JOPLIN CITY COUNCIL
REGULAR MEETING
6:00 P.M.
MONDAY, SEPTEMBER 21, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45

AGENDA

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing Bill Hunt On His Retirement As Director Of Creative Services With KGCS-TV At Missouri Southern State University.

   2. Proclamation Recognizing September As Southwest Missouri Job Center Month.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Quarterly Economic Development Update From Chamber President Toby Teeter.

6. **Citizen Requests And Petitions**

   1. Doug Hunt Would Like To Provide An Update On The Spirit Tree Project.

   2. Krissie Walsh, Joplin, Would Like To Speak About Getting The Mask Ordinance Back.

   3. Tom Robertson, Joplin, Wants To Speak On Pension And Pay Increase.

   4. Mike Pier, Joplin, Would Like To Speak On An Item In The Upcoming Budget.

   5. Jerrod Hogan, Joplin, Would Like To Speak In Support Of JACC Economic Development.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The September 8, 2020 Joplin City Council Meeting.

      Documents:

      CC MINS. SEPT. 8, 2020.PDF

2. Minutes Of The September 14, 2020 Special City Council Meeting.

Documents:

MINS.SP. MTG. SEPT 14, ,2020 FAA GRANT.PDF

3. COUNCIL BILL NO. 2020-270

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E 7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-270.PDF

4. COUNCIL BILL NO. 2020-271

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 including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-271.PDF

5. COUNCIL BILL NO. 2020-405

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

CB2020-405.PDF

9. Resolutions

1. RESOLUTION NO. 2020-013
   A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2021 Historic Preservation Fund Grant for the National Historic Register Nomination of The Broadway District.

   Documents:

   RS 2020-013 APPLICATION.PDF
   RS 2020-013 INFORMATION.PDF
   RS 2020-013 MAP.PDF
   RS 2020-013 SUMMARY.PDF
   RS 2020-013.PDF

2. RESOLUTION NO. 2020-014
   A RESOLUTION authorizing the acceptance of a stormwater grant from the Missouri Department of Natural Resources (MDNR) to be allocated towards the update of the City of Joplin's Stormwater Management Masterplan, authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin.

   Documents:

   JOPLIN MDNR STORMWATER FINANCIAL ASSISTANCE AGREEMENT.PDF
   MINOR WATERSHEDS.PDF
   DNR STORMWATER GRANT RB.PDF
   DNR STORMWATER GRANT GS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-159
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D & E Plumbing & Heating Inc., in the amount of One Million One Hundred Thirty-Nine Thousand Thirty-Two and 80/100 Dollars ($1,139,032.80) for construction of the 4th and School Storm Drainage Improvements, Phase II project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   4TH AND SCHOOL SUMMARY SHEET.PDF
   4TH AND SCHOOL CB.PDF
   BID SUMMARY.PDF
   AGREEMENT.PDF
   PHII-LOCATION MAP.PDF

2. COUNCIL BILL NO. 2020-161
   AN ORDINANCE authorizing the acceptance of a reimbursable agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) to provide advanced payment to the FAA for design, review and construction oversight of the Navigation Aids (NAVAIDS) during the Reconstruction of Runway 18-36 at the Joplin Regional Airport (JLN); and containing an emergency clause.

   Documents:

GS 2020-161 FAA REIMBURSABLE AGREEMENT.PDF
CB 2020-161 FAA REIMBURSABLE AGREEMENT.PDF
RUNWAY 18-36 FAA REIMBRSABLE AGREEMENT MAP.PDF
REIMBURSABLE AGREEMENT AJW-FN-CSA-20-CE-003669.PDF

3. COUNCIL BILL NO. 2020-452

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Fifteen Thousand Dollars, no cents, ($15,000.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2020-452 SUMMARY SHEET.PDF
CB2020-452-COUNCIL BILL.PDF
SUPPLEMENTAL ITEM FLU CONTRACT.PDF

4. COUNCIL BILL NO. 2020-608

AN ORDINANCE authorizing the acceptance of a grant from the Missouri Department of Economic Development, Show Me Strong Destination Marketing Organization (DMO), Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help the City of Joplin resume normal business operations and restore economic activity statewide in response to the COVID-19 public health emergency; authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

Documents:

DED DMO CARES ACT COUNCIL BILL 2020-608.PDF
CB2020-608 DED DMO CARES ACT AGREEMENT SUMMARY.PDF
DMO_PROGRAM_AGREEMENT_-_JOPLIN_090820.PDF

5. COUNCIL BILL NO. 2020-609

AN ORDINANCE approving a Contract by and between the City of Joplin and Landworks Studio to complete a Parks Master Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

2020-609 SUMMARY PARKS MASTER PLAN STUDY CONTRACT AGREEMENT.PDF
EXHIBIT A PARKS MASTER PLAN STUDY AGREEMENT.PDF
2020-609 PARKS MASTER PLAN STUDY CONTRACT AGREEMENT.PDF
LANDWORKS STUDIO PROPOSAL BID.PDF
PARKS MASTER PLAN STUDY RFP 2020.PDF
PARKS MASTER PLAN STUDY RFP UPDATE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-007
AN ORDINANCE repealing Chapter 114, Traffic, Article II, Administrative and Enforcement, Division 2, Traffic Violations Bureau.

Documents:

COUNCIL BILL 2020-007 REPEALING CHAPTER 114 ARTICLE II DIVISION 2 TRAFFIC VIOLATIONS BUREAU (002).PDF
SUMMARY SHEET FOR COUNCIL BILL 200-007 (REPEALING CHAPTER 114-71)_.PDF

2. COUNCIL BILL NO. 2020-162
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB 2020-162 SUMMARY SHEET AGREEMENT FOR SEWER CAPACITY-WILDWOOD RANCH LLC.PDF
CB 2020-162 LOCATION MAP WILWOOD RANCH.PDF
CB 2020-162 COUNCIL BILL - AGREEMENT FOR SEWER CAPACITY-WILDWOOD RANCH LLC JLP EDITS 9-14-20.PDF
COJ - WILDWOOD AGREEMENT RE SEWER IMPROVEMENTS WITH LEGAL 9 8 20 PCE.PDF

3. COUNCIL BILL NO. 2020-164
AN ORDINANCE approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

OLSSON 4TH AND MURPHY WORK AUTHORIZATION SUMMARY SHEET.PDF
OLSSON 4TH AND MURPHY WORK AUTHORIZATION ORDINANCE.PDF
CITY OF JOPLIN WA 9 4TH AND MURPHY.PDF

4. COUNCIL BILL NO. 2020-165
AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2020-165 - SUMMARY SHEET - 20TH AND MALANG LIFT STATION IMPROVEMENTS PROJECT.PDF
CB 2020-165 - EXHIBIT MAP.PDF
CB 2020-165 BID SUMMARY 20TH MALANG LIFT STATION IMPROVEMENT.PDF

CB 2020-165 CONSTRUCTION AGREEMENT - 20TH MALANG LIFT STATION ASBELL.PDF
CB 2020-165 COUNCIL BILL -20TH MALANG LIFT STATION IMPROVEMENT.PDF

5. COUNCIL BILL NO. 2020-166
   AN ORDINANCE approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2020-166 - BID SUMMARY - 44TH AND VIRGINIA LIFT STATION IMPROVEMENT.PDF
   CB 2020-166 - EXHIBIT MAP - 44TH AND VIRGINIA LIFT STATION.PDF
   CB 2020-166 - SUMMARY SHEET - 44TH AND VIRGINIA LIFT STATION IMPROVEMENTS PROJECT_3.PDF
   CB 2020-166 - CONSTRUCTION AGREEMENT - 44TH AND VIRGINIA LIFT STATION IMPROVEMENTS.PDF
   CB2020-166.ORDINANCE.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Approve Appointment Of TIF Commission Chairman .

    2. Approve Amended Excess Surplus Property List For The Annual City Of Joplin Auction To Be Held Sept. 26

    3. News From Public Information Officer Lynn Onstot

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 12:00 p.m. on this 17th day of September, 2020 (RSMo 610.020))

JOPLIN CITY COUNCIL MEETING MINUTES
September 8, 2020

CALL TO ORDER
The September 8, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

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

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Zachary Spiering, Joplin, spoke on access ramps for sidewalks in North Heights. He asked the City to restore a public block of walkways to make it ADA accessible. The area includes North Wall, West E, North Pearl and West D. He also asked for improved lighting for safety. Mr. Copple asked for a street light update. City Manager Edwards stated it will be provided at the budget work session.

Edward Steinbacher, Joplin, spoke on the voice of the people.

Kevin VanStory, Neosho, was not present at the meeting.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2020-270

Mayor Stanley opened the Public Hearing.

Dennis Dilts, Joplin, appeared in favor of this item and stated he is the owner of the property.

No one appeared in opposition to this item.

The public hearing was closed.

COUNCIL BILL NO. 2020-270
Mr. Cortez introduced Council Bill No. 2020-270 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E

7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Lawson to pass Council Bill No. 2020-270 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-270**

Public Hearing for Council Bill No. 2020-271

Mayor Stanley opened the Public Hearing.

Steven Wade, Joplin, appeared in favor of this item, and stated he is the owner of the property.

No one appeared in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-271

Mr. Shaw introduced Council Bill No. 2020-271 - 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 including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mr. Cortez to pass Council Bill No. 2020-271 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: 0. Abstention: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-271**

Public Hearing for Resolution No. 2020-012

Mayor Stanley opened the Public Hearing.

Stephanie Meek, director of LovinGrace, appeared in favor of this item.

Eileen Donnelly, Joplin, spoke in favor of this item and stated Joplin needs a facility like this.

Edward Steinbacher, Joplin, spoke in favor of this item and echoed Ms. Donnelly's comments.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Lawson introduced Resolution No. 2020-012 - a resolution granting a Permanent Special Use Permit (1st Request) for the operation of a group residential facility located at 1408 and 1414 Euclid Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Cortez to approve Resolution No. 2020-012. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: 0. Abstention: Williams, 1. **Resolution No. 2020-012**

CONSENT AGENDA

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

Minutes of the August 17, 2020 City Council meeting

Minutes of the August 24, 2020 Special City Council meeting.

COUNCIL BILL NO. 2020-006 - an ordinance amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k). **Ordinance No. 2020-128**

COUNCIL BILL NO. 2020-150 - an ordinance approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-129**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-157

Mr. Shaw introduced Council Bill No. 2020-157-an ordinance approving the purchase agreement between the City of Joplin and Midwest Transit Equipment Inc. for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities Act (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2020-157 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-130**

COUNCIL BILL NO. 2020-158

Mr. Stinnett introduced Council Bill No. 2020-158 - an ordinance approving a purchase agreement between the City of Joplin and Central States Bus Sales for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-158 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-131**

COUNCIL BILL NO. 2020-366

Mr. Copple introduced Council Bill No. 2020-366 - an ordinance approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1815 Moffet Ave. in the City of Joplin, Missouri, for Five Thousand Two Hundred Sixteen and 00/100 Dollars ($5,216.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2020-366 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-132**

COUNCIL BILL NO. 2020-367

Mr. Lawson introduced Council Bill No. 2020-367- an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1716 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Ninety-two and 00/100 Dollars ($4,892.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-367 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-133**

COUNCIL BILL NO. 2020-451

Dr. Reid Adams introduced Council Bill No. 2020-451 - an ordinance authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Seventy-One Thousand, One Hundred Fifty Dollars, no Cents, ($71,150.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2020-451 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-134**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-405

Mr. Shaw introduced Council Bill No. 2020-405 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. Motion by Mr. Shaw, second by Mr. Monteleone to pass Council Bill No. 2020-405 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-405**.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Chuck Covington, Joplin, spoke on what black lives matter means to him.

Brian Evans, Joplin, spoke on city funding and the chamber of commerce.

Eileen Donnelly, Joplin, addressed conflicts pertaining to discord being sewn in Joplin citizens.

Abbie Covington, Joplin, spoke on economic development and the Joplin chamber of commerce.

Deborah Ferguson, Joplin, spoke on economic development, JACC, masks and COVID.
June Blakely, Joplin, spoke on the general oversight of the budget and council responsibilities.

Declare excess surplus property for the annual City of Joplin auction to be held Sept. 26.
Motion by Mr. Lawson, second by Mr. Monteleone to approve the list of surplus property for the annual auction. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

News from Public Information Officer Lynn Onstot
Ms. Onstot provided a brief summary about recent news items relating to American Airlines and the Joplin Regional Airport to clear up any confusion people might have. Air service is continuing with American for flights to and from Dallas. The changes American is making are not due to Joplin operations or passenger counts. It is a decision their company made due to the changing environment within the airline industry, as they experience ongoing challenges throughout the coronavirus pandemic. Joplin continues to have air service and will continue to have it for the near future with AA. Within the next 30 days we'll have a more defined timeline on the EAS process, and we will keep our public informed of those changes.

East 7th Street is now open – two days ahead of schedule! Thanks to everyone for their patience.

The City in in the process of updating our stormwater management master plan to evaluate the performance capability and deficiencies of the City's existing major drainage system. We're asking our citizens to share their experience regarding drainage in their areas. We've scheduled three public meetings for citizens to discuss their stormwater drainage issues with staff. The Public Meetings will be held from 4:30 to 6:30 p.m. and be an open house format for the public to come and go as their schedule allows. Citizens are welcome to attend any of these meetings, regardless of their address.

Meeting dates and their locations are:

- Thursday, September 17 at the Joplin Athletic Complex, 3301 West 1st Street
- Thursday, September 24 -Housing Authority's Community Center- at 5th and Turk Ave.
- Tuesday, September 29 at the Joplin Senior Center, 2616 Picher Avenue

For more information about these announcements, or other City news, please visit our website at joplinmo.org.

There being no further business, the meeting adjourned at 7:56 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
SEPTEMBER 14, 2020

CALL TO ORDER
The Special Meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem Keenan Cortez.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Ms. Williams.

READING OF THE SPECIAL CALL was read by City Clerk Barbara Gollhofer
Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Monday, September 14, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose stated below.

ROLL CALL
Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Phil Stinnett and Christina Williams. Absent: Mayor Ryan Stanley. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.
Motion by Mr. Monteleone, second by Mr. Copple to excuse Mayor Stanley. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0.

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2020-160
Mr. Shaw introduced Council Bill No. 2020-160 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP), for Phase 2 of Reconstruction to Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-160 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-135**

The special meeting was adjourned to the work session at 6:07 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-270 - Rezone to C-3 (Commercial)

MEETING DATE:
September 8, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

BACKGROUND:
The current zoning of M-2 is suitable in this area along 7th St. However, considering 7th Street's transition to more commercial uses along the corridor, the change to C-3 would be consistent with the development pattern of the corridor taken holistically.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 030-20, 7 in favor, 0 Nays.
Staff recommends approval of Case 030-20

ATTACHMENTS:
CB 2020-270, Staff Planning Report, P&Z Commission Minutes

CB 2020-270

Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces. That is the basis of the rezoning.

Mr. Ramsour asked if there were any questions from the Commissioners?

Mr. Kimble wanted to know about the house on 610 Club and was he the owner?

Mr. Dilts stated he was the owner and it is a rental house and occupied. At the very beginning they were going to use the lot between the alley easement and try to build the building there and then use the house for later expansion.

Mr. Ramsour wanted to know what the situation of the alley between there.

Mr. Dilts stated that there is an alley easement that is between the actual building and the lot and it was vacated in 1949.

Mr. Kimble wanted to know in the future pushing the lot back further closer to 610 Club eventually having cars.

Mr. Dilts stated that they would use that eventually for a bull pen, again there is income on the rental house, so, he doesn't want to eliminate that.

Mr. Ledford wanted to know from Mr. Stanton if single family homes were allowed on C-3 properties?

Mr. Stanton stated it would be permitted to go through but the house as a use there would be non-conforming use. If there was any destruction to that house it would not be allowed to be rebuilt unless it was rezoned to an R-1 or R-2.

Mr. Ramsour asked if anyone in the audience would like to speak in favor of this case or in opposition to the case: There were not.

MR. EASTMAN MOVED, SECONDED BY MR. LEDFORD, CASE 030-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: August 10, 2020
City Council Meeting: September 8, 2020

STAFF PLANNING REPORT
Rezoning

CASE 030-20 A request to rezone from M-2 (Heavy Industrial) and R-2 (Two-family Residential) to C-3 (Commercial)

LOCATION 1317 E. 7th St. and 610 Club Ave.

APPLICANT Dennis and Joyce Dilts

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2 and R-2	Used Car Lot and Single-family Residential	Approx. 0.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	C-O and C-3	C-3 and M-2	M-2 and R-2
Land Use	Vacant	Office	Restaurant and Self-storage/truck rental	Office and Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 7th St.	Arterial	90'
S. Club Ave.	Local	35'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future industrial. Most of the 7th Street corridor East of Main St. is shown to be retail commercial except for a portion near the downtown area that still maintains industrial zoning. This property is right on the transition from commercial to industrial and it would not be inconsistent to rezone this portion commercial. This is a remnant from when much of the downtown area, particularly on the east side, was the manufacturing and industrial base. That area still has many industrial uses, but not at the scale seen on the edges of town.

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

The current zoning of M-2 is suitable in this area along 7th St. However, considering 7th Street's transition to more commercial uses along the corridor, the change to C-3 would be consistent with the development pattern of the corridor taken holistically.

The current zoning of R-2 on the norther portion of the property is suitable along Club Ave. Although, other neighboring properties along the northern side of 7th St. do have commercial or industrial zoning that extend as far North as the proposed zoning change.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. Along 7th St., most of the existing zoning is compatible with C-3, or even more intense. In addition, the existing uses along 7th St. are either compatible or more intense. North of 7th St. and along Club, nearby properties have existing zoning and usage that extend as far North as the proposed rezoning. In addition, buffering requirements from the Zoning Code will be required where the C-3 zoning district directly abut residential.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

Staff recommends approval of Case 030-20.

