports & Fitness Targeted Marketing, $500

Two bicycling events cover the regional market with up to 100-mile rides. This support is for a marketing effort that will cross-promote the upcoming event, while announcing their next event 6 months later. The marketing plan is to grow the interest in the events as well as the cycling interest of the market.

Missouri Dental Association Foundation

MOMOM

June 8-10, 2017

10

Requested = $ 15,000.00 Recommended = $ 15,000.00 ##

Support documentation printing, $3,500

Facility Rental, $10,000

Professional Services, $1,500

Missouri Dental Association Foundation's MOMOM (Missouri Mission of Mercy) is a Dental Clinic which annually moves around the state and provides dental care for anyone who cannot afford such treatment, free of charge. This is the first time the program will be offered in the Joplin region. Using facilities on MSSU, dental services will be available for 12 hours each of the 2 days of the event. 120 dental specialists from across Missouri will provide a variety of dental services. Nearly 1,800 patients will be seen, many of which come from surrounding communities.

The JCVB Advisory Board is recommending this event be fully funded but with funds from the JCVB Convention Bid Fee account and not from grant funds.

Rufus Racing

9th Summer Roundup Triathlon

July 9, 2017

Requested = $ 15,000.00 Recommended = $ 15,000.00

Creative Design, $1,400
Marketing (Print), $2,000
Marketing (Social Media), $1,000
Marketing (Web-based), $630
Marketing (Postage), $650
Video Production, $1,500
Web Site (Upgrade), $200
Chip Timing, $3,700
Goodie Bags inserts (@ other events), $250
Family Activities (inflatables), $435
Awards and Prizes Money, $3,235

The Rufus Racing *Summer Roundup Triathlon* has grown to become the largest open-water Triathlon between Kansas City and Dallas. This event is a positive example of the Joplin region's expanding active lifestyle. Promoting this event to a wider audience has been directly attributed to previous grant support. In 2016, the event drew 306 participants from 10 states, to include a Para-Olympian.

TwelveOne Race Management

TwelveOne Race Series

2017 Series

Requested = $ 10,000.00 Recommended = $ 5,000.00

Marketing (Digital), $4,000
~~**Marketing (collateral), $2,000**~~
~~**Web Build-out, $1,000**~~
Marketing (Print), $1,000
~~**Marketing, (Local Radio), $2,000**~~

TwelveOne Race management is new to the grant program. Largely a company which produces 5K runner events, this funding is to support their running events which have distances greater than 5K and/or are events no other organization is producing in our market. The strikethrough items were requested, but will not receive funding.

13

Historic Murphysburg Preservation, Inc

Heritage Tourism Marketing for 2017 event**

Attraction

Requested = $ 2,250.00 Recommended = $ 2,250.00

Brand Marketing Design for 2017 event, $1,500

Photography for Seasonal Stock Images, $750

This grant funding is in support of an event that will take place in 2017. Historic Murphysburg is taking their lead from the successful Carthage Holiday Homes Tour and developing their own home tour. The Carthage event happens on even numbered years. The Joplin event will be held on the odd numbered years. This funding supports the establishment of a library of stock photos of historic homes, decorated for the 2016 season. These will be used in the 2017 marketing campaign. Additional funds are to assist with brand design.

14

Joplin History and Mineral Museum

Chautauqua Series, Thomas Hart Benton

Fall 2017

Requested = $ 5,300.00 Recommended = $ 5,300.00

Print Marketing & Postage, $100

Social Media, $200

Chautauqua Performers, $4,500

Marketing Design, $500

Showcasing Presidents Teddy Roosevelt and Harry S. Truman, the initial Chautauqua program was a successful event. As a follow up, the organization is developing two separate evenings featuring the life and experiences of Thomas Hart Benton. One performance is planned inside City Hall with the Benton Mural as the focus and backdrop, while the second performance will be more of a staged experience of the famed Neosho native. Grant funds will assist with bringing the performer to Joplin as well as provide for regional marketing.

15

Wildcat Glades Conservation & Audubon Center

Shoal Creek Water Festival

August 12, 2017

Requested = $ 8,500.00 Recommended = $ 8,500.00

Prize Money, $3,850

Misc Event Supplies, $1,900

Children's Entertainment, $750

Marketing (Facebook), $1,000

Marketing (Print Tri-fold), $1,000

In 2017 the Wildcat Glades Conservation & Audubon Center continues their nature and water education programs through their Waterfest event. This grant support will aid in their marketing to a broader reach. Support to the Waterfest has always been focused on those items that bring more out of town visitors to the event.

16

Wildcat Glades Conservation & Audubon Center

Center Rack Card

Attraction

Requested = $ 1,150.00 Recommended = $ 1,150.00

Printing Glades General Information Trifold, $512**

Graphic Design, $400

Postage, $238 for >70 mile outside market

**** with a Center match of $128**

Wildcat Glades Conservation & Audubon Center continues to be a major stop-off location for travelers along I-44. Through this grant the Center is afforded the opportunity to update their marketing brochures and place them in key travel information centers greater than 70-miles from Joplin.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend for Joplin City Council approval the funding recommendation of $100,000 and that Grants be awarded for the sixteen (16) events and attractions described above.

ATTACHMENTS:

None.

(Continuation of Green Sheet for Council Bill No. 2016-609 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event & Attraction Grant distribution in FY2017 for special events, festivals and celebrations.)

CITY OF JOPLIN
CITY COUNCIL MEETING

MINUTES September 6, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

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

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

PRESENTATIONS
Proclamation to proclaim September 2016 as Life Insurance Awareness Month, presented to Mark VonMoss, NAIFA-SW President, and other local chapter members. Mayor Seibert presented a Proclamation to Mark VonMoss. Attending with him were chapter members Amanda Mitchell and Linda Teeter.

Council Member Colbert-Kean to brief Council on observation from recent Court visit. Council Member Colbert-Kean recently visited the operations of the Municipal Court stating they were 5 weeks behind in entering data due to a back log on computer issues. She praised the work of the court clerks along with the clerks from jail and records. She had those in attendance come up and be introduced. They were Robyn Cable, Tina McCauley, Jeanne Ester, Rosi Schramm, Vicky Copeland, Jennifer Swinehart, Lori Marshall, June Severns, Enjoli Jones and Christina Gibson. She also recognized the work of the Municipal Judges Chuck Brown and John Podleski and Municipal Court Administrator Lamonte Ratcliff who said these clerks work very hard and complimented them for all the work they do.

REPORTS AND COMMUNICATIONS
Report from Rob O'Brian, President, Joplin Area Chamber of Commerce on Economic Development. Mr. O'Brian briefed Council on the Economic Development in Joplin.

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

CITIZEN REQUESTS AND PETITIONS
Request to address Council from Janus Lazarus and Jared Wicklund, 2922 E. 15th, regarding the Joplin Table Tennis Regional Fall Championship on November 5, 2016. Janus Lazurus and Jared Wicklund addressed Council on the Joplin Table Tennis Regional Fall Championship on November 5, 2016 and has challenged the council to play vs. the city staff at 9:30am. Mr. Stanley noted he would take on the challenge of gathering names from the council to come up with the team.

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

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

City, Missouri, pursuant to RSMo., Section 71.011, 2003 as amended, providing for the giving of notice thereof, and establishing an effective date. (Requested by Bemis Packaging. Planning and Zoning recommended approval).

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this request.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2016-274. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2016-274 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the August 15, 2016 Council Meeting

Minutes of the August 29, 2016 Special Council Meeting

COUNCIL BILL NO. 2016-408 - an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with the Joplin Area Chamber of Commerce Foundation in the amount of Two Million Four Hundred Seventy Thousand Dollars ($2,470,000.00) to purchase and install furniture, fixtures and equipment as required for the development and execution of the proposed training programs/classes. **Ordinance No. 2016-129**

RESOLUTIONS

Mr. Shaw introduced RESOLUTION NO. 2016-006 - A RESOLUTION ratifying the First Amendment and Restated By-Laws of the Joplin Sports Authority, Inc. Motion by Mr. Shaw, second by Mr. West to approve Resolution No. 2016-006. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Motion by Mr. Stanley second by Mr. Shaw to pull Resolution No. 2016-016 from the tabled agenda so Council may address it this evening. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Mr. Stanley introduced RESOLUTION NO. 2016-016 -a resolution granting a Special Use Permit (First Request) to Yvonne Vonderosa for the operation of a day care home located at 2306 Xenia Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mrs. Lewis to approve Resolution No. 2016-016. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-138 - an ordinance approving the contract between the City of Joplin, Missouri and Midwest Transit Equipment Inc. in the amount of One Hundred Eighty-Two Thousand One Hundred Fifty-Seven Dollars ($182,157) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2016-06; and containing an

emergency clause. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2016-138 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-130**

Mrs. Lewis introduced COUNCIL BILL NO. 2016-139- an ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause. Motion by Mrs. Lewis, second by Mr. Stanley that Council Bill No. 2016-139 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-131**

Mr. West introduced COUNCIL BILL NO. 2016-371 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to FY2014 and FY2015 HOME funds for the new construction of housing; authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause. Motion by Mr. West, second by Mr. Brown that Council Bill No. 2016-371 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-132**

Mr. Stanley introduced COUNCIL BILL NO. 2016-372 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2015 HOME housing developer funds; authorizing the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri to execute same on behalf of the City; and, containing an emergency clause. Motion by Mr. Stanley, second by Ms. Colbert-Kean that Council Bill No. 2016-372 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-133**

Mr. Stanley introduced COUNCIL BILL NO. 2016-454 - an ordinance approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2016 and running through September 30, 2017, for the amount of up to Six Hundred Seventeen Thousand, Six Hundred Fifty-Two Dollars and no Cents ($617,652.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2016-454 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-134**

Mr. Stinnett introduced COUNCIL BILL NO. 2016-519 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2016-519 be approved on an emergency basis

Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-135**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2016-455 - an ordinance authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and Pharm Joplin Acquisition, LLC, a MO LLC, dba The Medicine Shoppe, providing generally for the utilization of The Medicine Shoppe pharmacy as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri. Motion by Mr. Stinnett, second by Mr. West to Pass Council Bill No. 2016-455 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Bill was read as being **Council Bill No. 2016-455.**

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced COUNCIL BILL NO. 2016-006 – an ordinance approving, affirming and ratifying the vacation of an alley that was originally vacated by Ordinance No. 21202 on March 6, 1951, by the City Council. Motion by Mr. Stanley, second by Ms. Colbert-Kean to Pass Council Bill No. 2016-006 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays:1, McCreary. The Bill was declared adopted and entitled **Ordinance No. 2016-136**

Mr. West introduced COUNCIL BILL NO. 2016-271 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-3 and including in District C-3-PD property as described below and located at the northwest corner of 26th Street and Main Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Brown to Pass Council Bill No. 2016-271 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays:1, McCreary. The Bill was declared adopted and entitled **Ordinance No. 2016-137**

Mr. Stanley introduced COUNCIL BILL NO. 2016-272 – an ordinance amending Chapter 2, Administration, Section 2-50, Code of Ethics. In general, creating a new Section 2-50(n) of the Joplin City Code. Mr. Stinnett brought the discussion forward from the June 20, 2016 council meeting when this item was tabled. He asked that this item be voted on to allow a former member of council not to have to wait a year to serve on a committee as stated in this ordinance. Motion by Mr. Stanley, second by Mr. Shaw to Pass Council Bill No. 2016-272 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays:1, McCreary. The Bill was declared adopted and entitled **Ordinance No. 2016-138**

NEW BUSINESS:
Declare excess surplus property for the annual auction.
Motion by Mr. Shaw, second by Mr. Stinnett to approve the excess surplus property for the annual auction. Council voted 9-0.

News from the PIO

A memorial event honoring those who lost their lives on September 11, 2001, is planned for 2 p.m. Saturday, September 10. The program, featuring former U.S. Attorney General John Ashcroft, former Missouri Senator Jim Talent and U.S. Senator Roy Blunt and other special guests, will be held at Taylor Auditorium at Missouri Southern State University. The event is free to the public, but tickets are required. To reserve your seats and learn more about the program, contact Joplin Museum Complex at 417-623-1180 or visit their Facebook page.

If residents would like the latest info about upcoming street closures or repairs, parks events or City news, they can sign up for the City's notification app on our website. Residents can choose to be notified of these items, or other City-related business, via text or email when your area of interest receives a new posting. It's simple to do. Just click on the Notify Me" box at the bottom of the City's site at joplinmo.org, and follow the instructions.

On Saturday, September 17, join the fun in downtown Joplin by attending the Second annual Art Festival. Held from 10 a.m. to 6 p.m. on Main Street, this event highlights more than 60 regional artists, live music, dance, kids' activities and plenty of family fun. For more information, visit joplinartsfest.com or their Facebook page.

More details about these topics can be found on our website, www.joplinmo.org.

Mayor showed a walking stick that he had been given during the Mercy Park dedication by resident Bob Roberts that was carved from wood. He said it will be displayed here at City Hall along with other memorabilia from the 2011 Tornado.

There being no further business the meeting adjourned at 8:00p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016
Council Bill No. 2016-140

Item: Work Authorization AMA-OC-001 with Allgeier, Martin & Associates Inc., for Professional Engineering Consulting Services for the Villa Heights #15 Sanitary Sewer Crossing Re-route at Newman Road project.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement with Consultant
2) Work Authorization
3) Council Bill No. 2016-140
4) Exhibit – Photographs of the Exposed Sanitary Sewer in Turkey Creek

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Work Authorization AMA-OC-001 with Allgeier, Martin & Associates Inc. in the not to exceed amount of $85,298.00 for Professional Engineering Consulting Services for the Reroute of the Turkey Creek Sanitary Sewer Crossing at Newman Road.

Background: In accordance with the City's procurement policy, the City advertised for on-call consulting services in seven categories, including Storm & Sanitation Engineering Services. Of the 18 firms that expressed interest in providing these services, four firms were selected using the qualifications based selection method, as required by state statute. Allgeier, Martin & Associates (AMA) was selected from that group to provide professional engineering services for this project.

Discussion: When this sewer was constructed in the fall of 1988, the manhole seen in the attached Exhibit was installed on the east bank of Turkey Creek, and the pipe was installed below the creek bed. Over time, the creek bed has eroded around the manhole such that it now sits in the middle of Turkey Creek, with its piping now laying above the water level in the creek.

In their attached Work Authorization and scope of services, Allgeier, Martin & Associates will design a re-route of the sanitary sewer line, provide bidding and construction management services on behalf of the City. The project will be entirely funded out of the City's annual sanitary sewer rehabilitation funds.

Recommendation: City staff recommends that approval of Work Authorization AMA-OC-001 with Allgeier Martin & Associates Inc. for the not to exceed amount of $85,298.00 for Professional Engineering Consulting Services for the Villa Heights #15 Sanitary Sewer Crossing Re-route at Newman Road 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 64803	
Attention:		Attention: Chris Erisman, P.E., Vice President	
Department:		Phone: 417-680-7200	Fax: 417-680-7300
Phone:	Fax:		

AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

City of Joplin and Allgeier, Martin & Associates

THIS AGREEMENT, made and entered into this 22 day of February, 2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer in the general area(s) of Construction Inspection, Structural Engineering, Land Surveying and Storm & Sanitation Engineering and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract and an associated Work Authorization, 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*** of any executed Work Authorization. In no circumstances will new projects be assigned more than twelve months after execution of this agreement.

3. **Payment.** The rate of payment shall be in accordance with Attachment **One**. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

REVIEWED FOR APPROVAL

Dan Salisbury
Assistant Director of Public Works/Engineering

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

Title: Vice President

Date: January 20, 2016

CITY OF JOPLIN, MISSOURI

By:
Nicholas A. Heatherly, P.E.
Public Works Director

Date: 2/22/16

ATTACHMENT NUMBER ONE
Agreement for On Call Professional Engineering Consulting Services
RATE SCHEDULE
2016-2017

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2016 thru 12/31/2016	Hourly Billing Rate 01/01/2017 thru 12/31/2017
Principal/Engineer IV	$185	$191
Principal/Engineer III	$170	$175
Principal/Engineer II	$150	$155
Principal/Engineer I	$135	$140
Designer III/GIS Specialist	$124	$128
Designer/Technician III	$104	$108
Designer/Technician II	$92	$95
Designer/Technician I	$86	$88
Two-Man GPS Survey Crew	$175	$181
One-Man GPS Survey Crew	$135	$140
Three-Man Survey Crew	$190	$201
Two-Man Survey Crew	$150	$155
Registered Land Surveyor II	$160	$166
Registered Land Surveyor I	$140	$145
Survey Party Chief	$86	$88
Survey Crew Member	$69	$72
Right of Way Specialist	$108	$112
Construction Inspector III	$104	$108
Construction Inspector II	$92	$95
Construction Inspector I	$84	$88
Secretary/Word Processor	$69	$72
Print Specialist	$69	$72

Note 1: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.
Note 2: Any time and materials necessary to set standard right of way pins or monuments shall be included in the hourly rates provided above.

NON-LABOR RATES

Item	Rate
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

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 64803	
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	Fax:		

WORK AUTHORIZATION NUMBER AMA-OC-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-001 exceed the sum of Eighty-Five Thousand Two Hundred Ninety Eight and no/100 Dollars ($85,298).

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, 2016, 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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

Chris Parker, Sanitary Sewer Engineer

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: Chris Erisman

Printed Name: Chris Erisman

Title: Vice President

Date: Sept. 9, 2016

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

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EXHIBIT A

Project Name/Description Villa Hts #15 Sanitary Sewer Crossing Re-route at Newman Road

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 2030-17.050.

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.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the proposed sanitary sewer line crossing of Turkey Creek with the City of Joplin.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Design of a crossing of Turkey Creek to the northwest of the intersection of Rangeline Road and Newman Road, extending west from the East side of the Roper Honda property to a point of connection to the existing line. The crossing may be aerial as field conditions warrant but buried alternatives will be evaluated as well.

1.1.3.2 Bidding and Construction Phase Engineering for the Turkey Creek Crossing.

1.1.3.3 Resident Construction Representation Phase services for the Turkey Creek Crossing. Services will be provided as needed/requested by the city with an anticipation of services being provided full time with an estimated construction duration of 7 weeks.

1.2 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental Clearances and Permitting

The project will be undertaken with the understanding that no Environmental Clearances and/or Land Disturbance and Stormwater permitting will be required for this project and, therefore, the Engineer shall not be responsible for the preparation or production of any such items. Any required Corps of Engineers, Wetlands, or other associated permitting, if determined necessary, may be provided as an additional service.

1.4 Right-of-Way/Easement Acquisition

1.4.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line and roadways.

1.4.1.1 Services for right-of-way/easement acquisition are anticipated to be provided for a maximum of 2 individual properties associated with the project.

1.4.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.4.3. Obtain signed easement documents from willing participants.

1.4.4. In the event that negotiation for easements is unsuccessful after two attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.4.5. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.4.6. Record and provide OWNER with copies of all executed easements.

2. TERMS

2.1 Schedule: 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 for this Work Authorization scope of work shall be completed no later than October 1, 2017.

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 Two to Exhibit A: "RATE SCHEDULE 2016-2017"; with a total compensation ceiling of $85,298, as set forth in Work Authorization Number AMA - OC - 001 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
Design Phase Services	$34,048
Bidding and Construction Phase Engineering Services	$15,516
Resident Project Representation Services	$29,120
Right-of-Way/Easement Acquisition	$6,614
Total Estimated Maximum Fee	$85,298

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2016-2017

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2016 thru 12/31/2016	01/01/2017 thru 12/31/2017
Principal/Engineer IV	$185	$191
Principal/Engineer III	$170	$175
Principal/Engineer II	$150	$155
Principal/Engineer I	$135	$140
Designer III/GIS Specialist	$124	$128
Designer/Technician III	$104	$108
Designer/Technician II	$92	$95
Designer/Technician I	$86	$88
Two-Man GPS Survey Crew	$175	$181
One-Man GPS Survey Crew	$135	$140
Three-Man Survey Crew	$190	$201
Two-Man Survey Crew	$150	$155
Registered Land Surveyor II	$160	$166
Registered Land Surveyor I	$140	$145
Survey Party Chief	$86	$88
Survey Crew Member	$69	$72
Right of Way Specialist	$108	$112
Construction Inspector III	$104	$108
Construction Inspector II	$92	$95
Construction Inspector I	$84	$88
Secretary/Word Processor	$69	$72
Print Specialist	$69	$72

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

NON-LABOR RATES

Item	Rate
Travel	$0.54 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%

Exhibit 1 – Photographs of the Exposed Manhole and Sanitary Sewer Piping



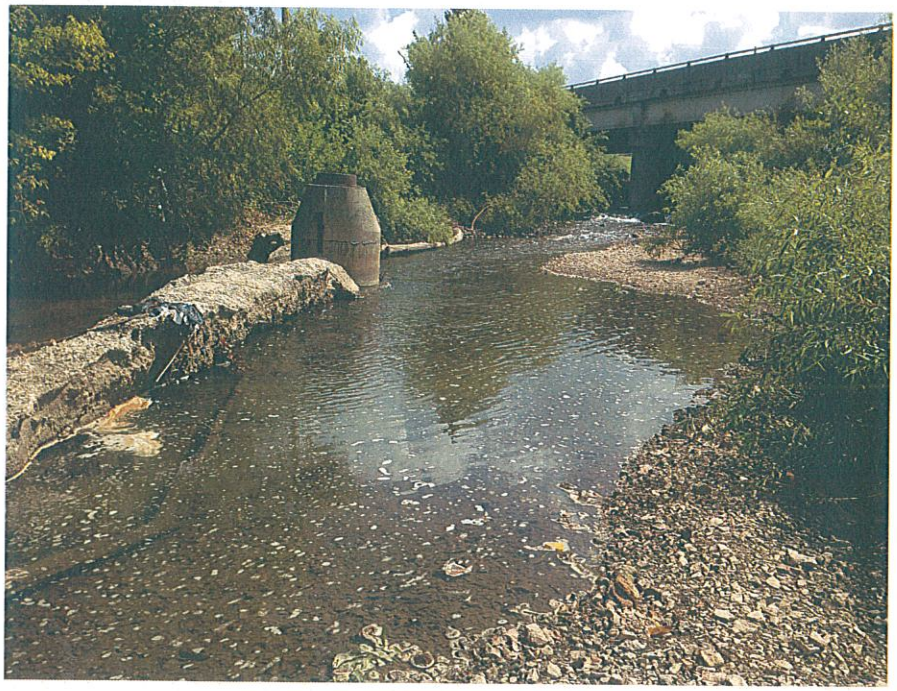

Exhibit 1 – Photographs of the Exposed Manhole and Sanitary Sewer Piping





COUNCIL BILL NO. 2016-140 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Eighty-five Thousand Two Hundred Ninety Eight and No/100 Dollars ($85,298.00) for Professional Engineering Consulting Services for the Villa Heights #15 Sanitary Sewer Crossing Re-route at Newman Road project and containing an emergency clause.