ATTACHMENTS

- Application
- Map

RECEIVED
6-24-20

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 030-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 7-27-20
Public Hearing Date: 8-10-20

APPLICANT: Dennis & Joyce Dilts PHONE: 417-439-4995
ADDRESS: 600 Heritage Acres Drive Joplin, Mo ZIP: 64801

OWNER: Dennis & Joyce Dilts PHONE: 417-439-4995
ADDRESS: 600 Heritage Acres Drive Joplin, Mo ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1317 E 7th (D&J Auto Sales); 610 Duke St.

Present Zoning M2 + R2 Requested Zoning: C3 Commercial Acreage: .53
Present Use of Property: Auto Resale

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning	
North	Vacant Lot - Rezone requested	Residential	R-2
South	Business (Wings & More)	Commercial	~~C3~~ C-3
East	Business (Ins. Sales)	Commercial	CO
West	Business -- Our Temporary Location	Commercial	R2 + M2

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 7th Street, Club Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: Since we are requesting to rezone the adjacent properties, it seemed logical to rezone this property at the same time.

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 6/15/2020

EMAIL: dennis@cstn.net

TITLE: owner

Case 030-20: 1317 E. 7th St. & 610 S. Club Ave. - Rezone



A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

0 85 170 340 510 680 Feet

N

CB 2020-270

Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces. That is the basis of the rezoning.

Mr. Ramsour asked if there were any questions from the Commissioners?

Mr. Kimble wanted to know about the house on 610 Club and was he the owner?

Mr. Dilts stated he was the owner and it is a rental house and occupied. At the very beginning they were going to use the lot between the alley easement and try to build the building there and then use the house for later expansion.

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P & Z Case 030-20
Dennis & Joyce Dilts
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E 7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri.

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

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

As all of lots numbered Ninety-five (95) and Ninety-six (96) in Spring Park Addition to the City of Joplin, Jasper County, Missouri, and all of the South one-half of that part of the vacated alley lying North of and adjoining said Lots 95 thru 98 in Spring Park Addition, and all of lots numbered Ninety-seven (97) and Ninety-eight (98) in the Spring Park Addition to the City of Joplin, Jasper County, Missouri, and all of the South one-half of that part of the vacated alley lying North of and adjoining said Lots 95 thru 98 in Spring Park Addition, and all of Lot Numbered One Hundred Twenty-seven (127) in Spring Park Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and all of Lot Numbered One Hundred Twenty-six (126) in Spring Park Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the North Half (N1/2) of vacated alley lying South of and adjoining said Lot, more generally described as 1317 E. 7th St. and 610 S. Club St.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-271 - Rezone to C-3-PD (Planned Development Commercial)

MEETING DATE:
September 8, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 031-20: 1902 New Jersey Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

BACKGROUND:
The change in zoning to C-3-PD will not be detrimental to the nearby property. The majority of lots that surround this property are zoned C-3-PD and will not be affected by the change. The R-1 districts to the North will be required to be buffered by any use going into the C-3-PD district through the use of materials and strategies approved under the Zoning Code.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Steven Wade, Wade Real Estate Holdings, 822 Oakmont Dr., Joplin, MO. Wade Real Estate Holdings was in the process of purchasing the property. The family that is selling that property is wanting to sell the whole property. The plan is to put in a laundromat which will be facing 20th Street and then two bays of an automatic car wash and behind that will be 8 bays of self service. There will be a couple of entrances off New Jersey to go to the carwash section and then an entrance off 20th Street to the laundromat.

Mr. Ramsour asked Mr. Stanton about the requirements for fencing or landscaping?

Mr. Stanton stated that they would have two options under the buffer requirement in the code between a C-3 and an R-1 uses. Both will be 20 feet wide; one is all-natural landscaping and the other one would be a berm and fence combination.

Mr. Kimble wanted to know from Mr. Wade if he had in mind what buffer he would use on the north end of the property.

Mr. Wade stated that in the engineering plans a 20-foot buffer. The way the property is there is a natural drainage and will use that 20-foot buffer all along that end.

PUBLIC COMMENT:
David Bird, 1930 E 18th Street, Joplin, MO. His concern is the berm. There will be trash, lights, and noise, and trees in a berm isn't going to work. The fence around the Library, doesn't work. There are lights and trash, trash from Casey's across the street. The drainage at the corner of 19th and New Jersey backs up which flood his yard and the neighbor's yard to the west. Hard rain, it floods. The primary concern is the berm and trees, he wants a solid wall at least 6 to 8-foot-tall in an L shape. The trash and vacuums are going to be right there in that corner, flooding will be a big issue.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 031-20, 6 in favor, 0 Nays, 1 Recusal.
Staff recommends approval of Case 031-20

ATTACHMENTS
CB 2020-271, Staff Planning Report, P&Z Commission Minutes

CB 2020-271

Case 031-20: 1902 New Jersey Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

Mr. Eastman advised Mr. Ramsour he needed to recuse himself from this case.

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Mr. Kimble wanted to know how far back will the carwash go toward the backyard of the homes on 18th Street?

Mr. Wade stated from the back property will be approximately 70 to 80 foot from the carwash to the back-property line and then there is a buffer zone to the north.

Mr. Ramsour asked Mr. Stanton about the requirements for fencing or landscaping?

Mr. Stanton stated that they would have two options under the buffer requirement in the code between a C-3 and an R-1 uses. Both will be 20 feet wide; one is all-natural landscaping and the other one would be a berm and fence combination.

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Mr. Wade stated that in the engineering plans a 20-foot buffer. The way the property is there is a natural drainage and will use that 20-foot buffer all along that end.

Mr. Ramsour asked if there were any other questions or comments for Mr. Wade? There were not.

Mr. Ramsour asked if there is anyone else to speak in favor of this case? There were not. Mr. Ramsour asked if there is anyone who would like to speak in opposition of this case?

David Bird, 1930 E 18th Street, Joplin, MO. His concern is the berm. There will be trash, lights, and noise, and trees in a berm isn't going to work. The fence around the Library, doesn't work. There are lights and trash, trash from Casey's across the street. The drainage at the corner of 19th and New Jersey backs up which flood his yard and the neighbor's yard to the west. Hard rain, it floods. The primary concern is the berm and trees, he wants a solid wall at least 6 to 8-foot-tall in an L shape. The trash and vacuums are going to be right there in that corner, flooding will be a big issue.

Mr. Ramsour asked if there was anyone else in opposition of this case? There were not.

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Z&P Meeting: August 10, 2020
City Council Meeting: September 8, 2020

STAFF PLANNING REPORT
Rezoning

CASE 031-20 A request to rezone from R-1 (Single-family Residential) to C-3-PD (Commercial)

LOCATION 1902 S. New Jersey Ave.

APPLICANT Wade Real Estate Holdings, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 1.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3-PD	C-3-PD	C-3-PD
Land Use	Single-family Residential	Vacant	Vacant	Library

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial from 20th St. north to 19th St. and future low-density residential for the remaining northern portion.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	75'
S. New Jersey Ave.	Local	50'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show a majority of this property to be future retail commercial. The site plan is also compatible with the 20th St. Corridor as defined in the Comprehensive Plan.

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

The current zoning of R-1 is suitable in this area along New Jersey Ave. However, considering the proximity of the property's location to 20th St., the portions closest to the intersection of New Jersey Ave. and 20th St. may be less suitable. Many of the lots around this property are also zoned C-3-PD save for the three directly north of the subject property. The R-1 zoning is less suitable considering the potential for residential uses to become surrounded by commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3-PD will not be detrimental to the nearby property. The majority of lots that surround this property are zoned C-3-PD and will not be affected by the change. The R-1 districts to the North will be required to be buffered by any use going into the C-3-PD district through the use of materials and strategies approved under the Zoning Code.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

Staff recommends approval of Case 031-20.

ATTACHMENTS

- Application
- Map

RECEIVED
7-13-20

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 031-20
Filing Fee: 550.00
Date Advertised:
Date Notices Sent 7-27-20
Public Hearing Date: 8-10-20

APPLICANT: Wade RealEstate Holdings, LLC PHONE: 620-783-1355
ADDRESS: 1909 E. 12th ST Galena, KS ZIP: 66739
OWNER: ~~SAME~~ TROY WADE PHONE: 620-783-1355
ADDRESS: 1909 E. 12th ST Galena KS ZIP: 66739
LOCATION OF PROPERTY: 1919 E. 20th Joplin MO. 64804
LEGAL DESCRIPTION: SEE ATTACHED MAP

Present Zoning R-1 Requested Zoning: CP-3 Acreage: 1.6
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	~~R-1~~	R-1
South	~~CP-3~~	CP-3
East		C3-PD
West		C3-PD

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:
1. Would proposed change create a small, isolated district unrelated to surrounding districts?
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: NOT ZONED commercial

CONFORMANCE WITH COMPREHENSIVE PLAN:
1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____
   _____
   _____

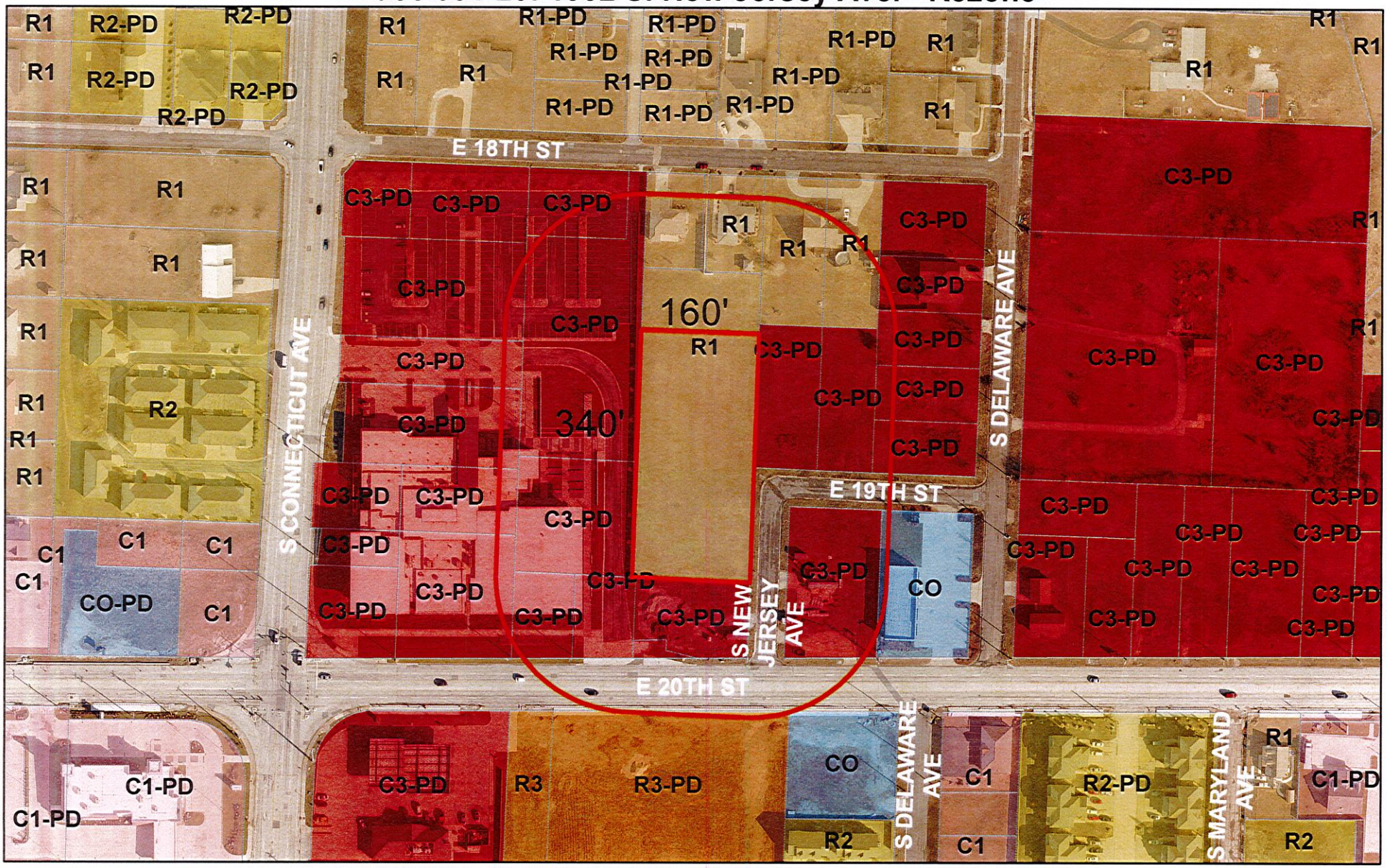
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: Curtis O Wade DATE: 6/29/20
BY: CURTIS O Wade
TITLE: partner

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

Case 031-20: 1902 S. New Jersey Ave. - Rezone



A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

0 95 190 380 570 760 Feet

N

CB 2020-271

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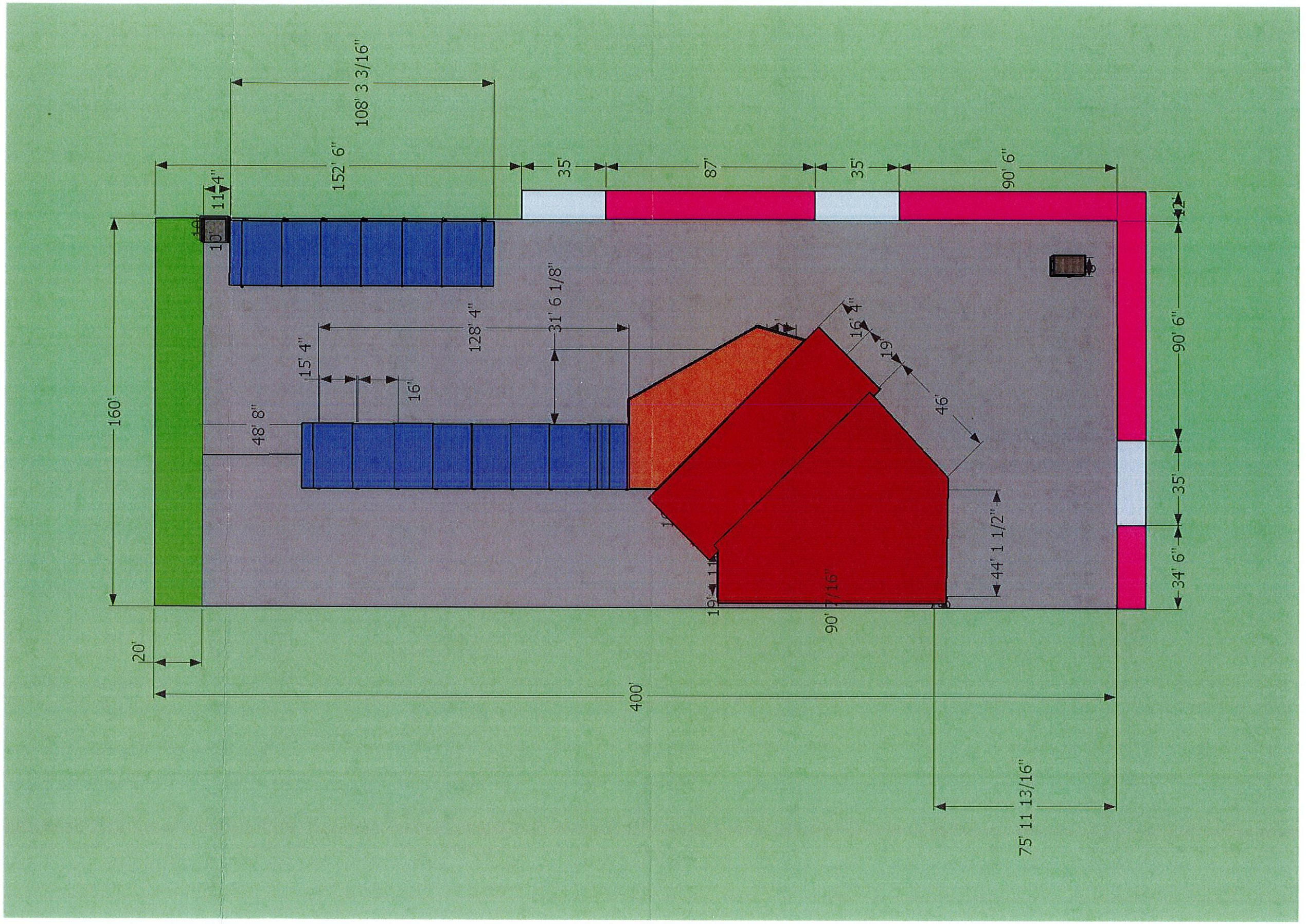
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16' 4"
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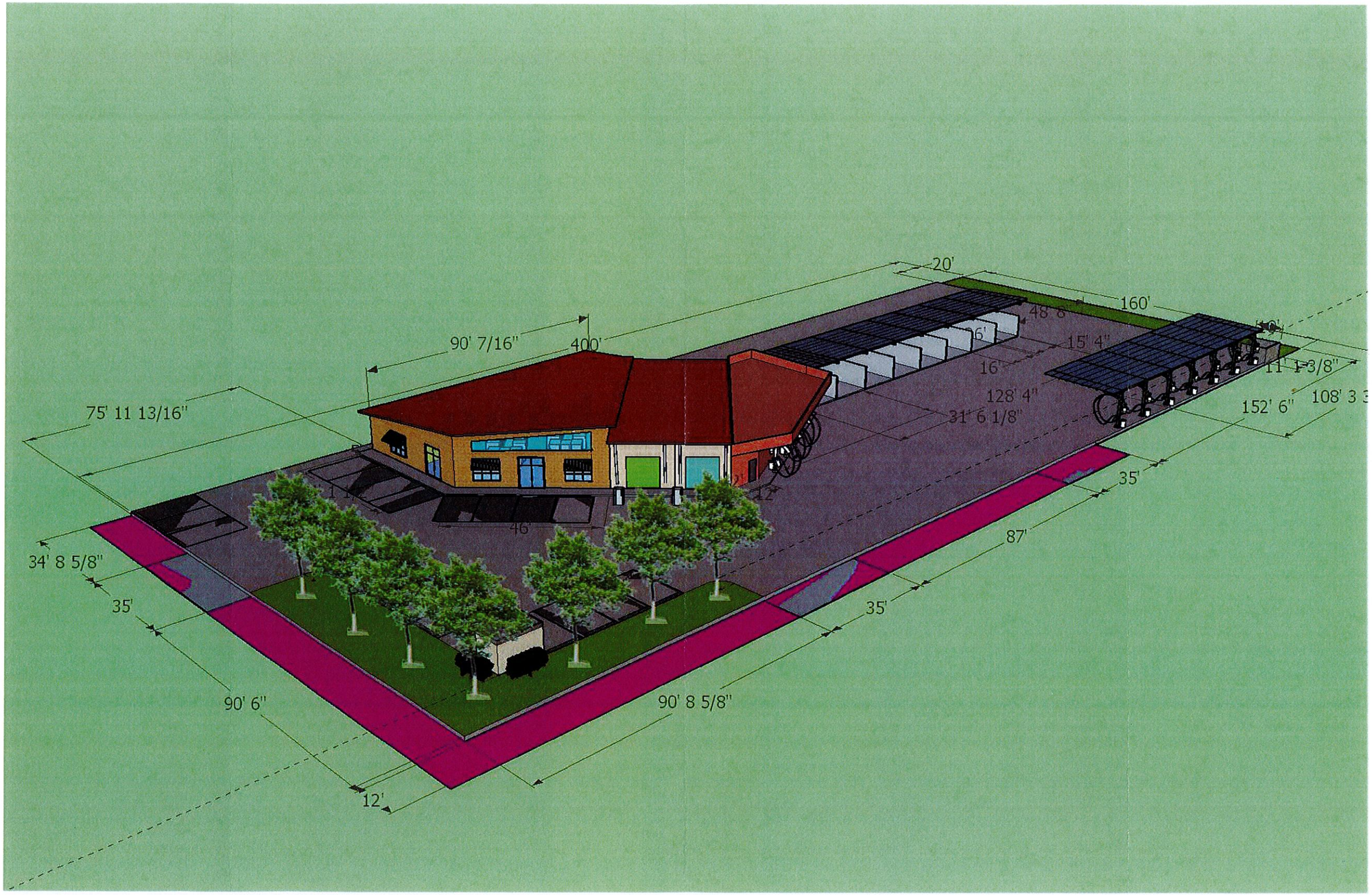
46'
44' 1 1/2"
90' 6"
35'
34' 6"
90' 7/16"
75' 11 13/16"