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

Section 1. Approval of Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Eighty-Five Thousand Two Hundred Ninety Eight and No/100 Dollars ($85,298.00) for Professional Engineering Consulting Services for the Villa Heights #15 Sanitary Sewer Crossing Re-route at Newman Road project in the City of Joplin, Jasper County.

Section 2. 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.

Section 3. That the Director of Public Works is hereby authorized to enter into a Work Authorization on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves design to begin immediately in the optimal time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Requested Council Meeting Date: September 19, 2016
Council Bill No. 2016-141

Item: Memorandum of Understanding (MOU) with Wildwood Ranch LLC for the reimbursement of city expenses for environmental assessments.

Originating Department: Planning/Public Works

Attachments: 1) Council Bill No. 2016-141
2) Exhibit A - MOU

Planning, Dev. & Neighborhood Services: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Sam Anselm

Recommended Action: Authorization to enter into a Memorandum of Understanding (MOU) with Wildwood Ranch LLC for the reimbursement of environmental assessment costs the city will incur for the Wildwood Infrastructure.

Background: Wildwood Ranch LLC and City entered into an agreement executed on January 15, 2009 for Sanitary Sewer Construction and Treatment Services and Annexation. The City has been awarded Federal Economic Development Administration (herein called the "EDA") funds for library and infrastructure improvements through EDA Award #05.79.05345.

The City wishes to engage Wildwood Ranch LLC to assist the City in utilizing such funds for economic development activities to include improvements to 32nd Street, Sanitary Sewer services, and Emergency Air Siren infrastructure at Wildwood Business and Industrial Park. The EDA grant does not pay for the Environmental Assessments, considered predevelopment costs, for the project. Wildwood Ranch LLC has agreed to pay for those costs.

Discussion: Council has previously approved both design contracts for the 32nd Street improvements and the sanitary sewer line installation and upgrades to two lift stations. EDA requires the environmental assessments completed prior to construction. Bids will be let this fall for the construction of the improvements.

Recommendation: City staff recommends that this MOU be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-141

AN ORDINANCE approving by and between the City of Joplin and Wildwood Ranch LLC, a Missouri Limited Liability Company, a Memorandum of Understanding, attached as Exhibit A, to receive a reimbursement from Wildwood Ranch LLC for environmental assessment fees the City has incurred as part of the Economic Development Administration (EDA) funded Library and Infrastructure Project and authorizing the Public Works Director, or his designee, to execute said Agreement; and containing an emergency clause.

WHEREAS, Wildwood Ranch LLC and City entered into an agreement executed on January 15, 2009 for Sanitary Sewer Construction and Treatment Services and Annexation;

WHEREAS, the City has been awarded Federal Economic Development Administration (herein called the "EDA") funds for library and infrastructure improvements through EDA Award #05.79.05345; and

WHEREAS, the City wishes to engage Wildwood Ranch LLC to assist the City in utilizing such funds for economic development activities to include improvements to 32nd Street, Sanitary Sewer, and Emergency Air Siren infrastructure;

WHEREAS, the EDA grant does not pay for the Environmental Assessments for the project, and Wildwood Ranch LLC has agreed to pay for those costs.

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

Section 1. That the City enter into Memorandum of Understanding with Wildwood Ranch LLC (Exhibit A) in order for the City to be reimbursed for environmental assessment expenses related to the EDA funded library and infrastructure projects.

Section 2. That the Public Works Director, or his designee, of the City of Joplin, Missouri, is hereby authorized to execute said agreement, or in substantially similar form for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public health and welfare and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. This allows the project to be completed by the mandated completion date of May 22, 2017.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2016.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the EDA Library and Infrastructure Grant Award Budget.

_____

Leslie Haase, Director of Finance

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is effective on this 12th day of September, 2016, by and between the **CITY OF JOPLIN, a Missouri Municipal Corporation** ("City") and **Wildwood Ranch LLC,** a Missouri limited liability company having its principal place of business in Joplin, Missouri, ("Wildwood") (each entity individually referred to herein as a "Party" and all entities collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Wildwood and City entered into an agreement executed on January 15, 2009 for Sanitary Sewer Construction and Treatment Services and Annexation;

WHEREAS, the City has been awarded Federal Economic Development Administration (herein called the "EDA") funds for library and infrastructure improvements through EDA Award #05.79.05345; and

WHEREAS, the City wishes to engage Wildwood to assist the City in utilizing such funds for economic development activities to include improvements to 32nd Street, Sanitary Sewer, and Emergency Air Siren infrastructure;

WHEREAS, the EDA grant does not pay for the Environmental Assessments for the project, and Wildwood Ranch LLC has agreed to pay for those costs.

NOW, THEREFORE, it is agreed between the parties hereto that;

UNDERSTANDING

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

1. **Purpose.** The purpose of this MOU is to set forth in writing the Parties' understanding with regard to establishing and constructing the sanitary, street, emergency air siren and other infrastructure improvements, and to define the terms and conditions, and describe each party's rights and obligations, in connection therewith.

2. **Subject to Approval.** This MOU is made, entered into, and executed by the Parties subject to review and the approval of the City Council of the City of Joplin ("Council").

3. **Wildwood Obligations.** Wildwood will be responsible for reimbursing the City of Joplin for all EDA ineligible predevelopment costs incurred to include the environmental assessment (EA) required by the EDA. City will invoice Wildwood for

reimbursement of the total EA costs incurred. All invoices shall be accompanied with documentation supporting the requested reimbursement. Wildwood shall submit payment in full of the invoiced amount within thirty (30) days from the date the invoice was mailed. In the event the project is not funded or is abandoned by the City or EDA, Wildwood shall still be responsible for all payments due hereunder.

4. **City's Obligations.** Within thirty (30) days of EDA approval of EA, City will proceed with design of the aforementioned infrastructure improvements and bear responsibility for one hundred percent (100.00%) of the total costs associated with the street, sanitary and air siren infrastructure improvements as approved by EDA,

5. **Mutual Recognition.** Both parties anticipate the total cost of 32nd Street, Sanitary Sewer, and Emergency Air Siren Environmental Assessments should be approximately Twenty-Five Thousand Dollars ($25,000.00). It is unlikely, but possible, that costs could exceed this amount. Wildwood agrees to pay any additional amounts over and above the estimated Twenty-Five Thousand Dollars ($25,000.00).

6. **Conditions.** Notwithstanding the foregoing understandings or anything to the contrary in this MOU, the parties agree that the terms and conditions herein, and the rights and obligations of the Parties herein, are predicated on the receipt of approval described in Section 2. In the event such approval is not obtained, the Parties agree to terminate this MOU and any related documents and agreements and to discontinue further actions in connection with the aforementioned infrastructure improvements.

7. **Miscellaneous.**

a. Modification. This MOU is in addition to the agreed upon terms executed January 15, 2009 Agreement for Sanitary Sewer Construction and Treatment Services and Annexation with Wildwood, and this Agreement does not modify or alter that Agreement in any manner. Any waiver, modification, or amendment of any provision of this MOU will be effective only if in writing and signed by the Parties hereto.

b. Assignment. No Party may assign its rights or delegate its duties under this MOU (including by merger or other operation of law), either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void.

c. Notices. Any notices under this MOU must be in writing and sent by hand delivery, by certified mail, return receipt requested, or by overnight mail to the applicable Party at the address set forth below, or to such other address provided by a party from time to time. Such notice will be effective upon receipt.

To City:

Public Works Director
City of Joplin
602 S. Main
Joplin, Missouri 64801

To Wildwood:

Mr. Jimmer Pinjuv
Wildwood Ranch L.L.C.
1032 Antelope Road
Joplin, Missouri 64804

d. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

e. Delivery. This MOU may be signed and delivered by the email exchange of signed signatures pages, with the same force and effect as the exchange of original signatures.

f. Headings. The headings in this MOU are for convenience only and shall not in any way affect the interpretation or enforceability of this Agreement.

g. Severability. If any provision of this MOU is for any reason found to be unenforceable, it shall be modified to reflect the fullest enforceable intent of the Parties, or if such modification is not possible, it shall be severed, and the remainder of the MOU will continue in full force and effect.

h. Special Conditions. All infrastructure and improvements will be owned and controlled by the City of Joplin including Facilities, Structures, Easements and Right-of-Way. Wildwood will continue to adhere to the annexation schedule as agreed in the January 15, 2009 Agreement for Sanitary Sewer Construction and Treatment Services and Annexation.

i. Contingent on City County approval. This Agreement is contingent on the approval of the Joplin City Council.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the date first set forth above and each Party hereby represents and warrants that its respective signatory whose signature appears below has been and is fully authorized by all necessary and appropriate actions to execute this MOU.

CITY OF JOPLIN

By: _____

Name: _____

Title: _____

WILDWOOD, WILDWOOD RANCH LLC

By: _____

Name: James Pinjuv

Title: Manager

CLOSING DATE:	2-Sep-2016	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	911 W. 6th Street

COMPANY	BIDS
B & D Yardbuilders	$3,979.00
Big John's	$2,500.00
Jodan Disposal	$2,499.00
Nelson's Enterprises	$2,749.00


COUNCIL BILL 2016-373
911 W. 6TH ST.






SUPER SIZE
Hoss Blazes

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date September 19, 2016

Item: COUNCIL BILL NO. 2016-373
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 373
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 911 W. 6TH St.