Case 031-20


20'
160'
48' 8"
15' 4"
16'
128' 4"
31' 6 1/8"
152' 6"
108' 3 3
11' 1-3/8"
90' 7/16"
400'
75' 11 13/16"
46'
35'
87'
35'
34' 8 5/8"
35'
90' 6"
90' 8 5/8"
12'

Case 031-20

P & Z Case 031-20
Wade Real Estate Holdings
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri.

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

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

> As all of lot 52 in Banker's 3rd Addition except the North 215 feet thereof and all of the East one-half of lot 53 in Banker's 3rd Addition to the City of Joplin, Jasper County, Missouri, except any part taken or deeded for road right-of-way, easements, or reservations of records.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-405 - Agreement with Missouri Department of Transportation.

MEETING DATE:
September 8, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $482,715. The reimbursement consists of $317,890 in Federal Consolidated Planning Grant Funds and $68,282 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $96,543 to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects. Those projects include finishing an update to the 20-year Metropolitan Transportation Plan and working with an active transportation consultant.

Attached is the 2020 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. JATSO is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region

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

RECOMMENDATIONS:
Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

ATTACHMENTS
CB 2020-404, Copy of 2020 UPWP, Copy of CPG agreement

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2021 Unified Planning Work Program

Adopted by the JATSO Policy Board on _____.

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Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP).

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated area on the JATSO Policy Board.

The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from three sources: FHWA, FTA and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for

consideration and implementation of projects, strategies and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and the FAST Act, state Departments of Transportation (DOTs), MPOs and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets
- develop performance-based plans implement a performance-based approach to planning and programming

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products.

A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan and Limited English Proficiency

Plan can be found on the City of Joplin website at this link: https://www.joplinmo.org/922/Plans-and-Publications.

FY 2021 Program Goals

The annual transportation planning program begins on November 1, 2020 and continues through October 31, 2021. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2021, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Develop and adopt the 2022-2025 JATSO TIP in accordance with state and federal standards.
3. Adopt a robust and user-friendly MTP that will help JATSO make transportation planning and policy decisions.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Monitor and respond to the ongoing COVID-19 crisis in the JATSO MPA.

Task 1 – Program Support and Administration

Objective
JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop and administer the UPWP, and attend professional development and training events.

Status
This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2020 Work Items Completed
- Amended FY 2020 UPWP as needed
- Submitted UPWP quarterly invoices to MoDOT
- Developed the FY 2021 UPWP
- Conducted four public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Prepared and transmitted UPWP quarterly progress reports to MoDOT
- Participated in the Feb. 2020 Statewide Planning Partner meeting

FY 2021 Work Items
- Develop the FY 2022 UPWP
- Make any necessary amendments to the FY 2021 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Increase engagement through the use of social media and online tools

Public Participation
Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2021 End Products
- FY 2022 UPWP
- Any necessary amendments to the FY 2021 UPWP
- Four (4) quarterly progress reports submitted to MoDOT
- A new JATSO website

Schedule for Completion
This work is ongoing.

Budget
Federal Share (80%): $88,364 Local Share (20%): $22,091 Total: $110,455

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year and will prepare an update in FY 2021.

Status

The JATSO FY 2020-2023 TIP was developed throughout the final quarter of FY 2019 and was modified or amended as necessary through FY 2020. A new TIP will be created and adopted by the end of FY 2021.

FY 2020 Work Items Completed

- Staff maintained and monitored the projects in the JATSO FY 2020-2023 TIP
- Staff updated the 2020-2023 TIP as needed
- Prepared the FY 2019 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support the MoDOT safety and transit target measures
- Incorporated target measures into the TIP and MTP as needed

FY 2021 Work Items

- Create and adopt the 2022-2025 TIP
- Prepare the FY 2020 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2021 End Products

- Board approved FY 2022-2025 TIP
- FY 2020 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $41,285 Local Share (20%): $10,321 Total: $51,606

Task 3 – Long Range Transportation Planning

Objective

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP).

There are two main projects in Task 3 for FY 2021: completing the MTP update and retain consulting services for active transportation.

Status

JATSO's MTP is being updated with the help of Olsson, Inc. The majority of the MTP update is completed. The final product will be finished by the end of calendar year 2020 and adopted by the JATSO Policy Board in January 2021.

Due to increased interest in active transportation in the JATSO planning area, JATSO will be seeking consulting services to engage and educate community residents and leaders on active transportation and develop specific and creative recommendations for connectivity projects.

FY 2020 Work Items Completed

- Initiated MTP update with Olsson, Inc.
    - Held core team meetings with relevant staff working on MTP
    - Conducted stakeholder meetings and two public meetings virtually due to COVID-19
    - Reviewed drafts of sections as completed

FY 2021 Work Items

- Submit final draft of 2045 MTP to MoDOT and ONE DOT for review
- Present 2045 MTP to JATSO Policy Board for adoption
- Retain professional services to expand assessment and recommendations for active transportation infrastructure, education, and engagement

Public Participation

- JATSO will work with the active transportation consultant to develop a public engagement strategy that meets federal requirements and JATSO's Public Participation Plan.

FY 2021 End Products

- Completed and adopted 2045 MTP
- Active transportation network inventory with recommendations for community engagement, education, and recommendations for connectivity projects with an action plan and potential timeline

Schedule for Completion

Both the MTP and the active transportation inventory and recommendations will be completed by the end of FY 2021.

Budget

Federal Share (80%): $139,524 Local Share (20%): $34,881 Total: $174,405

Task 4 – Transit Planning

Objective

The Transit Coordinator will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. The Transit Coordinator will conduct long and short-range transit planning responsibilities.

Status

The Transit Coordinator continues with program support and administration.

FY 2020 Work Items Completed

- Transit Coordinator monitored the MAPS and collected data and information.
- Transit Coordinator monitored the Sunshine Lamp Trolley system.
- Transit Coordinator planned for the development of a transfer station and updated trolley routes.

FY 2021 Work Items

- The Transit Coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The Transit Coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
- The Transit Coordinator monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The Transit Coordinator will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The Transit Coordinator and MPO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2021 End Products

- The Transit coordinator carries out the daily operations of MAPS.
- The Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $68,282 Local Share (20%): $17,071 Total: $85,353

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2020 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- TransCAD software license renewed through ESRI

FY 2021 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintaining the GIS website

FY 2021 End Products

- Maintain GIS layers
- Update street, subdivision, zoning, and property ownership layers.
- Update aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Update data and maps to reflect change in transit/multi-modal facilities
- Update ArcMap software license through ESRI – $15,326
- Update TransCAD software license through ESRI – $2,400

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $48,717 Local Share (20%): $12,179 Total: $60,896

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,606
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,405
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
Total	$ 317,890	$ 68,282	$ 96,543	$ 482,715

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$317,890
5307 Funds	$68,282
Local Match	$96,543
Total Funds Allocated	$482,715

CPG Balance Tracking

FY 2020	
CPG balance on 10/31/19	$937,364
FY 2020 CPG allocation	$212,470
FY 2020 CPG funds expended on 4/30/20	$(107,405)
FY 2020 CPG funds to be expended by 10/31/2020	$(250,000)
Estimated Ending FY 2020 Balance	$792,429
FY 2021	
Estimated FY 2021 Allocation	$212,470
CPG Funds Available for FY 2021	$1,004,899
Programmed CPG Funds for FY 2021 UPWP	$(317,890)
Estimated Remaining Unprogrammed Balance	$687,009

JATSO Information

Organizational Chart

- Taylor Cunningham, Senior Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Patricia Heagel, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Lindsay Dunn, Clerk (0.25 FTE)
- David Hertzberg, JATSO Board Chairman (0.1 FTE)
- Dan Johnson, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5
Taylor Cunningham	X	X	X		
Robert Lolley				X	
John Gilligan					X
Troy Bolander	X	X	X		
Patricia Heagel	X	X	X		
Mallory Wicklund	X				
Lindsay Dunn	X				
David Hertzberg		X	X		
Lynden Lawson		X	X		
Dan Johnson		X	X		

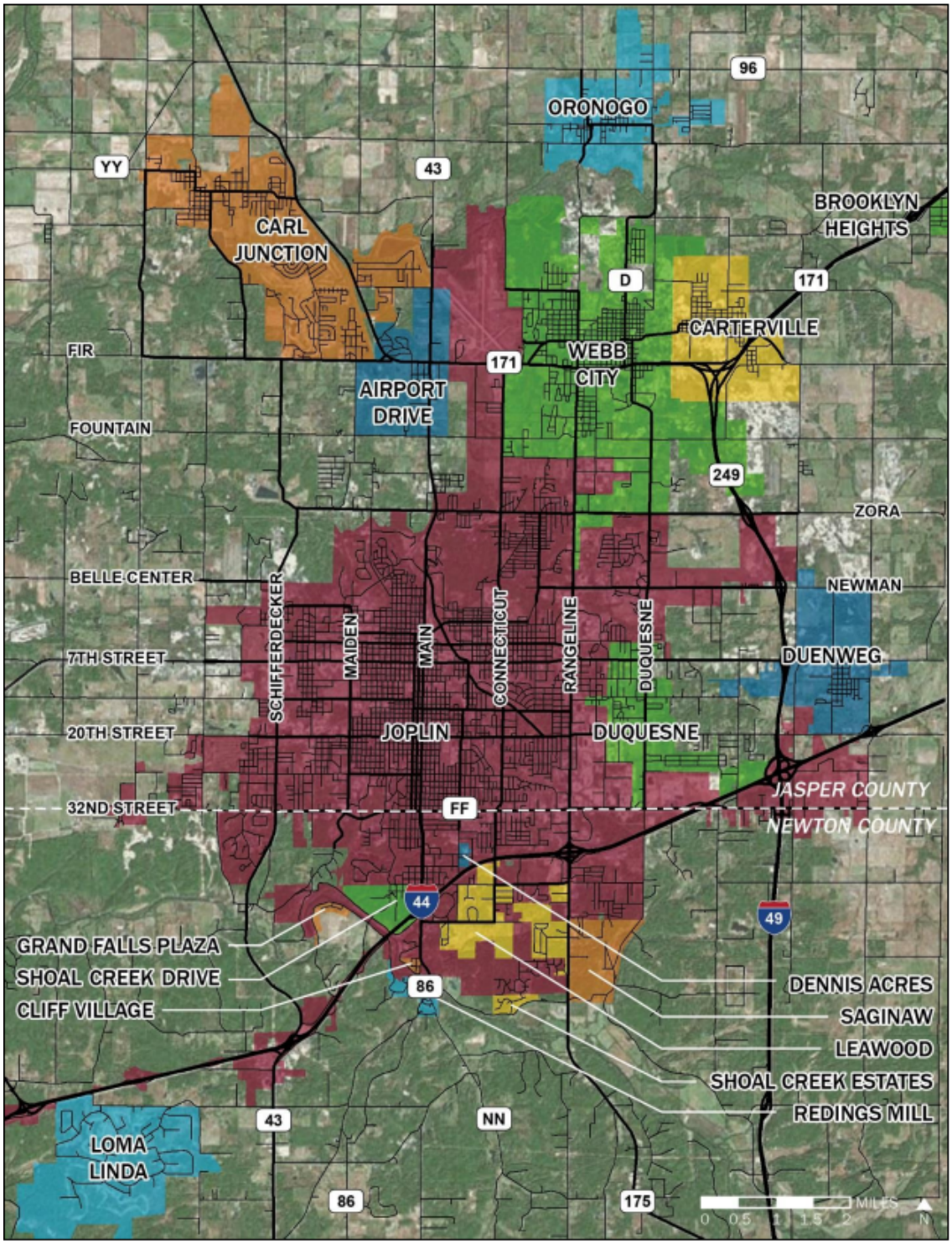
Voting Members

Name	Title	Agency
Darieus Adams	Commissioner	Jasper County
Bill Reiboldt	Commissioner	Newton County
David Hertzberg	Director of Public Works	City of Joplin
Dave Taylor	Southwest District Area Engineer	Missouri Department of Transportation
Troy Bolander	Director of Planning, Development and Neighborhood Services	City of Joplin
Carl Francis	City Administrator	Webb City
Steve Lawver	City Administrator	Carl Junction
Robert Lolley	Transit Coordinator	City of Joplin
Gerritt Brinks	Director	Harry S. Truman Coordinating Council
Steve Stockham	Airport Manager	City of Joplin
Dan Johnson	Assistant Director of Public Works – Engineering	City of Joplin
Lynden Lawson	Assistant Director of Public Works – Operations	City of Joplin

Alternate Voters

Name	Title	Agency
Frank Miller	Southwest District Planning Manager	Missouri Department of Transportation
Carole Meyer	Transportation Planner	Harry S. Truman Coordinating Council

JATSO Metropolitan Planning Area (MPA)



Source: TranSystems, 2017

Approved by the JATSO Board in May 2018.

Designated by Governor Bond in May 1983.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/20 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23

U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2020 and extend to October 21, 2021. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $317,890 defined as consolidated planning

funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures

established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee

obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee 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 Grantee'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.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

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

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the

selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

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

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

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

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

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable

Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe

benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is

increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

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

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Appendix A

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,606
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,405
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
Total	$ 317,890	$ 68,282	$ 96,543	$ 482,715

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$317,890
5307 Funds	$68,282
Local Match	$96,543
Total Funds Allocated	$482,715

CPG Balance Tracking

FY 2020	
CPG balance on 10/31/19	$937,364
FY 2020 CPG allocation	$212,470
FY 2020 CPG funds expended on 4/30/20	$(107,405)
FY 2020 CPG funds to be expended by 10/31/2020	$(250,000)
Estimated Ending FY 2020 Balance	$792,429
FY 2021	
Estimated FY 2021 Allocation	$212,470
CPG Funds Available for FY 2021	$1,004,899
Programmed CPG Funds for FY 2021 UPWP	$(317,890)
Estimated Remaining Unprogrammed Balance	$687,009

COUNCIL BILL NO. 2020-405 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of three hundred and seventeen thousand eight hundred and ninety dollars ($317,890) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 1 OF 5)

FOR OFFICE USE ONLY	
PROJECT ID NUMBER	DATE RECEIVED
CERTIFIED LOCAL GOVERNMENT IN GOOD STANDING? ❑ NO ❑ YES	

QUESTIONS 1-4: GENERAL INFORMATION

1. NAME OF APPLICANT REQUESTING GRANT FUNDS	RECEIVING OFFICIAL
City of Joplin	Nicholas Edwards

ADDRESS	CITY	STATE	ZIP
602 S. Main	Joplin	MO	64801

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	nedwards@joplinmo.org

DUNS NUMBER
01-064-9846

2. APPLICATION PREPARER
Thomas Walters

IF SAME AS THE APPLICANT, CHECK HERE AND SKIP TO QUESTION #3 ❑

APPLICATION PREPARER ADDRESS	CITY	STATE	ZIP
602 S. Main	Joplin	MO	64801

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	twalters@joplinmo.org

3. CONTACT PERSON FOR APPLICANT
Thomas Walters

CONTACT PERSON ADDRESS	CITY	STATE	ZIP
602 S. Main	Joplin	MO	64801

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	twalters@joplinmo.org

4. STATE SENATOR (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Ron Richard	32
STATE REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Bill White & Charlie Davis	161 & 162
U.S. REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Billy Long	7

QUESTIONS 5-6: APPLICANT'S BACKGROUND [UP TO 15 POINTS]

5. HAS THE APPLICANT ADMINISTERED A MISSOURI HERITAGE PROPERTIES PROGRAM (MHPP) OR HISTORIC PRESERVATION FUND (HPF) GRANT IN THE PAST? ❑ NO ◪ YES

IF YES, DID ANY OF THE GRANT PROJECTS REQUIRE AN EXTENSION TO BE COMPLETED? ◪ NO ❑ YES

WERE MAJOR REVISIONS TO THE SCOPE OF WORK REQUESTED AFTER RECEIVING GRANT FUNDS? ◪ NO ❑ YES

HAS THE APPLICANT HAD TO WITHDRAW A PREVIOUS MHPP OR HPF GRANT PROJECT AND DE-OBLIGATE FUNDING? ❑ NO ◪ YES

DOES THE APPLICANT HAVE ANY ACTIVE MHPP OR HPF GRANTS STILL PENDING?
(IF YES, HOW MANY AND WHAT YEAR WERE THE PROJECTS AWARDED? IF THE PROJECT IS ACTIVE, HOW CLOSE IS IT TO COMPLETION?) ❑ NO ◪ YES

Currently the City of Joplin is beginning the National Register Nomination for Joplin Memorial Hall

6. PLEASE INDICATE IF THE APPLICANT HAS PREVIOUS EXPERIENCE CONDUCTING SURVEY AND/OR PREPARING NATIONAL REGISTER OF HISTORIC PLACES NOMINATIONS.

The City of Joplin has previously completed the Murphysburg historic survey and nomination, the East Town (Original Joplin) Historic Survey Phase I & II, as well as the nomination of the Wall & Joplin district nomination and the Main & 800 Block Historic District.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 2 OF 5)

QUESTION 7-12: PROJECT SUMMARY AND DESCRIPTION [UP TO 40 POINTS]

7. PROJECT TYPE (CHECK ONE):

❑ ARCHITECTURAL SURVEY ■ NON-ARCHAEOLOGICAL NATIONAL REGISTER OF HISTORIC PLACES NOMINATION
❑ ARCHAEOLOGICAL SURVEY ❑ ARCHAEOLOGICAL NATIONAL REGISTER OF HISTORIC PLACES NOMINATION

IF THIS IS AN ARCHITECTURAL SURVEY PROJECT, PLEASE INDICATE THE LEVEL OF DETAIL: ❑ RECONNAISSANCE LEVEL ❑ INTENSIVE LEVEL

8. BUILDING, SITE, STRUCTURE, OBJECT, OR DISTRICT NAME

Broadway National Historic District

9. APPROXIMATELY HOW MANY RESOURCES WILL BE SURVEYED OR LISTED (PLEASE INCLUDE THE NUMBER OF OUTBUILDINGS IN YOUR COUNT)?

23

10. WHAT IS THE ACREAGE OF THE SURVEY OR NOMINATION AREA (PLEASE ATTACH A MAP ILLUSTRATING THE PROJECT AREA)?

10.5 Acres

11. DESCRIPTION/SCOPE OF WORK FOR THE PROJECT: PLEASE PROVIDE A DETAILED DESCRIPTION OF THE PROPOSED PROJECT. IF THE PROPOSED PROJECT IS A NATIONAL REGISTER NOMINATION, PLEASE PROVIDE A LIST OF ADDRESSES, A BRIEF DESCRIPTION OF THE PROPERTY, AN EXPLANATION OF WHY IT IS SIGNIFICANT, AND PROVIDE THE ESTIMATED PERIOD OF SIGNIFICANCE. IF IT IS A SURVEY, PLEASE PROVIDE A BRIEF HISTORY AND DESCRIPTION OF THE SURVEY AREA AND INDICATE THE TYPES OF RESOURCES TO BE SURVEYED (E.G. RESIDENTIAL, COMMERCIAL, MIXED RESIDENTIAL AND COMMERCIAL, RURAL, ETC.). FOR ALL PROJECT TYPES, PLEASE BE SURE TO INCLUDE PHOTOGRAPHS OF THE RESOURCES IN THE PROJECT AREA (THIS CAN BE A SAMPLING IF IT THERE ARE A LOT OF RESOURCES). PLEASE MAKE SURE TO KEY ALL PHOTOS TO A MAP OF THE PROJECT. ADDITIONAL SUPPLEMENTARY INFORMATION IS WELCOME IF IT HELPS TO EXPLAIN THE PROJECT.

NOTE: RESPONSE SECTION ON THIS QUESTION SHOULD FILL A WHOLE PAGE

The City of Joplin is applying for funding to nominate the Broadway District to the National Register of Historic Places in the neighborhood of East Town. The proposed district includes areas within the plat “Original Joplin” filed on July 28, 1871 by John, C. Cox. The plat was for a small square town east of the primary mining activities, mining being the primary and booming economic activity of the area of the time. The original plat included 9 blocks with eight parcels each. In the same month, Patrick Murphy platted a 40 acre town Murphysburg. Murphysburg was less than 2000 feet, and across Turkey Creek from Original Joplin. In 1873 the towns merged, choosing the name City of Joplin. The proposed district is located adjacent and to the south of Mineral Park, created by the East Joplin Improvement Association in 1893, and on the north side of Broadway St. (Langston Hughes Boulevard), the traditional commercial corridor of the neighborhood. The neighborhood saw a period of consistent development though the 19th and early 20th centuries of modest homes consistent with the architectural trends of the period they were built. The neighborhood has always been a blue-collar community with demographics shifting to be higher concentration African American in 1920 and increasing through the 1940s.
The proposed district included residential as well as one-part & two-part Commercial resources. The forty resources within the proposal, twenty-six are recommended eligible based on the Phase I East Town Survey Report completed in 2018. The area of the proposed district is approximately 11 acres.

The City of Joplin intends to enter into agreement with a qualified 36 CFR 61 architectural historian to conduct and complete a National Register of Historic Places nomination application for the Broadway Historic District. The document will be based upon the 2018 East Town/Original Joplin Intensive level Historic Survey. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office. The National Register registration form will be prepared in accordance with instructions contained in National Register Bulletin: How to Complete the National Register Registration Forms (#16A). In addition, the nomination form will meet the Missouri Guide to the National Register Process. Required deliverables will include meeting all state requirements and deadlines, as well as, documentation of all public meetings in accordance with state deadlines. Prior to the initial submission of the nomination, the consultant shall submit a draft Section 8 Summary for review. A minimum of two public meetings at Joplin City Hall to inform the interested public about the goals and scope of the National Register nomination process as it relates to the Broadway Historic District. Meetings will be held as near to the beginning of the nomination process as possible and at the conclusion of the preparation of the National Register nomination documents to present the nomination to the community.

The City will designate a project coordinator to serve as liaison between the City and Consultant. The liaison will be the person of contact for this application. The project coordinator will ensure access to City facilities, personnel and information as requested by the Consultant. The project coordinator will provide all available historic and current relevant information, data and photographs to the consultant, if available.

Attachments:
Map of East Town District location and boundary
Photo log East Town District
Public Meeting agenda, minutes and press coverage.
Part of local preservation plan supporting project.
Copy of By-Laws supporting project.
Resolution of Support by City Council - Will obtain for final application
Resolution of Support by Historic Preservation Commission
E-Verify Attachments to all City of Joplin Contracts

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 3 OF 5)

12. HAS THE PROPERTY BEEN PREVIOUSLY SURVEYED, DETERMINED ELIGIBLE, OR SUBMITTED AS AN ELIGIBILITY ASSESSMENT? IF YES, PLEASE PROVIDE A COPY. ❑ NO ❑ YES

QUESTION 13-16: PROJECT PLANNING AND IMPLEMENTATION [UP TO 10 POINTS]

13. HOW DOES THIS PROJECT MEET A NEED IDENTIFIED IN THE STATEWIDE COMPREHENSIVE HISTORIC PRESERVATION PLAN AND/OR A LOCAL OR REGIONAL MASTER PLAN? IF THERE IS A LOCAL OR REGIONAL PLAN, PLEASE PROVIDE A COPY OR LINK TO THE PLAN AND CITE THE RELEVANT SECTION.

The project meets Goal 3.G.3 of the Statewide Plan: increase survey and nominations to the National Register. The City of Joplin has made the neighborhood of East Town, a low to moderate income neighborhood, a focus of Community Development for several years. Nomination of the district falls in line with greater neighborhood plans of making resources available to the neighborhood. Chapter 3 of the Joplin Preservation Plan states that downtown revitalization and community programs will be a the focus of preservation. Furthermore, Article I - Areas of Responsibility of the Commission By-Laws state that nomination to the National register is a responsibility of the Historic Preservation Commission.

14. DID THE APPLICANT SOLICIT PUBLIC OPINION CONCERNING THIS PROJECT WITHIN THE PAST 12 MONTHS?

■ YES (IF YES, DESCRIBE HOW AND PROVIDE THE DOCUMENTATION OUTLINED IN THE SUPPORTING DOCUMENTATION CHECKLIST. FOR NATIONAL REGISTER PROJECTS, PLEASE INDICATE HOW PROPERTY OWNERS WERE CONSULTED)

A public meeting for the neighborhood regarding the district was held August 27th. Press releases for the surveys of the neighborhood resulted in high media coverage and high turnout for some of the public meetings. Examples of articles from the local paper, minutes from the Historic Preservation Commission are provided documentation.

❑ NO (IF NO, INDICATE IF THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO COMMENT AND HOW)

15. PLEASE DESCRIBE ANY ONGOING EFFORTS TO PRESERVE THE RESOURCE(S) (INCLUDING ANY SPECIAL FUNDING SOURCES, COMMUNITY SUPPORT GROUPS, ETC.)

Memorial Hall is currently being added to the National Register of Historic Places. Memorial Hall is currently owned by the City and maintained by the parks department. There is currently need for restoration work that the City currently does not have funds, but the City continues to maintain the building in current condition. It is intended for a restoration to occur, when Memorial Hall is used in concert with the Connect2Culture performing arts center to be constructed. However, Connect2Culture final commitment to acquire the property is conditional on pursuit of National Register Nomination and availability of tax credits. The City is also in the process of expanding the local Downtown Sunshine Lamp district and additional two blocks to the south to preserve the existing storefronts.

16. ARE THERE CURRENTLY ANY THREATS TO THE SURVEY OR NOMINATION PROJECT AREA (E.G. LACK OF MAINTENANCE OR EXTENSIVE NEW DEVELOPMENT)? IF SO, PLEASE DESCRIBE.

One of the contributing resources in the nomination area was flagged as an unsafe structure in the month of August 2020. The proposed district also has empty lots for infill development that incompatible architecture could be constructed unless reviewed as part of a local district.

QUESTIONS 17-19: PROJECT BUDGET ESTIMATE AND BUDGET DETAILS [UP TO 10 POINTS]

17. FOR EACH COST CATEGORY, FILL OUT THE BUDGET TABLE (BELOW) WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE APPLICANT AND/OR DONOR. (USE WHOLE DOLLAR AMOUNTS ONLY. THE GRANT AWARD GENERALLY WILL NOT EXCEED $25,000, AND THE MINIMUM MATCH PERCENTAGE IS 40%).

TO DETERMINE PERCENT OF MATCHING FUNDS:
A. ADD THE NON-FEDERAL/LOCAL CASH AND NON-FEDERAL/LOCAL IN-KIND AMOUNTS FOR THE TOTAL MATCHING FUNDS.
B. DIVIDE THE TOTAL MATCHING FUNDS BY THE TOTAL PROJECT COST. THIS WILL GIVE YOU THE PERCENTAGE OF MATCHING FUNDS.
C. INDICATE MATCHING FUNDS PERCENTAGE HERE: 40%

MATCHING FUNDS POINT VALUES	
% MATCH	POINTS
60% AND UP	10
50%-59%	6
40%-49%	3

COST CATEGORY	FEDERAL (GRANT REQUEST)	NON-FEDERAL/ LOCAL CASH	NON-FEDERAL/ LOCAL INKIND	TOTAL
CONTRACTOR	$ 12000	$ 8000	$	$ 20000
PERSONNEL	$	$	$	$ 0
SUPPLIES	$	$	$	$ 0
EQUIPMENT	$	$	$	$ 0
TRAVEL/LODGING	$	$	$	$ 0
OTHER (PLEASE SPECIFY)	$	$	$	$ 0
OTHER (PLEASE SPECIFY)	$	$	$	$ 0
TOTAL	$ 12000	$ 8000	$ 0	$ 20000

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 4 OF 5)

18. PROVIDE DETAILED INFORMATION ABOUT THE BUDGET ITEMS WITHIN EACH COST CATEGORY

The intent is for the grant agreement to reflect a single budget line item for contractor expenses. Salaried City Staff assigned to be liaison is not included in the budget.

19. PROVIDE THE SOURCE OF MATCH. PROVIDE A COPY OF THE APPLICANT'S RESOLUTION OR LETTER AUTHORIZING IT TO MAKE APPLICATION FOR THE GRANT AND THE NAME AND LETTER OF INTENT (INCLUDING AMOUNT) OF ALL OTHER DONORS PROVIDING MATCH.

DONORS	CONTRIBUTION
City of Joplin	8000

QUESTION 20: [5 POINTS]

PROVIDE A DETAILED NARRATIVE OF THE TIMELINE FOR THE PROJECT. PLEASE PLAN ON A PROJECT THAT IS ACHIEVABLE WITHIN A TWELVE-MONTH PERIOD. THE NARRATIVE SHOULD INCLUDE PLANS FOR PROCUREMENT, PUBLIC MEETINGS, PROJECT ACTIVITIES, AND REIMBURSEMENT.

City of Joplin will submit a draft request for proposals to HPF Grant Manger for review and approval. Upon notice to proceed. The City of Joplin will seek sealed request for proposal responses. Response time for quotes is 21 days. Upon consultant selection, documentation of selection process is sent to HPF grant manager for approval. Once approval received agreement must be taken to City Council and upon effect of ordinance, signed contract emailed to SHPO. Nine weeks estimated for request for quotations to signed contract sent to SHPO from day RFP is advertised. Consultant submits draft of Section 8 Summary and email documentation of planned public meetings (3 weeks). Consultant submits substantially complete draft nomination (4 weeks). Consultant submits revised nomination incorporating SHPO comments for review and approval (6 weeks). Consultants submits documentation of second public meeting of public review of nomination (4 weeks). Consultant presents nomination to the Missouri Advisory Council. Consultant submits final revisions incorporating SHPO and MOACHP comments (4 weeks).
Estimated minimal time line.

QUESTION 21: DELIVERABLE TIMELINE/MONTH [5 POINTS]

1. Grant Agreement Signed (May assumed)	7. Consultant submits public meeting documentation (Feb)
2. Written quotations solicited and received (June)	8. March Missouri Advisory Council Presentation
3. Signed Contract to SHPO (August)	9. Final submittal (April)
4. Consultant submits draft Section 8 (September)	10.
5. Consultant submits substantially complete draft (November)	11.
6. Consultant submits revised draft upon SHPO review (Jan)	12.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 5 OF 5)

QUESTION 22: PRE-APPLICATION [5 POINTS]

22. DID THE APPLICANT ADDRESS ALL COMMENTS BY THE STATE HISTORIC PRESERVATION OFFICE NOTED IN THE PRE-APPLICATION? ❑ NO [0 POINTS] ❑ YES [5 POINTS]

DISCRETIONARY BOARD MEMBER CRITERIA [UP TO 10 POINTS]

AT LEAST FOUR MEMBERS OF THE STAFF WILL REVIEW AND SCORE THE HPF GRANT APPLICATIONS. THE SCORING TEAM MAY AWARD THE PROJECT ADDITIONAL POINTS BASED UPON THEIR SUBJECTIVE EVALUATION OF THE APPLICATION, NOTABLY THE DETAILS PROVIDED IN THE "PROJECT SUMMARY AND DESCRIPTION" AND "PROJECT PLANNING AND IMPLEMENTATION" SECTIONS.

SUPPORTING DOCUMENTATION CHECKLIST

USE THE BELOW CHECKLIST TO ENSURE THE PROJECT APPLICATION IS COMPLETE (FOR MORE INFORMATION SPECIFIC TO EACH ITEM, REFER TO THE APPLICATION INSTRUCTIONS)

■ MAP OF THE SURVEY OR NOMINATION AREA CLEARLY DEFINING THE BOUNDARIES OF THE SURVEY OR NOMINATION	❑ RESOLUTION OR APPLICANT'S LETTER OF SUPPORT
■ PHOTOGRAPHS OF THE PROPERTIES TO BE LISTED OR SURVEYED.	■ RESOLUTION OR LETTER OF SUPPORT FROM THE HISTORIC PRESERVATION COMMISSION WITH PRIMARY JURISDICTION WHERE APPLICABLE
■ SIGNED LETTERS OF COMMITMENT OR INTENT TO DONATE	■ PROOF OF PUBLIC INVOLVEMENT
■ COPY OF LOCAL OR REGIONAL PLAN REFERENCED IN QUESTION 12.	■ COPY OF PREVIOUS DETERMINATION OF ELIGIBILITY FROM #11, IF APPLICABLE
❑ E-VERIFY	

CERTIFICATION OF RESPONSIBLE PERSON

A RESPONSIBLE OFFICIAL FROM THE APPLICANT'S ORGANIZATION MUST SIGN AND DATE THE APPLICATION. APPLICATIONS WITHOUT SIGNATURE WILL NOT BE SCORED.

"I hereby certify that the information contained in this application packet is true and correct to the best of my knowledge. I understand that the application will be rated solely on the information provided on the application and in the enclosed supporting documentation. The submission of incorrect information and the lack of required documentation can result in this application being withdrawn from consideration for funding."