Summary: The above listed address was "tagged" as a dangerous building on May 9, 2016. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 19, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on September 2, 2016. At that time bids were received as follows:

Big Johns	$ 2,500.00
B & D Yard builders	$ 3,979.00
Jordan Disposal	$ 2,499.00
Nelson Demolition	$ 2,749.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,499.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2016 – 373 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 911 W. 6TH St. in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Ninety-Nine and 00/100 Dollars (2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Two Thousand Four Hundred Ninety-Nine 00/100 Dollars ($2,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 911 W. 6TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 911 W. 6TH St. and legally described as:

ALL OF LOT NIMBERED FIFTY (50) AND THE SOUTH 48 FEET OF LOT NUMBERED FORTY-NINE (49) IN GRAY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	2-Sep-2016	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1905 S. Missouri Ave.

COMPANY	BIDS
B & D Yardbuilders	$2,780.00
Big John's	$2,499.00
Jodan Disposal	$2,100.00
Nelson's Enterprises	$1,749.00


WARNING
COUNCIL BILL 2016-374
1905 MISSOURI







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date September 19, 2016

Item: COUNCIL BILL NO. 2016-374
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 374
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 1905 Missouri.

Summary: The above listed address was "tagged" as a dangerous building on January 13, 2016. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 19, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on September 2, 2016. At that time bids were received as follows:

Big Johns	$ 2,499.00
B & D Yard builders	$ 2,780.00
Jordan Disposal	$ 2,100.00
Nelson Demolition	$ 1,749.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 1,749.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2016 – 374 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1905 Missouri. in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Forty-Nine and 00/100 Dollars (1,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of One Thousand Seven Hundred Forty-Nine 00/100 Dollars ($1,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1905 Missouri.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1905 Missouri. and legally described as:

ALL OF LOT NUMBERED FORTY-FOUR (44) IN CAMPBELL'S FIFTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____

Michael L. Seibert – Mayor

ATTEST

_____

Barbara Hogelin – City Clerk

APPROVED AS TO FORM

:_____

Peter C. Edwards, City Attorney

2015 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this ___day of _____, 20___ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2015 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $75,000.00 from its 2015 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $75,000.00 from its 2015 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $75,000.00 from its 2015 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development, and Neighborhood Services

ATTEST:

Samuel Anselm
City Manager

Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

2016 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this ___day of _____, 20___ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2016 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $82,500.00 from its 2016 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $82,500.00 from its 2016 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $82,500.00 from its 2016 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

Samuel Anselm
City Manager

Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: Council Bill 2016-375
Originating Department: Planning & Community Development

Attachments: 1) 2015 New Housing Rehabilitation Agreement
2) 2016 New Housing Rehabilitation Agreement
2) Council Bill No 2016-375

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION
The following agreements are between the City of Joplin and Economic Security Corporation of Southwest Area (ESC) for use of 2015 and 2016 HOME Funds.

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

The attached agreement is a continuation of the City's relationship with the Economic Security Corporation of Southwest Missouri to rehabilitate owner occupied homes within the region. This program will provide funding for the following projects:

- $75,000 of FY2015 HOME funds for the rehabilitation of three homes whose owners are low-moderate income residents.
- $82,500 of FY2016 HOME funds for the rehabilitation of three additional homes whose owners are low-moderate income residents.

RECOMMENDATION:
Staff recommends approval of the agreement with ESC to continue the new construction portion of the HOME Program on an Emergency basis. These activities have received prior approval from the Council as part of the 2015 and 2016 Action Plan(s).

COUNCIL BILL NO. 2016-375 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to FY2015 and FY2016 HOME funds for the rehabilitation of housing; authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and the Economic Security Corporation of Southwest Area (ESC), are desirous of entering into an agreement whereby ESC will rehabilitate homes for owner-occupied households through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation of Southwest Area, generally pertaining to HOME funds for rehabilitation of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: Council Bill No. 2016-376
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Developer Agreement
2) Council Bill No 2016-376

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Joplin Area Habitat for Humanity for 2016 HOME Housing Developer funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's partnership with Joplin Area Habitat for Humanity (JAHFH) to act as owner and developer for the construction of new homes in the Joplin area. This program will provide $132,500.00 in 2016 HOME funds for the construction of approximately two (2) homes that will be sold to low-to-moderate income families.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so JAHFH can continue with new housing construction under the HOME program.

COUNCIL BILL NO. 2016-376 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2016 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and, containing an emergency clause.

WHEREAS, the City of Joplin and the Joplin Area Habitat for Humanity (JAHFH), are desirous of entering into an agreement whereby JAHFH will develop houses for low/moderate income families through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity is entered into that describes the expenditure of 2016 HOME Housing Developer funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services, is hereby authorized and directed to execute is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a _____vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main Street, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate

income families to support the PROGRAM. Specific PROJECT locations shall be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2016
Start construction – Project # 2	Winter 2016
Project Completion Date	Summer 2016
Home Sold/Occupied	Nine months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed (construction completed and home sold/occupied) **within 4 years of the signing of this agreement**. The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($132,500.00)

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation

delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. **Affordability (92.252; 92.254):** The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **(Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs

incurred, including actual expenditures or invoices for work completed.

All expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the budget. The DEVELOPER will follow the regulations set forth for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with these regulations will not be reimbursed by CITY and may be grounds for revocation of funding.

C. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

J. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not

expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18

U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

_____ Date: _____

Sam Anselm
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2016, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $132,500.00 budgeted in the 2016 Action Plan to assist in the development approximately **two (2)** single family homes. Specific project locations will be determined at a later date. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

- Uniform Building Code (ICBO)
- National Building Code (BOCA)
- Standard Building Code (SBCCI)

OR

- Council of American Building Officials one- or two-family code (CABO) OR
- Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

Project close-out

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2016
Start construction – Project # 2	Winter 2016
Project Completion Date	Summer 2017
Home Sold/ Occupied	Within 9 months of Construction Completion

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2016-611 ORDINANCE NO.

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Construction of Taxiway "C & F" (formally B & N) at the Joplin Regional Airport on and emergency basis.

.

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

Section 1. That an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) Grant for the construction of Taxiway "C & F" at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by September 20, 2016.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: COUNCIL BILL NO. 2016-611
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Construction of Taxiway "C & F" (formally B & N) at the Joplin Regional Airport on and emergency basis.

Summary: In early April of 2015 the FAA directed the Airport to develop the projects for Taxiway "C" (B) Relocation and the new Taxiway "F" (N) to run simultaneously. Both projects are considered the highest priority under the new Airport Master Plan. In June 2015 the FAA issued the Joplin Regional Airport a Grant for the engineering design work for both proposed project.

CMT completed the design and the project was bid earlier this year. Based on the bid amount the FAA is now issuing the Grant for the construction and inspection services.

Discussion: The FAA has issued this Airport Improvement Grant (AIP No. 3-29-0037-37) for $5,430,299.00 for the projects. The Grant amount is based on the Federal share of the projected final project cost. The cost for this project will be paid from this Federal Grant based on a 95/5 Federal/Local share. The Local Share will be approximately $285,397.86.

Recommendation: Staff recommends acceptance of the Grant by and between the City of Joplin and FAA for the AIP Grant for the construction of Taxiway "C & F" at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

Airport/Planning Area **Joplin Regional Airport**

AIP Grant Number **3-29-0037-037-2016**

DUNS Number 010649846

TO: **City of Joplin, Missouri**
(herein called the "Sponsor")

FROM: **The United States of America**
(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 27, 2016**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

Construct Taxiway F (From Terminal Ramp to Runway 13 End, Approximately 2,300 Feet By 50 Feet), Construct Taxiway C (Relocation And Re-designation Of Taxiway B From Runway 31 End To Runway 36 End, Approximately 2,000 Feet By 60 Feet), And Rename Taxiways (Phase 2 - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay **Ninety-Five (95%) percent** of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$5,430,299.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning

   $5,430,299.00 for airport development or noise program implementation

   $0 for land acquisition.

2. **Period of Performance**. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 20, 2016**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the

COUNCIL BILL NO. 2016-612 ORDINANCE NO.

AN ORDINANCE Approval of an Agreement by and between the City of Joplin and Capitol Paving and Construction, LLC for the construction of a Taxiway "C & F" at the Joplin Regional Airport on an emergency basis.

.

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

Section 1. That an agreement by and between the City of Joplin and Capitol Paving and Construction, LLC for the construction of a Taxiway "C & F" at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Contract must be accepted by October 1, 2016.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

July 5, 2016

Steve Stockam
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Dear Steve:

Re: ***RECOMMENDATION OF AWARD***
Joplin Regional Airport
Base Bid: Relocation of Taxiway C and Construct New Taxiway F
Additive Alternate: Re-Circuit Runway 18-36
AIP Project No. 3-29-0037-036
CMT Project No. 150920400

We have reviewed the information on the bids received on June 30, 2016 for the above referenced project. Based upon our review of the bid proposals, the lowest responsible bidder is:

Capital Paving & Construction, LLC
PO Box 104960
Jefferson City, MO 65110

Based upon the Tabulation of Bids, the proposal form and the available funding, CMT recommends that the contract for the above referenced project be awarded to Capital Paving & Construction, LLC, in the amount of **$5,445,146.77** for the **Base Bid** and **$104,879.75** for the **Additive Alternate** for a total bid of **$5,550,026.52**.

We are submitting with this letter the Tabulation of Bids and Bid Proposal from Capital Paving & Construction, LLC, along with a copy of their Bid Deposit. Upon the City of Joplin's concurrence, please send these documents along with the enclosed cover letter to the FAA for their formal review.

Once FAA gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 314-571-9080 or by e-mail at tmorris@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to FAA in the event you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Tom Morris, PE
Project Engineer

Enclosures: Cover Letter, Tabulation of Bids, Bid Proposal from Capital Paving & Construction, LLC, Capital Paving & Construction, LLC Bid Bond

JOPLIN REGIONAL AIRPORT
BASE BID:RELOCATION OF TAXIWAY C AND CONSTRUCT NEW TAXIWAY F
ADDITIVE ALTERNATE: RE-CIRCUIT RUNWAY 18-36

BID OPENING: JUNE 30, 2016 - 10:00AM
TABULATION OF BIDS

PREPARED BY: CMT

BASE BID: RELOCATION OF TAXIWAY C, CONSTRUCT NEW TAXIWAY F		UNIT	TOTAL QUANTITY	ENGINEER'S ESTIMATE		CAPITAL PAVING (APAC)		EMERY SAPP & SONS, INC.		D & E PLUMBING AND HEATING, INC.	
ITEM #	DESCRIPTION			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
P-105-3.1	MOBILIZATION - BASE BID	LS	1	$ 200,000.00	$ 200,000.00	$ 415,000.00	$ 415,000.00	$ 414,580.00	$ 414,580.00	$ 999,000.00	$ 999,000.00
P-101-5.1	PAVEMENT REMOVAL - 2.5"-3" HMA ON 4"-7" AGG ON 1.25"-3.25" HMA ON 6"-7" PCC	SY	19,479	$ 10.00	$ 194,790.00	$ 6.11	$ 119,016.69	$ 9.00	$ 175,311.00	$ 27.00	$ 525,933.00
P-101-5.2	PAVEMENT REMOVAL - 9.25"-11.5" HMA	SY	22,151	$ 13.00	$ 287,963.00	$ 8.15	$ 180,530.65	$ 4.50	$ 99,679.50	$ 7.00	$ 155,057.00
P-101-5.3	PAVEMENT REMOVAL - 2.5" HMA ON 6" AGG ON 1.25" HMA ON 5.5"-7" PCC	SY	3,954	$ 20.00	$ 79,080.00	$ 9.68	$ 38,274.72	$ 8.00	$ 31,632.00	$ 27.00	$ 106,758.00
P-101-5.4	PAVEMENT REMOVAL - 6.5" HMA	SY	565	$ 10.00	$ 5,650.00	$ 12.00	$ 6,780.00	$ 17.00	$ 9,605.00	$ 7.00	$ 3,955.00
P-151-4.1	CLEARING AND GRUBBING	AC	3.3	$ 4,000.00	$ 13,200.00	$ 3,840.46	$ 12,673.52	$ 8,000.00	$ 26,400.00	$ 15,000.00	$ 49,500.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	49,593	$ 9.00	$ 446,337.00	$ 9.28	$ 460,223.04	$ 13.00	$ 644,709.00	$ 15.00	$ 743,895.00
P-152-4.2	POND REMOVAL	EA	2	$ 15,000.00	$ 30,000.00	$ 17,547.64	$ 35,095.28	$ 28,000.00	$ 56,000.00	$ 20,000.00	$ 40,000.00
P-154-5.1	SUBBASE COURSE	SY	2,000	$ 15.00	$ 30,000.00	$ 12.46	$ 24,920.00	$ 26.00	$ 52,000.00	$ 15.00	$ 30,000.00
P-156-5.1	INSTALLATION OF SILT FENCE	LF	7,228	$ 3.00	$ 21,684.00	$ 2.75	$ 19,877.00	$ 2.75	$ 19,877.00	$ 3.00	$ 21,684.00
P-156-5.2	INLET PROTECTION	EA	10	$ 120.00	$ 1,200.00	$ 150.00	$ 1,500.00	$ 150.00	$ 1,500.00	$ 150.00	$ 1,500.00
P-156-5.3	EROSION CONTROL BLANKET	SY	6,850	$ 1.50	$ 10,275.00	$ 2.50	$ 17,125.00	$ 2.50	$ 17,125.00	$ 3.00	$ 20,550.00
P-156-5.4	RIPRAP	SY	71	$ 55.00	$ 3,905.00	$ 55.22	$ 3,920.62	$ 26.00	$ 1,846.00	$ 100.00	$ 7,100.00
P-157-8.1	CEMENT KILN DUST TREATED SUBGRADE	SY	33,100	$ 3.00	$ 99,300.00	$ 4.81	$ 159,211.00	$ 5.50	$ 182,050.00	$ 3.50	$ 115,850.00
P-157-8.2	CEMENT KILN DUST	TON	761	$ 90.00	$ 68,490.00	$ 78.65	$ 59,852.65	$ 78.65	$ 59,852.65	$ 80.00	$ 60,880.00
P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	15,222	$ 10.00	$ 152,220.00	$ 11.09	$ 168,811.98	$ 13.50	$ 205,497.00	$ 11.00	$ 167,442.00
P-209-5.2	10" CRUSHED AGGREGATE BASE COURSE	SY	18,000	$ 16.00	$ 288,000.00	$ 17.94	$ 322,920.00	$ 20.00	$ 360,000.00	$ 18.00	$ 324,000.00
P-401-8.1.1	BITUMINOUS SURFACE COURSE	TON	7,543	$ 90.00	$ 678,870.00	$ 111.86	$ 843,759.98	$ 98.00	$ 739,214.00	$ 112.00	$ 844,816.00
P-403-8.1	HMA BASE COURSE	TON	11,268	$ 90.00	$ 1,014,120.00	$ 93.98	$ 1,058,966.64	$ 94.00	$ 1,059,192.00	$ 94.00	$ 1,059,192.00
P-602-5.1	BITUMINOUS PRIME COAT	GAL	32,788	$ 3.00	$ 98,364.00	$ 1.00	$ 32,788.00	$ 1.25	$ 40,985.00	$ 1.00	$ 32,788.00
P-603-5.1	BITUMINOUS TACK COAT	GAL	4,683	$ 3.50	$ 16,390.50	$ 1.00	$ 4,683.00	$ 6.00	$ 28,098.00	$ 1.00	$ 4,683.00
P-620-5.1	WATERBORNE PAINT, WHITE, WITH REFLECTIVE MEDIA	SF	31,404	$ 1.50	$ 47,106.00	$ 1.33	$ 41,767.32	$ 1.42	$ 44,593.68	$ 1.50	$ 47,106.00
P-620-5.2	WATERBORNE PAINT, YELLOW, WITH REFLECTIVE MEDIA	SF	10,155	$ 1.50	$ 15,232.50	$ 1.63	$ 16,552.65	$ 1.42	$ 14,420.10	$ 2.00	$ 20,310.00
P-620-5.3	WATERBORNE PAINT, BLACK, WITHOUT REFLECTIVE MEDIA	SF	35,821	$ 1.50	$ 53,731.50	$ 1.23	$ 44,059.83	$ 1.10	$ 39,403.10	$ 1.50	$ 53,731.50
P-620-5.4	WATERBORNE PAINT, RED, WITH REFLECTIVE MEDIA	SF	1,066	$ 1.50	$ 1,599.00	$ 5.50	$ 5,863.00	$ 1.66	$ 1,769.56	$ 7.00	$ 7,462.00
P-620-5.5	PAVEMENT MARKING REMOVAL	SF	40,590	$ 1.50	$ 60,885.00	$ 1.30	$ 52,767.00	$ 0.60	$ 24,354.00	$ 1.50	$ 60,885.00
D-701-5.1	12" REINFORCED CONCRETE PIPE (CLASS IV)	LF	10	$ 35.00	$ 350.00	$ 147.06	$ 1,470.60	$ 35.00	$ 350.00	$ 100.00	$ 1,000.00
D-701-5.2	15" REINFORCED CONCRETE PIPE (CLASS IV)	LF	346	$ 45.00	$ 15,570.00	$ 64.36	$ 22,268.56	$ 43.50	$ 15,051.00	$ 80.00	$ 27,680.00
D-701-5.3	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	1,243	$ 65.00	$ 80,795.00	$ 72.04	$ 89,545.72	$ 63.00	$ 78,309.00	$ 90.00	$ 111,870.00
D-701-5.4	36" REINFORCED CONCRETE PIPE (CLASS IV)	LF	639	$ 85.00	$ 54,315.00	$ 100.77	$ 64,392.03	$ 103.00	$ 65,817.00	$ 140.00	$ 89,460.00
D-701-5.5	12" REINFORCED CONCRETE PIPE (CLASS IV) FLARED END SECTION	EA	1	$ 750.00	$ 750.00	$ 1,187.85	$ 1,187.85	$ 380.00	$ 380.00	$ 1,000.00	$ 1,000.00
D-701-5.6	24" REINFORCED CONCRETE PIPE (CLASS IV) FLARED END SECTION	EA	6	$ 1,000.00	$ 6,000.00	$ 812.65	$ 4,875.90	$ 715.00	$ 4,290.00	$ 2,000.00	$ 12,000.00
D-701-5.7	36" REINFORCED CONCRETE PIPE (CLASS IV) FLARED END SECTION	EA	1	$ 1,250.00	$ 1,250.00	$ 2,294.26	$ 2,294.26	$ 1,165.00	$ 1,165.00	$ 3,000.00	$ 3,000.00
D-701-5.8	REMOVE EXISTING RCP	LF	300	$ 20.00	$ 6,000.00	$ 27.61	$ 8,283.00	$ 15.00	$ 4,500.00	$ 40.00	$ 12,000.00
D-701-5.9	REMOVE EXISTING CMP	LF	598	$ 15.00	$ 8,970.00	$ 27.70	$ 16,564.60	$ 16.00	$ 9,568.00	$ 30.00	$ 17,940.00
D-705-5.1	6" PERFORATED PIPE FOR UNDERDRAINS	LF	8,995	$ 25.00	$ 224,875.00	$ 16.38	$ 147,338.10	$ 18.95	$ 170,455.25	$ 12.00	$ 107,940.00
D-705-5.2	6" NON-PERFORATED PIPE FOR UNDERDRAINS	LF	159	$ 30.00	$ 4,770.00	$ 26.32	$ 4,184.88	$ 15.00	$ 2,385.00	$ 15.00	$ 2,385.00
D-751-5.1	CLEANOUTS	EA	16	$ 2,000.00	$ 32,000.00	$ 368.81	$ 5,900.96	$ 885.00	$ 14,160.00	$ 1,000.00	$ 16,000.00
D-751-5.2	COLLECTION STRUCTURES	EA	13	$ 2,500.00	$ 32,500.00	$ 614.68	$ 7,990.84	$ 975.00	$ 12,675.00	$ 1,500.00	$ 19,500.00
D-751-5.3	NEW INLET	EA	10	$ 7,500.00	$ 75,000.00	$ 6,702.59	$ 67,025.90	$ 4,824.80	$ 48,248.00	$ 5,000.00	$ 50,000.00
D-751-5.4	REMOVE EXISTING INLET	EA	3	$ 2,000.00	$ 6,000.00	$ 2,760.57	$ 8,281.71	$ 755.00	$ 2,265.00	$ 2,000.00	$ 6,000.00
D-751-5.5	60" MANHOLE	EA	1	$ 7,500.00	$ 7,500.00	$ 7,527.21	$ 7,527.21	$ 6,655.00	$ 6,655.00	$ 5,000.00	$ 5,000.00
T-901-5.1	AIRPORT SEEDING	AC	24	$ 1,000.00	$ 24,000.00	$ 1,350.00	$ 32,400.00	$ 1,350.00	$ 32,400.00	$ 1,500.00	$ 36,000.00
T-904-5.1	AIRPORT SODDING	SY	4,050	$ 15.00	$ 60,750.00	$ 5.00	$ 20,250.00	$ 5.00	$ 20,250.00	$ 6.00	$ 24,300.00
T-905-5.1	TOPSOILING (4" THICKNESS)	SY	49,604	$ 2.85	$ 141,371.40	$ 1.57	$ 77,878.28	$ 2.00	$ 99,208.00	$ 3.00	$ 148,812.00
T-908-5.1	AIRPORT MULCHING	AC	24	$ 1,000.00	$ 24,000.00	$ 1,350.00	$ 32,400.00	$ 1,350.00	$ 32,400.00	$ 1,500.00	$ 36,000.00
L-108-5.1	UNDERGROUND CABLE, 1/C, #8, 5000V, L-824, TYPE C IN UNIT DUCT	LF	17,295	$ 2.80	$ 48,426.00	$ 4.50	$ 77,827.50	$ 4.50	$ 77,827.50	$ 5.00	$ 86,475.00
L-108-5.2	UNDERGROUND CABLE, TWO #6 USE, ONE #10 GROUND	LF	11,781	$ 6.50	$ 76,576.50	$ 6.65	$ 78,343.65	$ 6.65	$ 78,343.65	$ 7.00	$ 82,467.00
L-108-5.3	1/C #6 BARE COPPER GUARD WIRE (COUNTERPOISE)	LF	8,965	$ 2.00	$ 17,930.00	$ 1.60	$ 14,344.00	$ 1.60	$ 14,344.00	$ 1.00	$ 8,965.00
L-108-5.4	GROUND ROD - 3/4"x10'	EA	26	$ 300.00	$ 7,800.00	$ 72.00	$ 1,872.00	$ 72.00	$ 1,872.00	$ 100.00	$ 2,600.00
L-109-5.1	MODIFICATIONS TO EXISTING AIRFIELD LIGHTING	LS	1	$ 5,000.00	$ 5,000.00	$ 2,570.00	$ 2,570.00	$ 2,570.00	$ 2,570.00	$ 3,000.00	$ 3,000.00
L-110-5.1	4-4" PVC ELECTRICAL DUCT - CONCRETE ENCASED	LF	366	$ 50.00	$ 18,300.00	$ 38.50	$ 14,091.00	$ 38.50	$ 14,091.00	$ 40.00	$ 14,640.00
L-110-5.2	SPLIT DUCT INSTALLATION	LF	1,264	$ 60.00	$ 75,840.00	$ 23.50	$ 29,704.00	$ 23.50	$ 29,704.00	$ 24.00	$ 30,336.00
L-110-5.3	DIRECTIONAL BORE 2" HDPE	LF	672	$ 35.00	$ 23,520.00	$ 17.00	$ 11,424.00	$ 17.00	$ 11,424.00	$ 17.00	$ 11,424.00
L-125-5.1	REMOVE EXISTING SIGN AND BASE	EA	21	$ 4,500.00	$ 94,500.00	$ 160.00	$ 3,360.00	$ 160.00	$ 3,360.00	$ 160.00	$ 3,360.00
L-125-5.2	REMOVE EXISTING LIGHT	EA	65	$ 125.00	$ 8,125.00	$ 36.50	$ 2,372.50	$ 36.50	$ 2,372.50	$ 40.00	$ 2,600.00
L-125-5.3	NEW L-861T BASE MOUNTED RUNWAY EDGE LIGHT IN TURF SHOULDER	EA	1	$ 2,100.00	$ 2,100.00	$ 840.00	$ 840.00	$ 840.00	$ 840.00	$ 900.00	$ 900.00
L-125-5.4	NEW L-861T(L) BASE MOUNTED LED TAXIWAY EDGE LIGHT IN TURF SHOULDER	EA	33	$ 2,100.00	$ 69,300.00	$ 695.00	$ 22,935.00	$ 695.00	$ 22,935.00	$ 700.00	$ 23,100.00
L-125-5.5	NEW L-861T(L) STAKE MOUNTED LED TAXIWAY EDGE LIGHT IN TURF SHOULDER	EA	126	$ 1,250.00	$ 157,500.00	$ 520.00	$ 65,520.00	$ 520.00	$ 65,520.00	$ 520.00	$ 65,520.00
L-125-5.6	NEW L-804(L) LED ELEVATED RUNWAY GUARD LIGHT	EA	14	$ 2,600.00	$ 36,400.00	$ 3,465.00	$ 48,510.00	$ 3,465.00	$ 48,510.00	$ 3,500.00	$ 49,000.00
L-125-5.7	NEW L-858(L) LED AIRFIELD GUIDANCE SIGN	EA	12	$ 7,500.00	$ 90,000.00	$ 4,105.00	$ 49,260.00	$ 4,105.00	$ 49,260.00	$ 4,000.00	$ 48,000.00
L-125-5.8	NEW L-858(L) LED AIRFIELD HOLD SIGN	EA	6	$ 7,500.00	$ 45,000.00	$ 4,000.00	$ 24,000.00	$ 4,000.00	$ 24,000.00	$ 4,000.00	$ 24,000.00
L-125-5.9	REPLACE EXISTING SIGN PANEL	EA	21	$ 1,750.00	$ 36,750.00	$ 73.00	$ 1,533.00	$ 73.00	$ 1,533.00	$ 70.00	$ 1,470.00
L-125-5.10	RELOCATE EXISTING SIGN PANEL	EA	6	$ 250.00	$ 1,500.00	$ 145.00	$ 870.00	$ 145.00	$ 870.00	$ 150.00	$ 900.00
L-125-5.11	INSTALL EXISTING SIGN HOUSING UNIT	EA	1	$ 2,000.00	$ 2,000.00	$ 1,945.00	$ 1,945.00	$ 1,945.00	$ 1,945.00	$ 2,000.00	$ 2,000.00
L-125-5.12	LED RETROFIT OF EXISTING RUNWAY HOLD SIGN	EA	3	$ 4,000.00	$ 12,000.00	$ 110.00	$ 330.00	$ 110.00	$ 330.00	$ 100.00	$ 300.00
SP-1-7.1	GEOTEXTILE FABRIC	SY	2,000	$ 7.00	$ 14,000.00	$ 4.37	$ 8,740.00	$ 3.00	$ 6,000.00	$ 5.00	$ 10,000.00
SP-2-5.1	TEMPORARY DISPLACED THRESHOLD	LS	1	$ 20,000.00	$ 20,000.00	$ 34,085.00	$ 34,085.00	$ 34,085.00	$ 34,085.00	$ 37,000.00	$ 37,000.00
SP-3-5.1	TRICKLE CHANNEL	SY	871	$ 12.00	$ 10,452.00	$ 24.65	$ 21,470.15	$ 27.00	$ 23,517.00	$ 65.00	$ 56,615.00
SP-4-5.1	TRANSVERSE CRACK REPAIR	SY	3,375	$ 25.00	$ 84,375.00	$ 46.24	$ 156,060.00	$ 67.00	$ 226,125.00	$ 50.00	$ 168,750.00
SP-5-6.1	SAND MIX CRACK REPAIR	LF	3,000	$ 15.00	$ 45,000.00	$ 1.38	$ 4,140.00	$ 9.90	$ 29,700.00	$ 10.00	$ 30,000.00
				BASE BID TOTAL=	$ 5,727,553.40	**TOTAL=**	**$ 5,445,146.77**	**TOTAL=**	**$ 5,741,303.49**	**TOTAL=**	**$ 6,995,386.50**