SIGNATURE	TITLE	DATE
	City Manager	

PRINTED NAME: Nicholas Edwards

COMPLETED APPLICATION

The Department of Natural Resources is now using an online Funding Opportunities Portal to receive and manage grants. This system allows project sponsors applying for funding to submit their applications, track the status of the award, and to submit invoices and reports electronically. Project sponsors need to request access to the system so they may submit the grant application in the portal.
To request access to the system:
- Go to the Department's Funding Opportunity Portal - https://modnr.force.com/CommunityCustomLoginPage.
- Under New User, click the **"Click Here"** link to request an account.
- Complete and submit the **Funding Opportunity Portal Access** Request form.
- Check Historic Preservation-at the bottom of the form, in the section used to indicate the program(s) in which you are interested in apply for financial assistance. You may select other options in addition to Historic Preservation.

This form may take 24-48 hours to process, so portal access should be set up early in the application process. Once processed, project sponsors will receive an email with log on credentials.

If project sponsors are unable to access the Funding Opportunity Portal, they can submit **two copies** of the completed application to the address below:
Missouri Department of Natural Resources
Division of State Parks
Grants Management Section
Attn: Preservation Planner & Grants Manager
PO Box 176
Jefferson City, MO 65102-0176

Why Would We Want to Establish a National Historic District?

Listing in the National Register honors a historic place by recognizing its importance to its community, State or the Nation. In addition to honorific recognition, listing in the National Register results in the following for historic districts:

1. Consideration in planning for Federal, federally licensed, and federally assisted projects– Section 106 of the National Historic Preservation Act of 1966 requires that Federal agencies allow the Advisory Council on Historic Preservation an opportunity to comment on all projects affecting historic properties either listed in or determined eligible for listing in the National Register. The Advisory Council oversees and ensures the consideration of historic properties in the Federal planning process.

2. Eligibility for certain Federal tax provisions– Owners of properties listed in the National Register may be eligible for a 20% investment tax credit for the certified rehabilitation of income-producing certified historic structures such as commercial, industrial, or rental residential buildings. This credit can be combined with a straight-line depreciation period of 27.5 years for residential property and 31.5 years for nonresidential property for the depreciable basis of the rehabilitated building reduced by the amount of the tax credit claimed. Federal tax deductions are also available for charitable contributions for conservation purposes of partial interests in historically important land areas or structures.

3. Eligibility for certain State tax provisions– Commercial and residential properties listed in the National Register may be eligible to use the State income tax credit for historic preservation.

4. Qualification for Federal grants for historic preservation, when funds are available

Are There Any Restrictions on Property Owners? Only in Local Districts not National Districts!

Under Federal law, owners of private property listed in the National Register (properties in a National District) are free to maintain, manage, or dispose of their property as they choose provided that there is no Federal involvement. Owners have no obligation to open their properties to the public, to restore them or even to maintain them, if they choose not to do so.

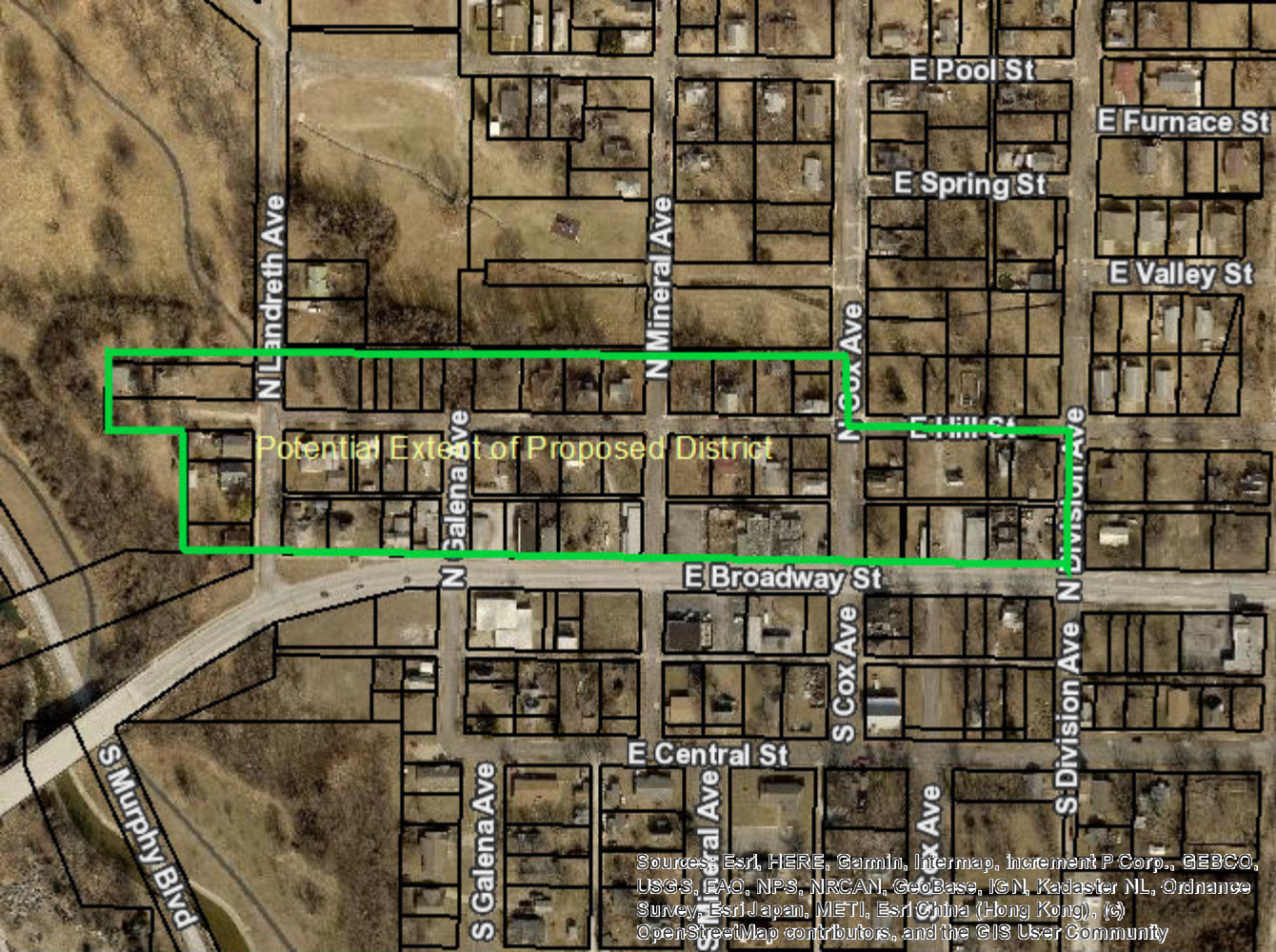
The City of Joplin and the Historic Preservation Commission lists and protects properties on Local Listing either individually or in a local district. Registration in the local listing is entirely voluntary and work on the exterior of the property will be reviewed before being approved and building permit issued. Owners have no obligation to open their properties to the public. This proposal for the neighborhood is for National District nomination only.

What is the Process for Nomination?

Nominations are submitted to a State review board, composed of professionals in the fields of American history, architectural history, architecture, prehistoric and historic archeology, and other related disciplines. The review board makes a recommendation to the State Historic Preservation Office either to approve the nomination if, in the board's opinion, it meets the National Register criteria, or to disapprove the nomination if it does not.

During the time the proposed nomination is reviewed by the State Historic Preservation Office, property owners and local officials are notified of the intent to nominate and public comment is solicited. Owners of private property are given an opportunity to concur or object to the nomination. If the majority of private property owners for a district with multiple owners, objects to the nomination, the historic property cannot be listed in the National Register. In that case, the State Historic Preservation Office may forward the nomination to the National Park Service only for a determination of eligibility. If the historic property is listed or determined eligible for listing, then the Advisory Council on Historic Preservation must be afforded the opportunity to comment on any Federal project that may affect it.

The State Historic Preservation Office forwards nominations to the National Park Service to be considered for registration if a majority of private property owners has not objected to listing. During the National Register's evaluation of nomination documentation, another opportunity for public comment is provided by the publication of pending nominations in the Federal Register.


E Pool St
E Furnace St
E Spring St
E Valley St
N Landreth Ave
N Mineral Ave
N Cox Ave
E Hill St
N Division Ave
Potential Extent of Proposed District
N Galena Ave
E Broadway St
S Cox Ave
S Division Ave
E Central St
S Galena Ave
S Murphy Blvd
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2020-013 – approving a resolution authorizing the submittal of application for 2021 Historic Preservation Fund grant from the Missouri Department of Natural Resources.

MEETING DATE
September 21, 2021

REVIEWED BY
Director Planning, Development, and Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
This resolution authorizes the submittal of an application with the Missouri State Historic Preservation Office for the FY 2021 Historic Preservation Fund Grant to nominate The Broadway District in the neighborhood of East Town to the National Register of Historic Places. The District runs on the north side of East Broadway between North Division Avenue and North Landreth Avenue to include five properties west of North Landreth Avenue.

BACKGROUND
A resolution from City Council in support for submittal is required for the application for Historic Preservation Fund Grants. A public meeting was held on August 27, 2020 to inform property owners and discuss the significance of district creation.

The nomination of The Broadway District was identified as high priority by the Joplin Historic Preservation Commission for the 2021 calendar year and the Commission has passed Resolution in support. The East Town Neighborhood has been a focus of Community Development for a few years. The district nomination is in line with the long-term goals of making resources available for the neighborhood.

Expected FY 2021 budget for the nomination of the Broadway District is $20,000.00. The Historic Preservation Fund Grant will reimburse 60% of the costs.

FUNDING SOURCE
Missouri Department of Natural Resources 2021 Historic Preservation Fund administered by the State Historic Preservation Office.

RECOMMENDATION
The Historic Preservation Commission and Staff recommends approval of the resolution.

ATTACHMENTS
Resolution No. 20120-013, Broadway District Map, HPF 2021 Application, District Nomination Fact Sheet

RESOLUTION NO. 2020-013

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2021 Historic Preservation Fund Grant for the National Historic Register Nomination of The Broadway District.

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2021 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to nominate the Broadway District to the National Register of Historic Places.

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

Section 1: The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of nominating the Broadway District to the National Register of Historic Places in 2021; and

Section 2: That the City Manager of the City of Joplin is hereby authorized to execute all documents necessary to carry out the intentions of this Resolution.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME	RECIPIENT TELEPHONE NUMBER WITH AREA CODE
City of Joplin Missouri	(417) 624 - 0820

ADDRESS	CITY	STATE	ZIP CODE
602 S Main St	Joplin	MO	64801

UNIQUE IDENTIFIER (DUNS NUMBER)	PROJECT NUMBER	BUDGET PERIOD	PROJECT PERIOD
	JOPC-0009-20G	9/1/2020	8/31/2022

RECIPIENT PROJECT MANAGER NAME	RECIPIENT PROJECT EMAIL ADDRESS	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE
Steven Martinez, EIT	Smartine@joplinmo.org	(417) 624 - 0820

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

The grant will provide funding to update the City of Joplin's Stormwater Management Master Plan, which was developed in 1998. The updated plan will provide a clear road map to address the city's current and potential future stormwater management needs. The total grant award of $140,021, is a combination of the city's Stormwater grant allocation in the amount of $92,786.50 plus $47,234.50 in unused grant funds from Jasper County's Stormwater grant allocation, as indicated in the letter dated November 27, 2019, and attached for reference. The city will provide at least 50% match to the state award for the project.

TYPE OF ASSISTANCE	SOURCE OF FUNDING	CFDA NUMBER	CFDA NAME
New Award ☒ Amendment ☐	Federal ☐ State ☒ Other ☐		

STATE PROJECT MANAGER NAME	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE	INDIRECT COST RATE FOR RECIPIENT
Judy Morrison	(573) 751 - 2735	%

RESEARCH AND DEVELOPMENT	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED
YES ☐ NO ☒	

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	$ 0.00	0.00 %	$	%	$ 0.00	0.00 %
State/Other Award:	$ 140,021.00	50.00 %	$	%	$140,021.00	50.00 %
Recipient Match:	$ 140,021.00	50.00 %	$	%	$140,021.00	50.00 %
Total Award:	$280,042.00	100.00 %	$ 0.00	%	$280,042.00	100.00 %

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES	RECIPIENT APPLICATION, AS NEGOTIATED, DATED
Stormwater Grant and Loan Program Application	

BUDGET PLAN	DETAILED SCOPE OF WORK	SPECIAL CONDITIONS	GENERAL TERMS AND CONDITIONS	SUSPENSION/DEBARMENT	PUBLIC LAW
Attachment # _____	Attachment # _____	Attachment # 2	Attachment # 1	Attachment # _____	Attachment # _____

PUBLICATIONS	EPA MBE/WBE UTILIZATION	CERTIFICATE REGARDING LOBBYING	INVOICE	ADDITIONAL ATTACHMENTS	
Attachment # _____	Attachment # _____	Attachment # _____	Attachment # 3	Attachment # 4	Attachment # _____

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FEDERAL AWARDING AGENCY	FEDERAL AWARD ID NUMBER	PASS THROUGH ENTITY NAME
		MoDNR,

FEDERAL FUNDING YEAR	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD	INDIRECT COST RATE FOR MoDNR
		$	%

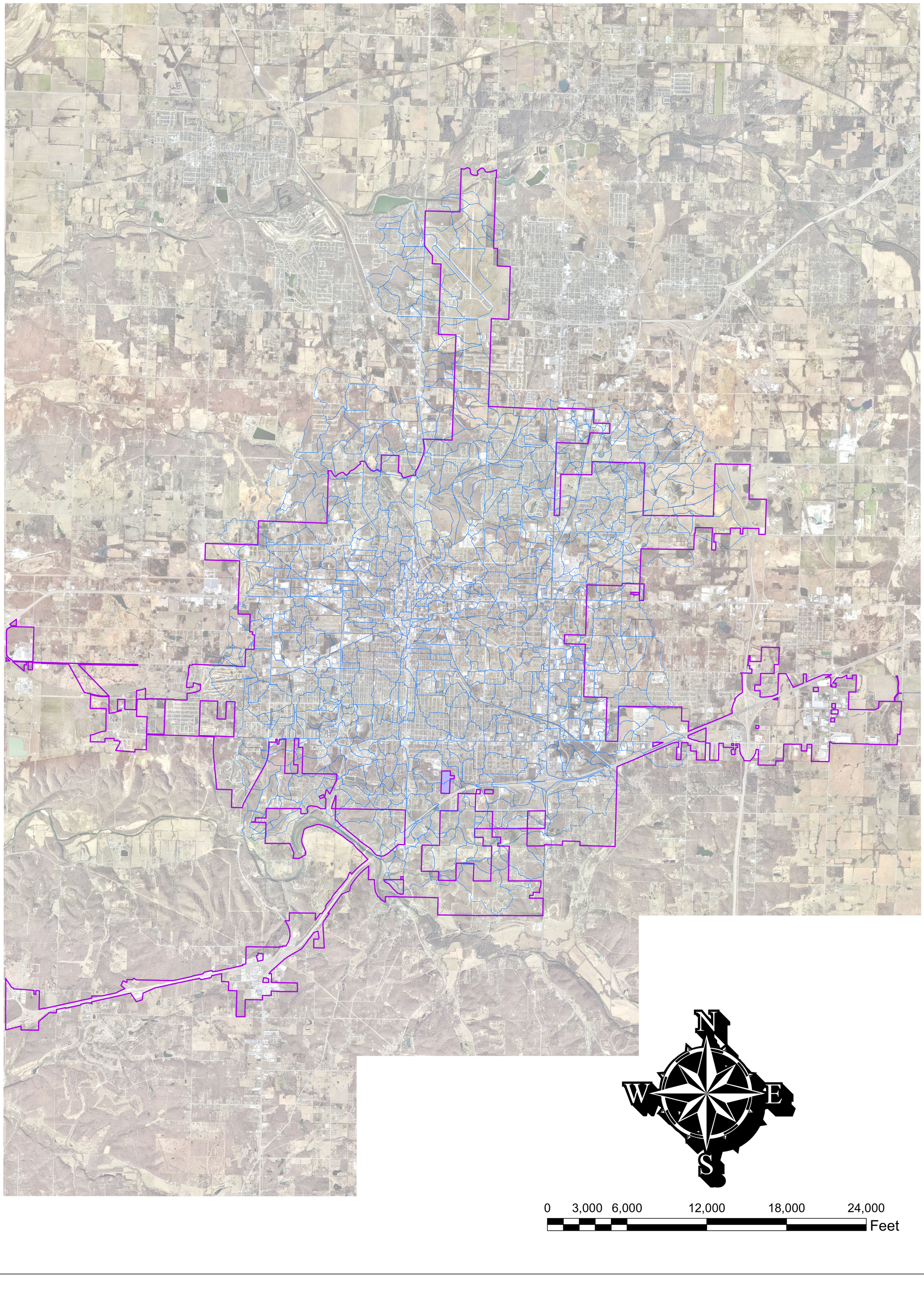
APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE
Carol S. Comer, Director		

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
David K Hertzberg, Director of Public Works	David K Hertzberg	9/11/2020

780-2664 (11-16)

City of Joplin Master Plan
Minor Watersheds



RESOLUTION NO. 2020-014

A RESOLUTION authorizing the acceptance of a stormwater grant from the Missouri Department of Natural Resources (MDNR) to be allocated towards the update of the City of Joplin's Stormwater Management Masterplan, authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and the Missouri Department of Natural Resources (MDNR) through its Financial Assistance Center (FAC) not to exceed the amount of One Hundred Forty Thousand Twenty-One and 00/100 dollars ($140,021.00); a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of ____ 2020, by a vote of

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2020-014 – authorization to accept a stormwater grant from the Missouri Department of Natural Resources (MDNR) to be allocated towards the update of the City of Joplin's Stormwater Management Masterplan.

MEETING DATE
September 21, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Agreement, Resolution 2020-014, Exhibit Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City manager or his designee to accept a stormwater grant agreement with the Missouri Department of Natural Resources in the not to exceed amount of One Hundred Forty Thousand Twenty-One and 00/100 dollars ($140,021.00) to be used towards the update of the City of Joplin's Stormwater Management Masterplan.

BACKGROUND
On November 26, 2019 the City of Joplin submitted an application to the Missouri Department of Natural Resources (MDNR) for a Stormwater Grant through its Financial Assistance Center (FAC). The FAC offers stormwater grant and loan program funds to first class counties, the Metropolitan St. Louis Sewer District, and entitlement cities for stormwater control plan development, stormwater studies, and construction projects. The City of Joplin was initially found eligible to receive $48,405.50 in stormwater grant funds. Jasper county subsequently requested the remaining unused share of its grant to be allocated to the City (being a city residing in Jasper county) resulting in the City being eligible to receive an additional $47,234.50. Recognizing the City's good standing and historical performance in coordinating with MDNR for grant funding, as well as the City's clear, comprehensive vision for the utilization of the grant funding, The City was able to work with MDNR to acquire an additional $44,381.00 in available grant funds on top of its initial grant and the grant funds allocated from Jasper county. In total the City is eligible to receive $140,021.00 in grant funding.

In accordance with the requirements administered under 10 CSR 20-4.061 of MDNR's Stormwater grant program (which requires grant funds to be utilized towards stormwater control plan development, stormwater studies, and construction projects) the City of Joplin will use the grant funding towards the update of its stormwater management masterplan. The stormwater management masterplan is a comprehensive, action-oriented plan that quantifies the stormwater improvement needs for the community and prioritizes those needs using a cost-benefit approach. The plan provides a clear road map to address the City's current and potential future stormwater management needs for flood control, erosion control, water quality and water resource protection.

Grant allocations can be used for 50 percent of the project cost and the City must provide a 50 percent match.

During the council meeting on August 3rd of 2020, Council approved a $323,961.00 work authorization with Olsson (Council Bill 2020-147) for the work in updating the City of Joplin Stormwater Masterplan. Of the total project cost of $323,961.00, the MDNR stormwater grant will reimburse $140,021.00 of the total cost and the remaining $183,940.00 will be paid for out of the Parks and Stormwater Sales Tax fund. Upon passage of the work authorization agreement with Olsson, as an emergency, the City directed the consultant to immediately begin work on the stormwater improvement project list and optimized capital improvement plan in order to ensure its completion in time for the sales tax committee to review this November. Work was started using the local fund shares, specifically the remaining $43,919.00 of the non-reimbursed $183,940.00 the City will be committing for the masterplan update after providing the grant match requirement of $140,021.00.

FUNDING SOURCE

The Local Match Share will come from the Parks and Stormwater Sales Tax fund.

RECOMMENDATION

Staff recommends approval of Resolution 2020-014 to accept a stormwater grant from the Missouri Department of Natural Resources (MDNR) to be allocated towards the update of the City of Joplin's Stormwater Management Masterplan.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-159 – approving a construction agreement with D & E Plumbing and Heating Inc. for construction of the 4th and School Storm Drainage Improvements, Phase II (TS0612).

MEETING DATE
September 21, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary; Agreement, CB2020-159

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D & E Plumbing and Heating Inc., in the amount of One Million One Hundred Thirty-Nine Thousand Thirty-Two and 80/100 Dollars ($1,139,032.80) for construction of the 4th and School Storm Drainage Improvements, Phase II (TS0612) project.

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for culvert and ditch improvements at 4th and School. The existing ditch and culverts running between the existing railroad tracks and the Empire Market property do not have sufficient capacity and cause flooding in the adjacent Empire Market building. The ditch empties into 2-24" RCP culverts where it crosses under 4th street and into a 42" RCP which has a less than 5-year design capacity. The 4th and School stormwater project include ditch and culvert improvements to increase the system capacity and accommodate the 100-year event. The upstream stormwater improvements from the previous Phase I work, which primarily consisted of the installation of storm sewer and inlets on 2nd street between High street and McKee avenue, will tie into this new system installed during phase 2.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 4th and School stormwater project was advertised. Six proposals were received, and bids were opened on September 3, 2020 with D & E Plumbing and Heating Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-159 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance needs to be approved on an Emergency Basis in order to begin construction as soon as possible, during the dry winter months, and ahead of the spring rains.

COUNCIL BILL NO. 2020-159 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D & E Plumbing & Heating Inc., in the amount of One Million One Hundred Thirty-Nine Thousand Thirty-Two and 80/100 Dollars ($1,139,032.80) for construction of the 4th and School Storm Drainage Improvements, Phase II project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said construction agreement by and between the City of Joplin and D & E Plumbing & Heating Inc., in the amount of One Million One Hundred Thirty-Nine Thousand Thirty-Two and 80/100 Dollars ($1,139,032.80) for construction of the 4th and School Storm Drainage Improvements, Phase II project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this ordinance needs to be approved on an Emergency Basis in order to begin construction as soon as possible, during the dry winter months, and ahead of the spring rains.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-159

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

_____

Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: 4th and School Storm Drainage Improvements, Phase II

DATE OF BID OPENING: September 3, 2020 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$1,340,000.00
D & E Plumbing & Heating, Inc.	**$1,139,032.80**
G&G Construction Company, Inc.	$1,225,296.46
Sproul's Construction, Inc.	$1,412,840.00
Jeff Asbell Excavating and Trucking, Inc.	$1,443,967.00
Branco Enterprises, Inc.	$1,462,283.50
Goins Enterprises, Inc.	$1,516,859.45

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: D&E Plumbing and Heating, Inc. Address: 1112 N. Falcon Crest Court Nixa, MO 65714	
Attention: Steven Martinez, E.I.		Attention: Steve Eoff	
Department: Public Works		Phone: 417-725-5300	Fax:
Phone: 417-624-0820	Fax:		

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

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

4th & SCHOOL STORM DRAINAGE IMPROVEMENTS (TSO612) PHASE II

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

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

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100

Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of of One Million One Hundred Thirty-Nine Thousand Thirty-Two & 80/100 Dollars ($1,139,032.80) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal

funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.
   a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
   d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
   e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

8. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Liability and Indemnity.

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

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

    c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

    h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

    i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

    j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties

shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

20. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million One Hundred Thirty-Nine Thousand Thirty-Two & 80/100 Dollars ($1,139,032.80), said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

31. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR

funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

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

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor 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 Contractor 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 his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially

uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and 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 area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as

employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

45. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work

authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 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.

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

51. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

52. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other

relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

55. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

56. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. 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.

59. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

60. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CONTRACTOR

By: D&E Plumbing and Heating, Inc.

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

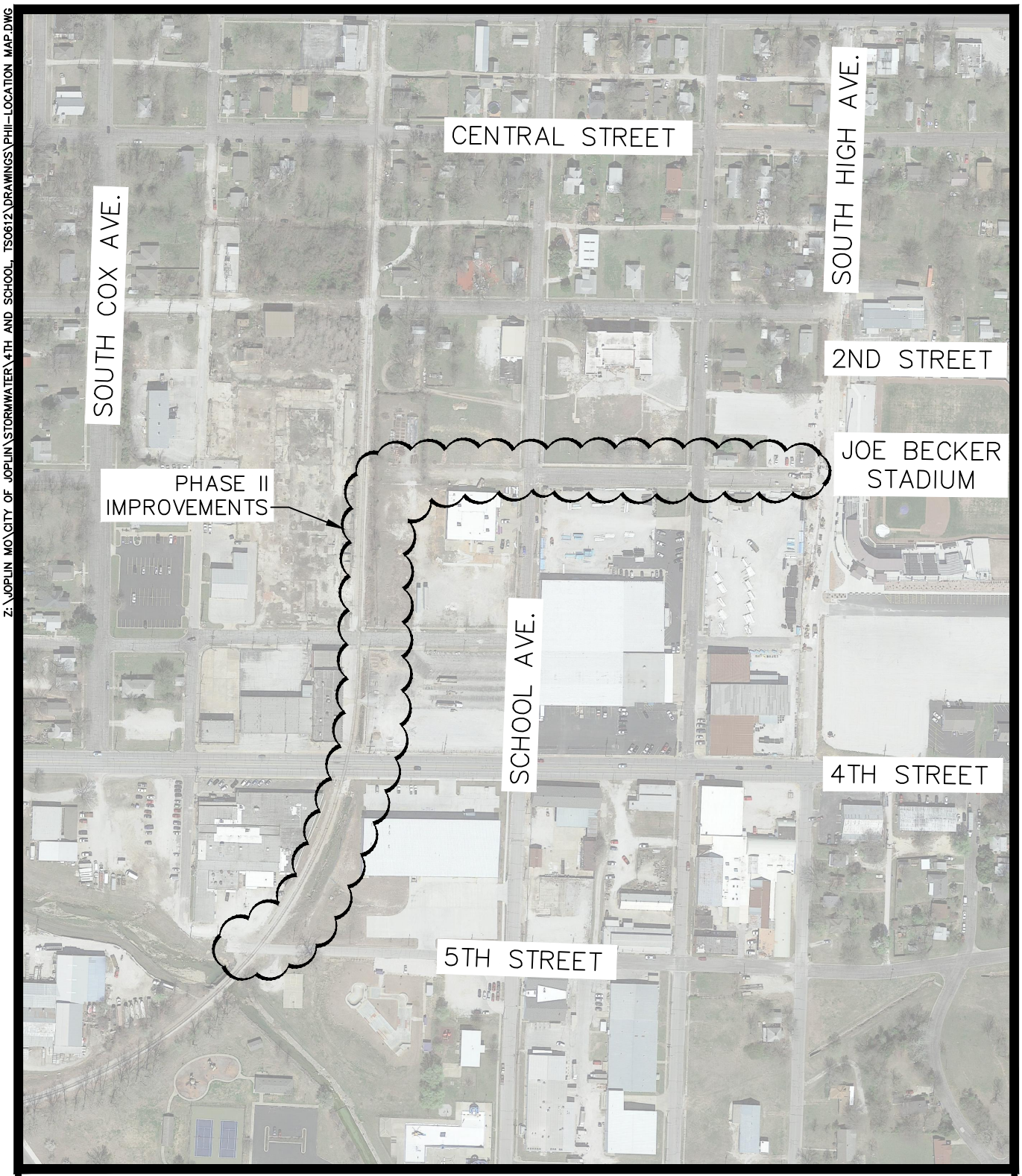
APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____
Troy Bolander, Planning & Community Development Director

Z:\JOPLIN MO\CITY OF JOPLIN\STORMWATER\4TH AND SCHOOL, TSO612\DRAWINGS\PHII-LOCATION MAP.DWG



LOCATION MAP

N

LOCATION MAP 4TH AND SCHOOL STORM DRAINAGE IMPROVEMENTS PHASE II
JOPLIN, MISSOURI 09/09/2020

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-161 Authorization to accept a Reimbursable Agreement from the Department of Transportation, Federal Aviation Administration, (FAA) to provide FAA design, review and construction oversight for Navigational Aids (NAVAIDS) during the Reconstruction of Runway 18-36 on Joplin Regional Airport (JLN) at Joplin, Missouri; and containing an emergency clause.

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-161 Ordinance; FAA Reimbursable Agreement; Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Reimbursable Agreement provides funding for the FAA to establish services for Engineering and Construction Support of the NAVAIDS for the Runway 18-36 Reconstruction at Joplin Regional Airport (JLN) The amount of the agreement is One Hundred Seventy-Seven Thousand Eight Hundred Fifty-Nine and 42/100 dollars ($ 177,859.42) and is provided in accordance with the FAA approved project consisting of the Reconstruct of Runway 18/36 and Replace Adjacent Runway Lights.

The Joplin Regional Airport/City of Joplin must prepay the FAA an advanced payment which will be held as a noninterest bearing deposit. Such advanced payment must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advanced payment and, as appropriate, a refund or final bill will be sent to the sponsor.

BACKGROUND
The NAVAIDS at the Joplin Regional airport are owned and maintained by the FAA.
As per this agreement, the FAA will perform the following activities: 1. Provide technical assistance to the Airport to enable us to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project. 2. Provide applicable FAA directives, specifications, drawings, and other information required to assist the Airport in designing and preparing the site-specific plans and specifications for the project. 3. Perform engineering design reviews of the Airport's construction and installation activities in support of the Sponsor's project.

FUNDING SOURCE
Federal Aviation Administration Grant

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet FAA Guidelines for grant acceptance.

COUNCIL BILL NO. 2020-161 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a reimbursable agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) to provide advanced payment to the FAA for design, review and construction oversight of the Navigation Aids (NAVAIDS) during the Reconstruction of Runway 18-36 at the Joplin Regional Airport (JLN); 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 Federal Aviation Administration to be paid in advance, not to exceed the amount of One Hundred Seventy-Seven Thousand Eight Hundred Fifty-Nine and 42/100 dollars ($177,859.42) for services of Engineering and Construction Support for the NAVAIDS during the Reconstruction of Runway 18-36 at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein; is hereby approved.

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

Section 3. That upon the final approval, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the FAA shall be paid in advance from the Airport fund.

Section 4. That the City of Joplin declares that this ordinance dealing with general appropriation is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to meet FAA Guidelines for grant acceptance.

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

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

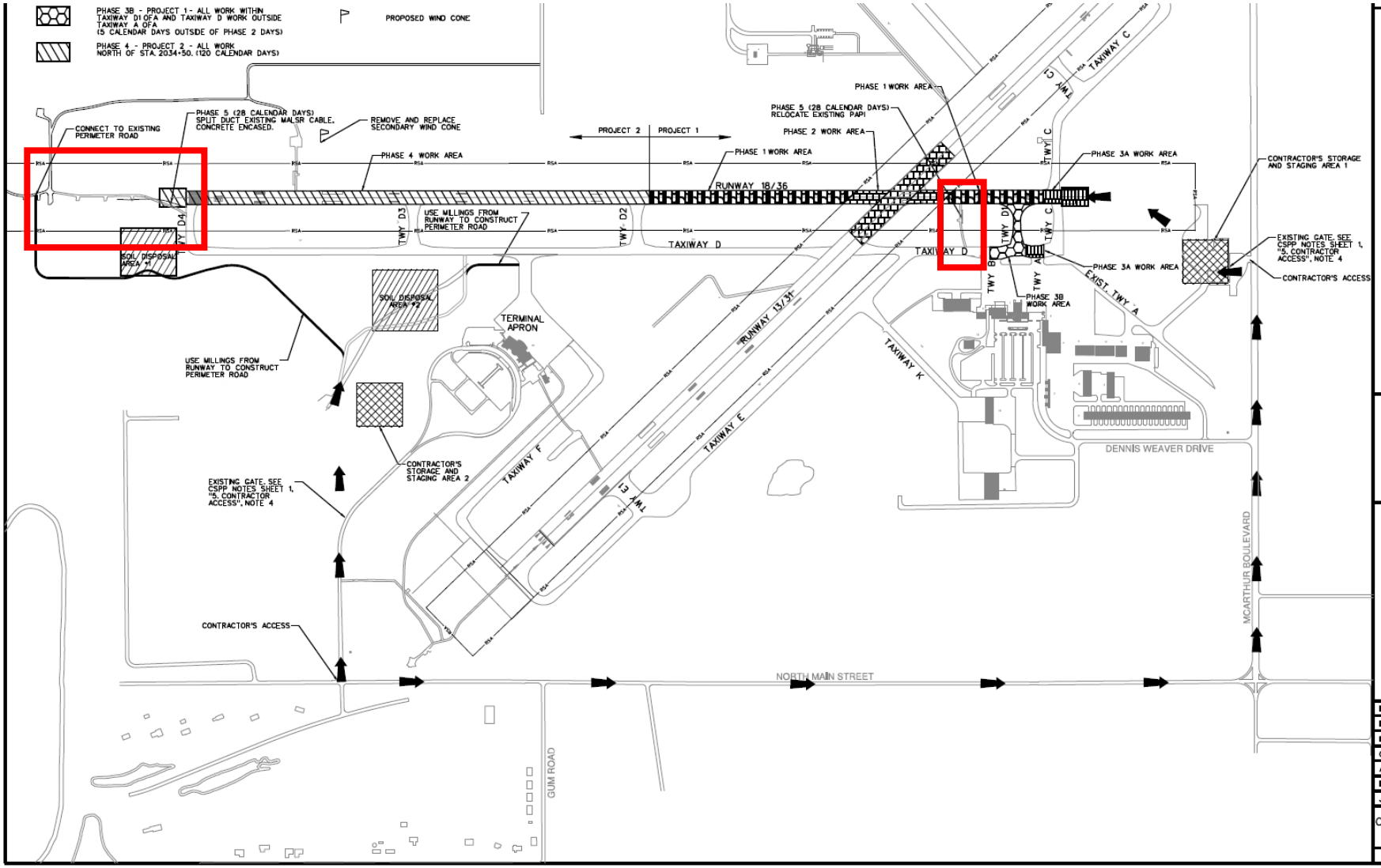
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance



JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

RECONSTRUCT RUNWAY 18-36

STATE OF MISSOURI
THOMAS W. MORRIS
NUMBER PE-2014000963
PROFESSIONAL ENGINEER
Thomas W. Morris Jr.