ADDITIVE ALTERNATE: RE-CIRCUIT RUNWAY 18-36

P-105-3.2	MOBILIZATION - ADDITVE ALTERNATE	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 14,677.00	$ 14,677.00	$ 20,000.00	$ 20,000.00
L-108-5.1A	UNDERGROUND CABLE, 1/C, #8, 5000V, L-824, TYPE C IN UNIT DUCT	LF	15,010	$ 2.80	$ 42,028.00	$ 4.50	$ 67,545.00	$ 4.50	$ 67,545.00	$ 5.00	$ 75,050.00
L-108-5.3a	1/C #6 BARE COPPER GUARD WIRE (COUNTERPOISE)	LF	13,091	$ 2.00	$ 26,182.00	$ 2.25	$ 29,454.75	$ 2.25	$ 29,454.75	$ 2.00	$ 26,182.00
L-108-5.4A	GROUND ROD - 3/4"x10'	EA	40	$ 300.00	$ 12,000.00	$ 72.00	$ 2,880.00	$ 72.00	$ 2,880.00	$ 100.00	$ 4,000.00
				ADDITIVE ALTERNATE TOTAL=	$ 90,210.00	**TOTAL=**	**$ 104,879.75**	**TOTAL=**	**$ 114,556.75**	**TOTAL=**	**$ 125,232.00**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs herein are based upon the information known to the Engineer at the time the estimate was prepared and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinion of probable costs.

I hereby certify that the bid tabulation herein was prepared by me or under my direct supervision. The individual contractor Unit Bid Prices and Bid Amounts are the actual prices and amounts placed on the Proposal Form.

By:_____
Thomas W. Morris, P.E. - Crawford, Murphy & Tilly, Inc.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: COUNCIL BILL NO. 2016-612
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Approval of an Agreement by and between the City of Joplin and Capitol Paving and Construction, LLC for the construction of a Taxiway "C & F" at the Joplin Regional Airport on an emergency basis.

Background: In early April of 2015 the FAA directed the Airport to develop the projects for Taxiway "C" (B) Relocation and the new Taxiway "F" (N) to run simultaneously. Both projects are considered the highest priority under the new Airport Master Plan. In June 2015 the FAA issued the Joplin Regional Airport a Grant for the engineering design work for both proposed project.

The engineering firm of CMT was selected to design the project and Council approved that contract in June of 2015. CMT then designed and bid the project on May 1, 2015. Capitol Paving and Construction was the low bidder on the project. CMT reviewed the bids and recommended award of the contract Capitol Paving. FAA concurred.

Discussion: The FAA has issued a Grant for the project and all the cost for this construction agreement will be paid from the Grant based on a 95/5 Federal/Local share. This contract amount is $5,550,026.52. The Local Share will be approximately $265,535.25 to be paid from the Airport fund.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and Capitol Paving and Construction for the construction of Taxiway "C & F" at the Joplin Regional Airport on a emergency basis to meet the construction timeline.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: COUNCIL BILL NO. 2016-613
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: Approval of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the construction of Taxiways "C & F" at the Joplin Regional Airport on an emergency basis.

Summary: On June 15, 2015 the Council approval an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" (now C & F) at the Joplin Regional Airport on and emergency basis. CMT has designed and developed the bid package for the project.

This agreement is an amendment to the original design contract and will include construction observation, contract administration, closeout services, and Airport Diagram updates. Grant funded projects do not allow us to operate on estimates and we could not know what the scope of the observation services were until the project had been designed and approved by FAA.

Discussion: The FAA has issued a Grant for the project and all the cost for this agreement will be paid from the Grant based on a 95/5 State/Local share. This original contract involved the designing and bidding of both taxiway projects for the fee of $486,176 with this amendment adding and additional $444,735. The Local Share for the amendment will be approximately $22,236.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and CMT for the construction observation services for the Taxiway C & F construction at the Joplin Regional Airport on an emergency basis to meet the construction timeline.

COUNCIL BILL NO. 2016-613 ORDINANCE NO.