CMT

©Copyright CMT, Inc.
PH: 314.984.9800 FAX: 314.984.9801
PROFESSIONAL ENGINEERING • 000631

AIP PROJECT – 3-29-0037-043

FILE:	SFILES$
DESIGN BY:	TWM
DRAWN BY:	KSW
CHECKED BY:	TCS
APPROVED BY:	TCS
DATE:	APRIL 7, 2020
JOB No:	190920100

CONSTRUCTION ACTIVITY PLAN - OVERALL

SHEET 8 OF 129 SHEETS

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF JOPLIN
JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Joplin, Missouri (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the City of Joplin, Missouri.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA design review and construction oversight for the Sponsor's project to reconstruct Runway 18-36 on Joplin Regional Airport (JLN) at Joplin, Missouri. This project will include the following:

1. Installation of a 190' runway blast pad adjacent to the Runway 18 (JQX) Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) and Runway edge lights, protecting Runway 18 MALSR power cables with split-duct under the blast pad;
2. Remove the access road for Runway 18 and 36 Precision Approach Path Indicator (PAPI) from the edge of the Runway to the PAPI;
3. Increase the Runway 36 PAPI height due to proposed runway elevation increase;
4. Grading in the Localizer Critical Area for Runway 18.

The FAA will provide design reviews and construction oversight for the following:

1. Runway 18 MALSR power cables protection with split-duct under the blast pad, and the removal or relocation of the Runway 18 MALSR access road affected by the Runway 18 blast pad construction;
2. Removal of the Runway 18 and 36 PAPI's access roads between the PAPI and the edge of the runway;
3. Adjustment of Runway 36 PAPI height due to elevation change;
4. Flight Check for Runway 36 PAPI and Runway 18 Localizer.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

FAA Engineering and Construction Support for the Runway 18-36 Reconstruction at Joplin Regional Airport (JLN)

B. The FAA will perform the following activities:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.

2. Provide applicable FAA directives, specifications, drawings, and other information required to assist the Sponsor in designing and preparing the site specific plans and specifications for the project.

3. Perform engineering design reviews of the Sponsor's construction and installation activities in support of the Sponsor's project. Review the Sponsor's design plans for the relocation of the Runway 18 MALSR access road, removal of the Runway 18 PAPI access road, and removal and re-installation of the Runway 36 PAPI. The FAA will provide three review cycles, one each at 50%, 90%, and 100%. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% submission. The Sponsor's design plans and specifications are not final until the FAA Contracting Officer has notified the Sponsor in writing that all of the FAA's comments, suggestions, and

requirements have been incorporated into the design plans and specifications. No work may begin that affects FAA facilities until the design plans and specifications are final.

4. Electronically locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.

5. Perform an Environmental Due Diligence Audit (EDDA) for FAA F&E facilities associated with this project.

6. Provide a Resident Engineer (RE) to oversee all construction phases of the project necessary to protect services to affected FAA facilities, systems, and equipment. No work will be accepted unless performed under the oversight of the RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact FAA facilities, systems, equipment, and their infrastructures. In furtherance of these responsibilities the RE will:

    a. Be the FAA's primary point of contact for the Sponsor to ensure that all necessary information is coordinated with the appropriate FAA parties;
    b. Ensure all reasonable efforts are made to minimize the impact to FAA operations and existing facilities;
    c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed;
    d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, or the drawings, and of any delays in the schedule;
    e. Keep a construction diary and provide weekly status reports on the FAA facilities, systems, and equipment affected by the project; and
    f. Ensure compliance with all FAA rules, regulations, orders, standards, requirements, and agreements;
    g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete; the splicing, connecting, and testing of all FAA field cables; and the exothermic welding of grounding, bonding, and lightning protection connections; and
    h. Provide RE services during all construction phases of the project necessary to establish or restore services to affected FAA facilities, systems, and equipment.

    The RE does NOT have authority to:

    a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor;

b. Act as the contractor's foreman or perform any other duties for the contractor or sponsor;
c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor; or
d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

7. Review and approve the "As-Built" drawings submitted by the Sponsor for that portion of the construction project that includes FAA facilities, systems, equipment, or infrastructure.

8. Participate with the Sponsor in all Contractor Acceptance Inspections (CAIs) and Joint Acceptance Inspections (JAIs) of all FAA impacted facilities for the purpose of identifying any deficiencies or corrections required (these are also referred to as "exceptions").

9. Participate in, coordinate, and perform all activities associated with the restoration of all affected FAA facilities, systems, and equipment.

10. **Execute these activities for Runway 18 MALSR:**

    a. Review the Sponsor's engineering designs for the runway blast pad adjacent to the Runway 18 MALSR;
    b. Perform construction oversight, inspect and technically support the Runway 18 MALSR power cables protection with split-duct under the blast pad;
    c. Inspect and technically support the removal or relocation of access roads where required due to blast pad construction for the Runway 18 MALSR;

11. **Execute these activities for Runway 36 PAPI:**

    a. Review the Sponsor's engineering designs for the removal and reinstallation of the PAPI lamp housing assemblies (LHA's);
    b. Perform construction oversight, inspect and technically support the removal, reinstallation and alignment of the existing PAPI;
    c. Verify Air-to-Ground/Ground-to-Ground controls function properly;
    d. Inspect and provide technical support for the final grading of the site;
    e. Inspect and provide technical support for the removal of Runway 18 and 36 access roads from the PAPI to edge of the runway;
    f. If required by proposed grading changes inspect and provide technical support for the construction of maintenance pads, and walkways where required;
    g. If required by proposed grading changes inspect and provide technical support for the reconstruction of LHA foundations;
    h. Coordinate and participate in adjustment and flight check operations with the Sponsor.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities outlined in this Agreement;

2. Prior to the commencement of any construction, the Sponsor must grant necessary land rights and enter into or modify a no-cost land Memorandum of Agreement (MOA) with the FAA for identified facilities (new or relocated) for a 20-year term. The land rights granted within airport boundaries are to include, but not limited to essential land sites, and associated easements for any access road, cable route and/or restricted critical areas. The Sponsor must have an all land rights no-cost Memorandum of Agreement, including easements, fully executed between the Sponsor and the FAA prior to the commencement of any construction under this agreement. Also, each party has responsibilities to remediate all identified hazardous substance contamination defined in provisions of the MOA.

3. Facilitate, document, and mitigate issues identified by the FAA in a timely manner;

4. Coordinate schedule and construction sequencing plan with the FAA Construction/Installation Center before finalizing it to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:

    a. Construction bid;
    b. Construction award;
    c. Construction start;
    d. Dates for work on buried infrastructure the FAA is to assume;
    e. Construction complete;
    f. Overall construction sequencing schedule, to include FAA facilities; and
    g. Runway commissioning dates.

5. Survey and provide drawings of areas involved with FAA work including all equipment critical or image forming areas.

6. Provide to the FAA detailed information, exhibits, diagrams, drawings, photographs, plans, elevations, coordinates and heights for all of the proposed, planned, or related projects at the airport.

7. Submit Airspace Obstruction Evaluations for the proposed location of all impacted FAA systems and shelters and any construction activities requiring separate review and approval.

8. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of any construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the Obstruction Evaluation/Airport

Airspace Analysis website. This form may also be used to notify the FAA of any changes to the project schedule.

9. Provide to the FAA three sets of ANSI size "D" design drawings of the project's plans and specifications in hard-copy and electronic drawing file, using Microstation format for the FAA's coordination and review at the 50%, 90%, and 100% design phases. Provide the FAA 100% design phase plans and specifications in electronic file, using Microstation format. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% submission. Within 21 working days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the FAA a written response to each of the FAA's comments, suggestions, and requirements. The FAA Contracting Officer will notify the Sponsor in writing when the drawings and specifications are final. No work may proceed that affects operational FAA facilities until the drawings and specifications are final.

10. Complete design and construction in accordance with all FAA, state, and local requirements.

11. Complete the contract, offer, and award process for the construction phase of the project using FAA-approved plans and specifications for FAA impacted facilities.

12. Before starting any construction, provide 3 copies of each construction package to:

    FAA NAVAIDS
    Engineering and Construction/Installation Center
    Attn: Matt Sibert
    AJW-2C14H, Manager
    901 Locust St.
    Kansas City, MO 64106
    Phone: 816-329-3536
    Email: Matt.Sibert@faa.gov

13. Provide to the FAA final project plans and specifications as soon as they are issued. The complete/finalized project plans and specifications shall be provided to the FAA no later than 30 days prior to the start of the construction project. The complete/finalized project drawings and plans and specifications shall be sent to the NavAids Engineering Center address. No work may be performed that affects any FAA systems or facilities until copies of the final drawings are fully approved, signed, and returned to the Sponsor. Advise the FAA of any proposed changes before and during construction.

14. Execute these activities for the Runway 18 MALSR:

a. Construct split-duct banks under the Runway 18 blast pad to protect the Runway 18 MALSR power cables;
b. As necessary relocate or remove access roads for the Runway 18 MALSR affected by the Runway 18 blast pad installation.

15. **Execute these activities for Runway 36 PAPI**:

    a. Submit engineering designs for FAA review and approval for the removal and reinstallation of the PAPI LHA's;
    b. Remove and reinstall PAPI LHA's and mounting hardware per approved drawings;
    c. Aim PAPI LHA's and set tilt switch;
    d. Provide and install power cables, and control cables including intra-cabling and grounding conductors;
    e. All power and control cable shall be tested for insulation resistance per the FAA specifications in the presence of the FAA RE;
    f. Verify that the PAPI will operate normally in local and remote control. Test the photocell;
    g. Construct final grading of new sites, removing access road from the Runway 36 PAPI to the runway;
    h. Participate in the adjustment and flight inspection activities;

16. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no less than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

17. Verify marked FAA power and control cables by hand digging at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.

18. Provide copies of all critical shop drawings, as required.

19. Notify the FAA NAVAIDS Construction & Installation Manager – Kansas City, Matt Sibert, via email at: Matt.Sibert@faa.gov, at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE authorized to change any term or condition of the Agreement without the FAA Contracting

Officer's written authorization. Any work performed on FAA infrastructure in the absence of an FAA RE shall be documented with photographs and an explanation of what was done and why the work could not wait for the FAA RE to be present and provided the RE upon his/her return.

20. Ensure its Contractor maintains an adequate inspection system and performs work in accordance with the requirements of this Agreement. The Sponsor's contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

21. Participate in a joint inspection of the relocated FAA facilities and prepare a plan for the correction of any items identified as not acceptable to the FAA.

22. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.

23. For any items completed by the FAA, the Sponsor will pay the FAA in advance.

24. Provide information on hazardous materials and other environmental conditions that may impact the relocated FAA facilities, including previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property.

25. Provide the FAA unencumbered access to all site areas.

26. Provide to the FAA at the time of the CAI all warranty information and documentation on the FAA facilities, systems, and equipment work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.

27. Establish or modify electrical service for any FAA facilities, equipment and systems incorporated in this project and pay for any one-time costs incurred. Also, the Sponsor shall pay any recurring utility charges until the project is completed and accepted by the FAA. The Sponsor must notify the FAA at the end of the project and provide the following essential information, so that FAA can initiate the transfer of the electrical service account:

    a. Name, address, and phone number of local electrical service supplier;
    b. Service address, meter number, and account number; and
    c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges.

28. Provide a secure and weather-protected dry storage site or facility as required for all FAA equipment once the equipment is removed from its existing location until the equipment is reinstalled or reclaimed.

29. Provide the FAA three sets of ANSI size “D” of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using Microstation format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the “As-Built” drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the “As-Built” drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

30. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

31. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Vinh Nguyen is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4618 or via email at Vinh.Nguyen@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Central Service Area, Kansas City NavAids Engineering Center will perform the scope of work included in this Agreement. Matt Sibert is the Kansas City NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (816) 329-3536 or via email at Matt.Sibert@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at Brad.Logan@faa.gov.

Sponsor:

City of Joplin
Steve Stockam – Joplin Airport Manager
602 S Main Street
Joplin, MO 64801
(417) 623-0262
sstockam@joplinmo.org

Sponsor's Engineering Contact:
Tom Morris – CMT Senior Aviation Engineer
One Memorial Drive, Suite 500
St. Louis, MO 63102
(314) 751-9080
tmorris@cmtengr.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional

documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	$59,050.00
WB4030 Environmental	$14,500.00
Labor Subtotal	$73,550.00
Labor Overhead	$11,645.42
Total Labor	**$85,195.42**
Non-Labor	
WB4020/4050 Travel	$11,300.00
WB4050 Resident Engineer	$50,000.00
WB4070 Flight Check	$19,500.00
Drafting	$5,000.00
Non-Labor Subtotal	$85,800.00
Non-Labor Overhead	$6,864.00
Total Non-Labor	**$92,664.00**
TOTAL ESTIMATED COST	**$177,859.42**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the

FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Joplin
Steve Stockam – Joplin Airport Manager
602 S Main Street
Joplin, MO 64801
(417) 623-0262
sstockam@joplinmo.org

A. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

B. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the

amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its

behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF JOPLIN, MISSOURI**	
SIGNATURE		SIGNATURE	
NAME	Bradley K. Logan	NAME	Steve Stockam
TITLE	Contracting Officer	TITLE	Joplin Airport Manager
DATE		DATE	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-452 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-452 Ordinance and the DHSS Program Services Contract.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding to assist in planning and implementing adult flu vaccination clinics.

BACKGROUND
The city health department annually provides flu vaccinations to residents of the city. Vaccinations are administered at clinics held at the health department as well as at outside remote clinics. Vaccinations to prevent annual flu will be of increased importance this year due to the ongoing COVID-19 Pandemic. Reducing the incidence of flu in the community will diminish the confounding issue of similar symptoms between the flu and COVID-19 as well as the possibility of individuals contracting multiple illnesses.

The period for this agreement is September 1, 2020 through February 28, 2021 and the reimbursement from this agreement is for an amount up to $15,000. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis due to funding period of the grant.

COUNCIL BILL NO. 2020-452 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Fifteen Thousand Dollars, no Cents, ($15,000.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of September, 2020, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
49305	INCREASING ADULT INFLUENZA VACCINATION RATES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
9/1/2020	2/28/2021	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

Increasing Adult Influenza Vaccination Rates

1. GENERAL

1.1 The contract amount shall not exceed **$15,000** for the period of September 1, 2020 through February 28, 2021.

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

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

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

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

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

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

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

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

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

Bureau of Immunizations
Valarie Seyfert
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570
573-751-6124
Valarie.Seyfert@health.mo.gov

2. PURPOSE

2.1 The Immunizations and Vaccines for Children Cooperative Agreement funding is designed to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.

2.2 The purpose of the Increasing Adult Influenza Vaccination Rates Project is to provide reimbursement of administrative fees associated with immunizing through mass vaccination clinics and time spent conducting outreach provided by the **Joplin City Health Department** (hereinafter the Contractor).

3.0 Definitions

3.1 Target population –

3.1.1 Adults at higher risk from COVID-19

3.1.2 Staff and Residents of long-term care facilities, assisted living centers, nursing homes, adult daycares

3.1.3 Adults with underlying illnesses

3.1.4 African American Adults

3.1.5 Adults who are part of critical infrastructure (grocery workers, certain manufacturing and food worker plants, etc.)

3.2 Partner organizations -

3.2.1 Community Health Centers

3.2.2 Federally Qualified Health Centers

3.2.3 Pharmacies

3.2.4 Long-Term Care Facilities, Assisted Living Centers, Nursing Homes

3.2.5 Adult Daycares

3.2.6 Senior Centers

3.2.7 First Responder Organizations

3.2.8 Non-Traditional Providers

3.2.9 School Districts

4. DELIVERABLES AND OUTCOMES

4.1 The Contractor shall hold off-site vaccination clinics to administer influenza vaccine to individuals in the target population at a place which differs from their local health department offices, which could include:

4.1.1 Curbside Vaccination Clinics

4.1.2 Drive-thru Vaccination Clinics

4.1.3 College Campus Vaccination Clinics

4.1.4 Onsite at partner organizations

4.2 If the Contractor does not administer vaccine services, then the Contractor must partner with a community organization that does administer vaccine services to the target population.

4.3 The Contractor shall conduct outreach activities to schedule clinics.

4.4 The number of hours for scheduling clinics shall not exceed twenty percent (20%) of one month's total hours invoiced.

4.5 The Contractor shall submit a plan of how the funds will be utilized upon return of the signed contract by submitting the Funding Plan, Exhibit 1, which is attached hereto and is incorporated by reference as if fully set forth herein.

5. REPORTS

5.1 The Contractor shall use ShowMeVax, a DHSS approved electronic health record interface, or paper forms to be emailed, to report doses administered within 7 days.

Detailed instructions for reporting will be provided to the contractor within 7 days of the execution of this contract.

5.2 The Contractor shall submit with the invoice a summary of outreach activities accompanied by the time spent.

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

5.4 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Division of Community & Public Health, Bureau of Immunizations.

6. BUDGET AND ALLOWABLE COSTS

6.1 The Department will pay the Contractor a firm, fixed price of $29.21 per hour for each registered nurse or $19.76 per hour for each licensed practical nurse or $15.08 per hour for each medical assistant or $27.14 for communicable disease specialists or $34.76 for senior-level management staff upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

6.1.1 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

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

6.3 The Contractor shall forgo seeking financial reimbursements of any kind from another source such as third party payers and/or individuals receiving influenza vaccine through this effort.

6.4 No travel expenses will be reimbursed.

7. INVOICING AND PAYMENT

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

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

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

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

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

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

7.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Immunizations
Tanya McMillan
P.O. Box 570
Jefferson City, MO 65102-0570

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

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

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

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

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

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

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

7.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

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

8. AMENDMENTS

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

9. MONITORING

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

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

10. DOCUMENT RETENTION

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

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

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

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

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

11. CONFIDENTIALITY

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

11.2 The Contractor shall comply with provisions of Attachment D, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

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

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

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the

Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

14. AUTHORIZED PERSONNEL

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

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal

Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 2 must be submitted prior to an award of a contract.