AN ORDINANCE An Approval of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the construction of Taxiways "C & F" at the Joplin Regional Airport on an emergency basis.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the construction of Taxiways "C & F" at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Contract must be accepted by October 1, 2016 to match the Construction Contract.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Airport Name:	Joplin Regional Airport
Project No.:	AIP-3-29-0037-036
County:	Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Joplin, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on , to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section 17 of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9 of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee payable included in Section 9 of the Original Agreement shall remain the same as in the original agreement.

(D) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **$28,610.90** for a total not to exceed amount of **$444,735.50.**

(E) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days after final acceptance. The projected completion date shown on Exhibit VI is now revised to 120 days after final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algier Martin and Associates	P.O. Box 2627 Joplin, MO 64803-2627	Resident Engineer
Palmerton and Parrish	3500 East 13th Street Joplin, MO 64801	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT	SPONSOR
By_____	By_____
Title_____	Title_____
ATTEST:	ATTEST:
By_____	By_____
Title_____	Title_____
Approved as to Form:	Approved as to Form:
By_____	By_____
Title_____	Title_____

EXHIBIT II - SA1

SCOPE OF SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.

   b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.

   c. Provide a sealed, signed and dated copy of the Construction Observation Program (COP) prior to the pre-construction conference.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.

   b. Review shop drawings and material certification submittals as provided by the Contractor.

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

   g. Attend and conduct a final review of the Project with the Sponsor, FAA, and the Contractor

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

   b. Prepare and submit to the Sponsor and FAA a Final Testing Report as required by the COP.

   c. Prepare and submit to the Sponsor an updated **Airport Layout Drawing (ALD)** showing as-built conditions. The sponsor will approve and sign as necessary and forward four (4) full size copies to FAA for approval. FAA

will distribute the copies as one (1) to the Sponsor, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both FAA and the City in .pdf format, with CADD files submitted to the City.

d. Provide FAA with all closeout documents as required for project final acceptance.

e. Provide an AGIS compliant post-construction survey of safety critical elements in accordance with FAA AC 150/5300-16A, 17C, and 18B and submit for approval to the FAA AGIS website. This scope item shall not include re-acquisition of obstruction data including aerial imagery.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

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EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT

Base Bid: Relocation of Taxiway C and Construct New Taxiway F; Additive Alternate: Re-Circuit Runway 18-36

CONSTRUCTION PHASE SERVICES

June 21, 2016

Basic Services	Fixed Fee	Maximum NTE	Hours
Construction Phase	$24,612.94	$411,509.30	1,546

Special Services	Fixed Fee	Maximum NTE	Hours
AGIS Post-Construction Survey	$3,997.96	$33,226.20	296

Total	**$28,610.90**	**$444,735.50**	**1,842**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

Base Bid: Relocation of Taxiway C and Construct New Taxiway F; Additive Alternate: Re-Circuit Runway 18-36

CONSTRUCTION PHASE SERVICES

June 21, 2016

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR (2016 rates)	COST ($)
Principal	0	$75.62	$0.00
Senior Project Engineer	310	59.98	$18,593.80
Project Manager	0	45.93	$0.00
Senior Engineer	1228	35.55	$43,655.40
Engineer	0	28.25	$0.00
Senior Planner	0	35.08	$0.00
Planner	0	23.38	$0.00
Registered Land Surveyor	0	41.60	$0.00
Senior Technician	8	33.97	$271.76
Technician II	0	24.29	$0.00
Clerk/Secretary	0	21.51	$0.00
	1,546		

Total Direct Salary Costs = $62,520.96

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 162.45 % = $101,565.30

3 SUBTOTAL:

Items 1 and 2 = $164,086.26

4 PROFIT:

15 % of Item 3 Subtotal = $24,612.94 Lump Sum

Subtotal $188,699.20

5 OUT-OF-POCKET EXPENSES:

a. Mileage	14500	Miles @	$0.54	/ Mile =	$7,830.00
c. Meals	70	Days @	$32.00	/ Day =	$2,240.00
d. Motel	60	Nights @	$112.00	/ Night =	$6,720.00
c. Printing and Shipping				=	$1,000.00

Total Out-of-Pocket Expenses = $17,790.00 Not to Exceed

6 SUBCONTRACT COSTS:

a. Allgeier, Martin and Associates, Inc. = $166,891.35
b. Palmerton and Parrish = $38,128.75

= $205,020.10

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $411,509.30 Not to Exceed

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

Base Bid: Relocation of Taxiway C and Construct New Taxiway F; Additive Alternate: Re-Circuit Runway 18-36

AGIS POST CONSTRUCTION SURVEY
June 21, 2016

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR (2016 rates)	COST ($)
Principal	0	$75.62	$0.00
Senior Project Engineer	0	59.98	$0.00
Project Manager	10	45.93	$459.30
Senior Engineer	0	35.55	$0.00
Engineer	0	28.25	$0.00
Senior Planner	76	35.08	$2,666.08
Planner	40	23.38	$935.20
Registered Land Surveyor	80	41.60	$3,328.00
Senior Technician	60	33.97	$2,038.20
Technician II	30	24.29	$728.70
Clerk/Secretary	0	21.51	$0.00
	296		

Total Direct Salary Costs = $10,155.48

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 162.45 % = $16,497.58

3 SUBTOTAL:

Items 1 and 2 = $26,653.06

4 PROFIT:

15 % of Item 3 Subtotal = $3,997.96 Lump Sum

Subtotal $30,651.02

5 OUT-OF-POCKET EXPENSES:

a. Mileage	772	Miles @	$0.54	/ Mile =	$416.88
b. Meals	5	Days @	$32.00	/ Day =	$160.00
c. Motel	5	Nights @	$112.00	/ Night =	$560.00
d. Survey Equipment - T.S.	5	Days @	$100.00	/ Day =	$500.00
e. Survey Equipment - GPS	2	Days @	$250.00	/ Day =	$500.00
f. Printing and Shipping				=	$438.30

Total Out-of-Pocket Expenses = $2,575.18 Not to Exceed

6 SUBCONTRACT COSTS:

= $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $33,226.20 Not to Exceed

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
Base Bid: Relocation of Taxiway C and Construct New Taxiway F; Additive Alternate: Re-Circuit Runway 18-36
June 21, 2016

Classification: Gross Hourly Rate:		Principal $228.23	Senior Project Engineer $181.03	Project Manager $138.62	Senior Engineer $107.30	Engineer $85.26	Senior Planner $105.88	Planner $70.56	Registered Land Surveyor $125.56	Senior Technician $102.53	Technician $73.31	Clerk/ Secretary $64.92	Other Costs
A. BASIC SERVICES													
1. Relocation of Taxiway B:													
Project Management (status reports, project coordination, invoicing)			40		80								
Develop Construction Observation Plan			2		10								
Attend and Conduct Pre-Construction Meeting			12		12								
Post Winter shutdown meeting			12		12								
Shop Drawing Review			20		80								
Answer Questions from Field			48		60								
Change Orders/Field Changes			24		60								
Pay Requests			8		40								
Supplimental Field Inspection at phase shifts (3 each @ 3 days each)					120								
Supplimental Field Inspection (60 day phase 3 @ 50 hrs/wk)					450								
Field Visits/Site Inspections, including pre & post winter shutdown			132		132								
Attend Final Inspection			12		12								
Project Closeout Documentation					120								
Record Drawings					40					8			
Total hours =	1,546	0	310	0	1228	0	0	0	0	8	0	0	(1, 2, 3, 4, 5)
Total =	$411,509.30	$0.00	$56,119.34	$0.00	$131,759.64	$0.00	$0.00	$0.00	$0.00	$820.22	$0.00	$0.00	$222,810.10
PART A SUBTOTAL =		**$411,509.30**											
B. SPECIAL SERVICES													
1. Aeronautical Surveys for Approach Procedure Development:													
Establish project file							4						
Project Reporting				4			24	20					
Survey							24	16	80	60	30		
Instrument approach development				6			24	4					
Total hours =	296	0	0	10	0	0	76	40	80	60	30	0	(1, 2, 3, 4, 5)
Total =	$33,226.20	$0.00	$0.00	$1,386.25	$0.00	$0.00	$8,046.70	$2,822.60	$10,044.49	$6,151.64	$2,199.34	$0.00	$2,575.18
PART B SUBTOTAL =		**$33,226.20**											
GRAND TOTAL =		**$444,735.50**											

ATTACHMENT B
RELOCATION OF TAXIWAY B
CONSTRUCT NEW TAXIWAY N
RE-CIRCUIT RUNWAY 18-36
ESTIMATE OF COST

CONSTRUCTION PHASE	HOURS	RATE	EXTENDED COST
Construction Phase			
Inspector III	1450	$30.11	$43,659.50
Inspector III	600	$30.76	$18,456.00
Subtotals	**2050**		**$62,115.50**
Labor Overhead, Est. @		76.7343%	**$47,663.89**
Gen. & Admin. Overhead, Est. @		54.2592%	**$33,703.37**
Total Labor and Overhead			**$143,482.77**
Fixed Fee			**$20,087.59**
Total Labor, Overhead & Fixed Fee			**$163,570.35**
Other Direct Costs			
Travel @ $0.54/Mi.	6150	$ 0.54 per mile	$3,321.00
Subtotal Direct Costs			**$3,321.00**
CONTRACT CEILING FOR CONSTRUCTION PHASE			**$166,891.35**

Contract Time	145	Calendar Days
	21	Weeks
	145	Working Days (incl Sat. & Sun.)

Contract Time	60	Calendar Days
	9	Weeks
	60	Working Days (incl Sat. & Sun.)

WorkSheet		**Hours/Wk**	**Total Hours**
Inspector III	Copley	70	1450
Inspector III	Emmert	70	600

30 Miles/Trip

		Trips	**Miles**
Miles		205	6150

PALMERTON & PARRISH, INC.

Projected Costs for QA Testing

CLIENT : Crawford Murphy & Tilly, Inc.

PROJECT : Relocation of Taxiway C & Construct New Taxiway F

LOCATION: Joplin Regional Airport - Joplin, Missouri

DATE : June 9, 2016

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	Clerical & Management / Review				
1	Engineer Review & Attend Pre-Con Meeting	$140.00	/hr.	16.00	$2,240.00
2	Clerical	$56.00	/hr.	8.00	$448.00
3	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Clerical & Management / Review				**$2,822.00**
	Section P-152-4.1 Unclassified Excavation (36,805 cubic yards)				
1	Field Tech w/ Travel for Density Testing (10 days x 6 hrs/day)	$60.00	/hr.	60.00	$3,600.00
2	Field Density Tests (1 test per 500 cy)	$10.75	/ea.	74.00	$795.50
3	Atterberg Limits & Gradation	$179.75	/ea.	2.00	$359.50
4	Modified Proctor	$265.00	/ea.	2.00	$530.00
5	Mileage	$0.67	/mi.	150.00	$100.50
	Subtotal; Unclassified Excavation				**$5,385.50**
	Section P-158-8.1 CKD Treated Subgrade (33,100 sq. yds.)				
1	Field Tech w/ Travel for Density Testing (5 days x 6 hrs/day)	$60.00	/hr.	30.00	$1,800.00
2	Field Density Tests (1 test per 1000 sy)	$10.75	/ea.	33.00	$354.75
3	Atterberg Limits	$82.50	/ea.	1.00	$82.50
4	Modified Proctor	$265.00	/ea.	1.00	$265.00
5	Mileage	$0.67	/mi.	100.00	$67.00
	Subtotal; CKD Treated Subgrade				**$2,569.25**
	Section P-209-5.1 & 5.2 Crushed Aggregate Base Course (33,222 sq. yds.)				
1	Field Tech w/ Travel for Density Testing (15 days x 4 hrs/day)	$60.00	/hr.	60.00	$3,600.00
2	Field Density Tests	$10.75	/ea.	30.00	$322.50
3	Atterberg Limits	$82.50	/ea.	1.00	$82.50
4	Gradation	$97.25	/ea.	1.00	$97.25
5	Modified Proctor	$265.00	/ea.	1.00	$265.00
6	Mileage	$0.67	/mi.	300.00	$201.00
	Subtotal; Crushed Aggregate Base Course				**$4,568.25**
	Section P-401-8.1.1 Asphalt Surface Course (7,543 tons)				
1	Field Tech to Perform Asphalt Sampling (4 days x 6 hrs/day)	$60.00	/hr.	24.00	$1,440.00
2	Hot Mix Asphalt Testing (4 lots x 4 sublots per lot)	$480.00	/ea.	16.00	$7,680.00
3	Field Tech to Perform Mat Density Cores	$60.00	/hr.	8.00	$480.00
4	Field Tech to Perfrom Joint Density Cores	$60.00	/hr.	8.00	$480.00
5	Core Drill	$150.00	/day	1.00	$150.00
6	Generator	$154.50	/day	1.00	$154.50
7	Asphalt Core Per Inch	$4.25	/in.	48.00	$204.00
8	Core Density	$38.00	/ea.	16.00	$608.00
9	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Asphalt Surface Course				**$11,330.50**
	Section P-403-8.1 Asphalt Base Course (11,268 tons):				
1	Field Tech to Perform Asphalt Sampling (6 days x 6 hrs/day)	$60.00	/hr.	36.00	$2,160.00
2	Hot Mix Asphalt Testing (6 lots x 4 sublots per lot)	$480.00	/ea.	24.00	$11,520.00
3	Field Tech to Perform Mat Density Cores	$60.00	/hr.	8.00	$480.00
4	Field Tech to Perfrom Joint Density Cores	$60.00	/hr.	8.00	$480.00
5	Core Drill	$150.00	/day	1.00	$150.00
6	Generator	$154.50	/day	1.00	$154.50
7	Asphalt Core Per Inch	$4.25	/in.	48.00	$204.00
8	Core Density	$38.00	/ea.	24.00	$912.00
9	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Asphalt Base Course				**$16,194.50**
	TOTAL ESTIMATED COST				**$34,662.50**
	TOTAL ESTIMATED COST w/ 10% CONTINGENCY				**$38,128.75**

CCO Form: AC02
Approved: 08/09 (AMB)
Revised: 03/15 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 176-090A-1

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated April 4, 2016, and specifically described as follows:

Air Service Promotion;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Seventy Thousand Dollars ($70,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Seven Thousand Seven Hundred Seventy-Eight Dollars ($7,778). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from July 1, 2016 to June 30, 2017. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (7)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this

Agreement.

(9) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

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

(12) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(15) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(16) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(17) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(18) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(19) INDEMNIFICATION:

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

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

(20) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

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

(23) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(25) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(26) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(27) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

Item: COUNCIL BILL NO. 2016-614
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: Approval of Air Service Grant by and between the City of Joplin and Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport.

Summary: This Grant Agreement is entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission has agreed to award funds with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant will provide advertising funds for existing\new service route with American Airlines. The funds will be used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas.

Discussion: The total project cost is Seventy-Seven Thousand Seven Hundred Seventy-Eight Dollars. The amount of the grant award to be reimbursed to the City is Seventy Thousand Dollars ($70,000). The amount of local matching funds, and/or other resources, to be furnished by the City of Joplin is Seven Thousand Seven Hundred Seventy-Eight Dollars ($7,778). This Airport Aid Agreement will be used to promote American Airline service at the Joplin Regional Airport. This is a reimbursable agreement. Funds expended under this agreement are reimbursed at Ninety percent (90%) with the remaining Ten percent (10%) coming from the currently budgeted funds in the Airports promotional account.

Staff requests approval of the state's Air Service Grant.

COUNCIL BILL NO. 2016-614 ORDINANCE NO.

AN ORDINANCE Authorization to accept an Air Service Grant by and between the City of Joplin and Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 4. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by the first of October.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2016, between the **City of Joplin** ("Licensor") and **TwelveOne Race Management, a Missouri Limited Liability Company, and Douglas ("Tom") W. Rogers and Valerie D. Rogers, individually** ("Licensees").

WHEREAS, Licensor owns the intellectual property of the Mother Road Marathon®.

WHEREAS, Licensees wishes to license Licensor's Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the conditions under which Licensees is authorized to use Licensor's Mother Road Marathon® intellectual property for the purpose of hosting and promoting the Marathon in 2017. This Agreement does not permit the Licensees to use the Mother Road Marathon® intellectual property for any purpose other than the purpose of hosting and promoting the Marathon in 2017.

2. Term of Agreement. This Agreement shall be effective once it is fully executed by each party and shall terminate on December 31, 2017, unless the Agreement is terminated or modified pursuant to this Agreement.

3. Mother Road Marathon® Intellectual Property. Subject to the terms, covenants and conditions contained herein, Licensor grants to Licensees the right to use the Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017. Specifically, Licensees shall be allowed to use the intellectual property for marketing and related uses for the purpose of hosting the Marathon in 2017. In no circumstances will Licensees obtain an interest of any kind in the intellectual property. Intellectual property includes, but is not limited to, the Mother Road Marathon® name, logo, designs, images, websites, social media accounts, participant and sponsor lists, and all other related information whatsoever, regardless of whether copyrighted or trademarked.

4. Use of Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for any costs related to the use of the Mother Road Marathon® intellectual property for marketing and related uses for the purpose of hosting the Marathon in 2017. If, at Licensor's sole discretion, Licensor desires that Licensees discontinue the use of the intellectual property for any reason, Licensor shall contact Licensees and Licensees shall discontinue use immediately. The intellectual property shall remain the property of Licensor at all times.

5. Maintenance of Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for maintaining the Mother Road Marathon® Intellectual Property. Licensees shall be responsible, solely, for all costs and fees necessary to keep the

intellectual property active and in good standing, including registration of the trademark with the United States Trademark and Patent Office.

6. Costs and Payment. Licensees agrees to pay to Licensor **ONE and 00/100 DOLLARS ($1.00)** per year in exchange for the right to utilize the Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017.

7. First Right of Refusal. During the term of this Agreement, before Licensor may sell the Mother Road Marathon® intellectual property to a third-party, Licensor will first offer the property to Licensees on the same terms and conditions as are offered by the third party. Licensees will have thirty (30) days during which to accept said offer. If Licensees do not accept said offer within said period, Licensor shall be free to accept the third-party offer.

8. Non-assignment. Licensees's interest herein shall not be assigned, transferred, or granted to any other party.

9. Alterations. Licensees shall not alter, improve, or in any way change or modify the Mother Road Marathon® intellectual property without approval by Licensor. Any alterations shall not create an ownership interest in Licensees or any third party.

10. Notices. Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor:	City of Joplin
	602 S. Main St.
	Joplin, MO 64801
	Attention: Samuel L. Anselm
with a copy to:	City Attorney's Office
	602 S. Main St.
	Joplin MO 64801
	Attention: Peter C. Edwards
If to Licensees:	TwelveOne Race Management
	LLC 3510 E. 3rd St.
	Joplin, MO 64801
	Attention: Douglas ("Tom") W. and Valerie D. Rogers

11. Termination.

a. Without Cause. Either party may terminate this agreement at any time, without cause, by providing the other party at least ninety (90) days prior written notice.

b. With Cause. This Agreement will terminate immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching party of written notice of such breach.

c. If City elects to terminate, Licensees must immediately surrender everything in Licensees' control or possession related to the Mother Road Marathon®, including all Mother Road Marathon® intellectual property as described in this Agreement.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

14. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should Licensor be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

15. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

18. Counterparts. This Agreement may be executed in any number of counterparts, electronic, facsimile, or otherwise, each when taken together shall constitute one document.

[Remainder of page intentionally left blank. Signature page follows.]

Licensor and Licensees have executed this Agreement as of the date identified above.

"LICENSOR"
City of Joplin

_____
Samuel L. Anselm

City Manager
"LICENSEES"
TwelveOne Race Management

_____
By: Douglas ("Tom") W. Rogers
Its: Member

_____
By: Valerie D. Rogers
Its: Member

_____
Douglas ("Tom") W. Rogers, individually

_____
Valerie D. Rogers, individually

COUNCIL BILL NO. 2016-610 ORDINANCE NO.

AN ORDINANCE approving the License Agreement between the City of Joplin and TwelveOne Race Management, a Missouri Limited Liability Company, and Douglas ("Tom") W. Rogers and Valerie D. Rogers, individually; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, Licensor owns the intellectual property of the Mother Road Marathon®.

WHEREAS, Licensees wishes to license Licensor's Mother Road Marathon® intellectual property for the purpose of hosting the Marathon in 2017.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and TwelveOne Race Management, a Missouri Limited Liability Company, and Douglas ("Tom") W. Rogers and Valerie D. Rogers, individually, licensing the intellectual property of the Mother Road Marathon for the purpose of hosting the Marathon in 2017, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

Requested Council Meeting Date: September 19, 2016

ITEM: Council Bill No. 2016-610. This Council Bill approves the license agreement between the City of Joplin and TwelveOne Race Management, licensing the intellectual property of the Mother Road Marathon for the purpose of hosting the Marathon in 2017.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: License Agreement

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:

INTRODUCTION:

This License Agreement sets forth the conditions under which TwelveOne Race Management is allowed to use the Mother Road Marathon® intellectual property, for the purpose of hosting and promoting the Marathon in 2017.

SUMMARY:

TwelveOne Race Management brings the skills and distance running client data-based necessary for the Mother Road Marathon to become a signature event for the region, as it was envisioned. The agreement to use Intellectual Property includes in part, the city-owned registered name, logo, designs, images, and social media accounts.

The Joplin Convention & Visitors Bureau (JCVB) will have a marketing partnership role alongside TwelveOne Race Management, as well as representation with the other six Route 66 host communities.

RECOMMENDATION:

The JCVB Staff recommends the Joplin City Council approval this License Agreement for the 2017 race year.

ATTACHMENTS:

City of Joplin License Agreement.