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

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

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

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

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

15. TERMINATION

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

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

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

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

15.1.4 By request of the Contractor.

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

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

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

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for

services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

16. SUBCONTRACTING

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

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

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

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

16.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state,

federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

1.12 Equipment

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

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (07-17)

I. BUSINESS ASSOCIATE PROVISIONS:

a. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

i. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

ii. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

iii. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

iv. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

b. Permitted Uses and Disclosures of Protected Health Information by the Contractor:

i. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

ii. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

iii. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

iv. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

v. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

vi. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

vii. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

viii. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

c. Obligations and Activities of the Contractor:

i. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

ii. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

II. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

III. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

IV. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

V. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

VI. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

i. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

ii. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

iii. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health

and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

iv. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

v. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

vi. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

vii. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

viii. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

ix. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

x. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

xi. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

xii. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

xiii. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

xiv. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

b. Obligations of the State Agency:

i. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

ii. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

iii. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

iv. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

c. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

i. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

d. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Funding Plan

EXHIBIT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking # 49305 **State:** 0% $0.00 **Federal:** 100% $15,000.00

Contract Title: INCREASING ADULT INFLUENZA VACCINATION RATES

Contract Start: 9/1/2020 **Contract End:** 2/28/2021 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 93.268 **Research and Development:** N

CFDA Name: IMMUNIZATION COOPERATIVE AGREEMENTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 6NH23IP922606-01

Federal Award Name: CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN

Federal Award Year: 2020 **DHSS #:** IP922606-02I **Federal Obligation:** $15,000.00

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

Project Description:

to support efforts to plan, develop and maintain a public health workforce that helps assure high immunization coverage levels, low incidence of vaccine-preventable diseases, and maintain or improve the ability to respond to public health threats.

COUNCIL BILL NO. 2020-608 **ORDINANCE NO. 2020-xxx**

AN ORDINANCE authorizing the acceptance of a grant from the Missouri Department of Economic Development, Show Me Strong Destination Marketing Organization (DMO), Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help the City of Joplin resume normal business operations and restore economic activity statewide in response to the COVID-19 public health emergency; authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

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 and the Missouri Department of Economic Development, Show Me Strong Destination Marketing Organization (DMO), Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") not to exceed the amount of Forty-One Thousand Nine Hundred Two Dollars and No Cents ($41,902.00); a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenues and appropriations by the total amount of Forty-One Thousand Nine Hundred Two Dollars and No Cents ($41,902.00).

Section 4. 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 5. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2020-608. Authorizing the acceptance of a grant from the Missouri Department of Economic Development, Show Me Strong Destination Marketing Organization (DMO), Coronavirus Aid, Relief, and Economic Security (CARES) Act.

MEETING DATE:

Monday, September 21, 2020.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

Visit Joplin MO (Joplin CVB) has been awarded reimbursable grant funding, not to exceed the amount of Forty-One Thousand Nine Hundred and Two and no/100 dollars ($41,902), for marketing and promoting Joplin as well as the use health and safety guidelines, in response to the COVID-19 public health emergency. Additional funding is available for equipment and supplies for assuring the consistent operations should the pandemic disruption normal operations again.

BACKGROUND:

U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security ("CARES") providing more than $2 trillion in economic relief of which the Missouri Department of Economic Development made a portion of the State's percentage available to statewide DMOs (Destination Marketing Organizations). The Show Me Strong grant offers reimbursement of eligible expenses incurred for the promotion and resumption of tourism-related activities, as well as steps taken to ensure implementation of health and safety guidelines, in response to the COVID-19 public health emergency, that were not accounted for in the organization's most recently approved budget. The grant funding is for the DMO's core marketing mission to attract guests, while having a significant impact on Missouri's economy by creating incremental visitations, resulting in incremental visitor spending in the 45-tourism-related business classifications.

FUNDING SOURCE:

FY2020 budget will be amended with this council bill.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends approval of this agreement and allowing the City Manager to sign.

ATTACHMENTS:

Council Bill No. 2020-608, Missouri Department of Economic Development agreement.

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

Coronavirus Aid, Relief, and Economic Security (CARES) Act Program Agreement

Show Me Strong Destination Marketing Organization (DMO) Funding Grant

The Missouri Department of Economic Development ("DED"), an executive agency of the State of Missouri ("State"), and Visit Joplin MO ("Grantee" or "Recipient," and together with DED, the "Parties," and each a "Party"), enter this Program Agreement ("Agreement") for the CARES Act Show Me Strong Destination Marketing Organization ("DMO") Funding Grant Program ("Program") on this 27th day of August, 2020, stating and agreeing as follows:

WITNESSETH:

WHEREAS, the U.S. Congress passed, with overwhelming bipartisan support, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act (Pub.L. 116—136), which was signed into law on March 27, 2020, and provides more than $2 trillion in economic relief, and the State received funds pursuant to Title VI of the Social Security Act, as added by 55001 of the CARES Act;

WHEREAS, the CARES Act reflects the federal government's commitment to the public purposes of protecting the American people from the public health and economic impacts of the Coronavirus Disease 2019 ("COVID-19") public health emergency, in part by providing fast and direct economic assistance for American workers, families, and small businesses, and preserving jobs for American industries;

WHEREAS, the State received CARES Act funding and has authorized and empowered DED to provide grants to DMOs for the purposes of resuming normal business operations and restoring economic activity statewide by reimbursing eligible expenses incurred for the promotion and resumption of tourism-related activities, as well as steps taken to ensure implementation of health and safety guidelines, in response to the COVID-19 public health emergency; such DMOs, through their core marketing mission, have a significant impact on Missouri's economy by creating incremental visitation and the resulting incremental visitor spending in the 45 tourism-related business classifications;

WHEREAS, the CARES Act requires that the State limit its grant payments to only those costs that were necessary expenditures incurred due to the COVID-19 public health emergency and, for funds provided to a government, that were not accounted for in the budget most recently approved as of March 27, 2020; further, the State must expend all grant funds for eligible costs expended during the period that began on March 1, 2020, and the State is required to make all grant payments on or before December 30, 2020;

WHEREAS, Grantee has submitted to DED an application ("Application") that meets the purposes and requirements of the Program;

WHEREAS, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and,

NOW, THEREFORE, in consideration of the promises and the mutual representations, covenants, and agreements herein contained, the Parties do hereby represent, covenant, and agree as follows:

1. Definitions. As used in this Agreement, capitalized terms have the meanings ascribed in the preceding recitals and as follows:

    1.1. "Affidavit" means the Grantee's sworn affidavit required by 5 285.530 RSMo affirming a business entity's enrollment and participation in a federal work authorization program for its employees and affirming that it does not knowingly employ any person who is an unauthorized alien.

    1.2. "Application" means the Grantee-completed Program application, as provided by DED, and including accompanying and supporting documentation.

    1.3. "Approval Letter" means the unique letter from DED to Grantee informing Grantee of Grantee's conditional approval to participate in the Program and specifying the maximum total Grant award dollar amount potentially available to Grantee under the Program.

    1.4. "Default Event" has the meaning set forth in section 5 of this Agreement.

    1.5. "Eligible Expenses" means expenses defined under the Program, the Guidelines, and the Guidance as reimbursable by the Grant.

    1.6. "Grant" means any CARES Act funds made available by the State or DED to the Grantee pursuant to the Program and in response to the Application.

    1.7. "Guidance" means CARES Act guidance, frequently answered questions and responses, or any other current or prospective publications by the U.S. Treasury interpreting the CARES Act and setting forth lawful uses for CARES Act funds, including expenses defined as reimbursable.

    1.8. "Guidelines" means the current or prospective guidelines published by DED for the Program.

    1.9. "Ineligible Expenses" means expenses not reimbursable by the Grant under the Program, the Guidance, or the Guidelines; expenses not timely requested; expenses for which insufficient explanation or documentation is provided; and expenses for which reimbursement is not requested in accordance with the submission instructions established by the Program;

    1.10. "Request for Reimbursement" means the Program-specific form, including accompanying and supporting documentation, completed by Grantee, and submitted to DED, to request a Grant payment.

2. Grant Disbursement. Upon review and approval of Grantee's Request for Reimbursement, DED shall reimburse Grantee's Eligible Expenses in an amount not to exceed the amount stated in the Approval Letter: $41,902, which Approval Letter is incorporated into this Agreement by reference as Exhibit A. DED shall not provide reimbursement for Ineligible Expenses.

3. Obligations of Grantee. Grantee shall perform the obligations of, and continues to certify as to the representations, qualifications, and eligibility of, the "Applicant" and "you" as stated in the Guidelines, which Guidelines are incorporated into this Agreement by reference as Exhibit B,

   and as stated in the Application, which Application is incorporated into this Agreement by reference as Exhibit C.

4. Promises by Grantee. Grantee makes the following promises, upon which Grantee acknowledges and intends that the State and DED have relied and will rely:

   4.1. Grantee is an eligible applicant pursuant to the Guidelines;

   4.2. Grantee will use the Grant disbursed pursuant to this Agreement only for Eligible Expenses, as stated in the Application, approved in the Approval Letter, and requested in the Request for Reimbursement;

   4.3. Pursuant to 5 285.530 RSMo, in the event the Grant is more than $5,000 and Grantee employs one or more employee, Grantee hereby affirms that it does not knowingly employ any person who is an unauthorized alien and affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended), and has provided documentation of such enrollment and participation:

      4.3.1. In the form of Grantee's eVerify Memorandum of Understanding, which is incorporated into this Agreement by reference as Exhibit D; and

      4.3.2. In the form of the Affidavit, which Affidavit is incorporated into this Agreement by reference as Exhibit E; .

   4.4. All statements and representations by Grantee in the Application, this Agreement, the Request for Reimbursement, or in any other writing delivered in connection with the performance of this Agreement, shall survive the execution and delivery thereof and shall be continuing representations unless and until revised by Grantee in a writing delivered to DED.

5. Defaults and Remedies.

   5.1. Any of the following will constitute a Default Event, the consequences of which are provided respectively:

      5.1.1. No Longer an Eligible Applicant. Grantee's ceasing to be an eligible applicant pursuant to the Guidelines, or ceasing to exist as such, in which case this Agreement will terminate automatically.

      5.1.2. Misrepresentation. Grantee's negligent or intentional provision to DED, in the Application, this Agreement, a Request for Reimbursement, or in any communication or document in connection with the Program, of any document or information that is untrue or incomplete in any material respect at the time of such provision, in which case Grantee shall forfeit and repay any funds that Grantee has received pursuant to

this Agreement, and Grantee shall have no right or claim to any Program funds. The remedy in this section shall be in addition to any other remedy available.

5.1.3. Failure to Provide Any Document or Report. Grantee's failure to provide any document or report required by the Approval Letter or the Guidelines, within the time specified, in which case Grantee, in the case of the failure to provide any document, shall have no right to receive the Grant; or, in the case of the failure to provide any report, shall have no right to retain the Grant, and shall forfeit and repay the Grant received by Grantee.

5.1.4. Unauthorized Assent. The undersigned's having executed this Agreement without authority to so act on behalf of the Grantee, in which case Grantee shall have no right or claim to the Grant and shall forfeit and repay the Grant.

5.2. The foregoing Default Events and consequences are in addition to any remedies reserved in the CARES Act General Terms and Conditions, which are incorporated in this Agreement and attached to this Agreement as Exhibit F.

6. Termination.

6.1. This Agreement shall terminate automatically on December 30, 2020, or on such final date for State CARES Act expenditures as may be established in any subsequent amendment to Title VI of the Social Security Act, as added by 55001 of the CARES Act, whichever is later.

6.2. Upon termination, Grantee shall still be required to timely submit to DED any report required by the Guidelines, and the provisions of sections 1, 4, 5, 6, 7, and 8 of this Agreement shall survive and continue in force.

7. Miscellaneous Provisions.

7.1. General Terms and Conditions. The CARES Act Grant Agreement General Terms and Conditions, attached to this Agreement as Exhibit F, are binding on Grantee, or Recipient.

7.2. Amendments. This Agreement may be amended, changed, modified, or altered only by a writing executed by the Parties.

7.3. Interpretation. In this Agreement, unless the context otherwise reasonably requires:

7.3.1. Headings are for convenience only and do not alter the interpretation of this Agreement;

7.3.2. A reference to a section, paragraph, or exhibit is a reference to a section, paragraph, or exhibit of this Agreement;

7.3.3. References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time; and

7.3.4. References to a Party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

7.4. Arms-length Agreement. All Parties to this Agreement have been represented by counsel, or have had the opportunity to be so represented. Therefore, this Agreement shall not be construed against any Party by virtue of the fact that was prepared initially by counsel for one of the Parties. DED and Grantee specifically acknowledge that each Party understands the nature, terms, and object of this Agreement.

7.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. All references herein to the Revised Statutes of Missouri, or RSMo, are to the version in effect on the date of this Agreement.

7.6. Consent to Jurisdiction; Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by execution and delivery of this Agreement, Grantee hereby irrevocably accepts, generally and unconditionally, the jurisdiction of the aforesaid courts. Grantee irrevocably consents to the service of process out of any of the aforementioned courts and in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Grantee at its address as provided in its Application, such service to become effective ten days after mailing, provided however that nothing herein shall affect the right of DED to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Grantee or any property of Grantee in any other jurisdiction and Grantee hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

7.7. No Assignment. Grantee may not assign any of its rights or obligations under this Agreement without the express written consent of DED, in its sole discretion.

7.8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

7.9. No Third-Party Beneficiaries. This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.

7.10. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.

7.11. Capacity. The signatories to this Agreement on behalf of the Parties represent that they have full capacity to sign this contract and bind their respective Parties.

7.12. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

7.13. Electronic Storage of Documents. The Parties agree that the transactions described herein may be conducted, and related documents may be stored, by electronic means.

Copies, facsimiles, electronic files, and other reproductions of original executed documents shall be

deemed authentic and valid counterparts of such original documents for all purposes described in this Agreement.

7.14. Electronic Signatures. Each Party agrees that the respective electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

8. Complete Agreement. All agreements between the Parties are contained in this Agreement, which contains the complete and exclusive statements of the agreement between the Parties as to the subjects described herein.

DEPARTMENT OF ECONOMIC DEVELOPMENT

By:

_____

Stephen Foutes, Director of the Missouri Division of Tourism

GRANTEE / RECIPIENT

By: By:

Patrick W. Tuttle, Nicholas Edwards,

Direct, Joplin CVB City Manager, City of Joplin

Index to Exhibits

The following exhibits have been incorporated by reference into this Agreement and are a part hereof as if set forth herein in their entirety:

Exhibit A: Approval Letter
Exhibit B: Guidelines (all Guidelines effective during the term of the Agreement)
Exhibit C: Application
Exhibit D: Grantee's eVerify MOU (if Grantee has requested more than $5,000 and has one or more employees)
Exhibit E: Grantee's Affidavit (if Grantee has requested more than $5,000 and has one or more employees)

The following exhibit has been incorporated by reference into this Agreement and is set forth herein in its entirety:

Exhibit F: CARES Act Grant Agreement General Terms and Conditions

Exhibit F

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant Agreement
General Terms and Conditions

These general terms and conditions ("Terms and Conditions") apply to this Agreement between DED and the Recipient for the Grant provided pursuant to the CARES Act, as administered by the U.S. Department of the Treasury ("Treasury"). These Terms and Conditions do not set out all of the provisions of the applicable laws and regulations, and they do not represent an exhaustive list of all requirements applicable to this Agreement.

As used in these Terms and Conditions, capitalized terms have the meanings ascribed in these Terms and Conditions and in the principal Agreement to which these Terms and Conditions are an exhibit.

Acceptance of Terms and Conditions

These Terms and Conditions apply directly to the Recipient. To be eligible to receive the Grant, Recipient must accept these Terms and Conditions in their entirety. This is not an exhaustive list, and Recipient must comply with any other relevant statutes, regulations, and guidance, as applicable.

Recipient's commitment to full compliance with all Terms and Conditions is material to the State's decision to disburse CARES Act grant funds to Recipient. Noncompliance with any of the Terms and Conditions is grounds for the State or the Treasury to recoup in whole or in part any grant payment to Recipient.

I. Administrative Requirements

A. Retention, Inspection, and Examination of Records; Right to Audit. Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years, starting from the date of Recipient's receipt of the final grant reimbursement payment. Representatives of Treasury, Federal Inspectors General, the Comptroller General of the United States, the State Office of Administration (OA), the State Auditor's Office, DED, or any of their designees shall have access to any pertinent books, documents, and records of Recipient in order to conduct audits or examinations, and they shall have access to the project site for one year following the date of Recipient's receipt of the final reimbursement payment. Recipient agrees to allow monitoring and auditing by Treasury, OA, DED, or their designee or representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, Recipient shall retain records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

B. Reporting of Program Performance. Recipient shall submit to DED a performance report for each program, function, or activity as specified by the Guidelines.

C. Equipment and Supplies. Recipient agrees that any equipment and supplies reimbursed pursuant to this Agreement shall be used for the performance of services consistent with this Agreement during the Agreement term or during the current COVID-19 public health emergency, whichever ends later.

1. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost $5,000 and greater.
2. Equipment and Supplies Management. Recipient's procedures for managing equipment and supplies, collectively "property," acquired in whole or in part with grant funds will, at a minimum, meet the following requirements until disposition of the property takes place:

   a. Equipment Records. Recipient must maintain equipment records that include a description of the equipment; a serial number or other identification number; the source of funding; the acquisition date, cost, and percentage of federal, state, or local government participation in the cost; the location, use, and condition of the equipment; and disposition information including the date of the disposal and sale price of the equipment.

   b. Inventory. A physical inventory of the equipment and supplies must be taken, and the results reconciled with the equipment records at least once during the term of this Agreement.

   c. Control and Safeguards. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities.

   d. Maintenance. Recipient must develop adequate maintenance procedures to keep the property in good condition.

D. Audit Requirements. If Recipient expends $750,000 or more in federal awards during Recipient's fiscal year, Recipient shall: (1) arrange for an audit as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F;" and (2) submit relevant portion(s) of the audit report to DED within 14 days of Recipient's receipt of the final audit report or its equivalent. Other portions of the audit shall be made available upon request by representatives of Treasury, Federal Inspector General, the Comptroller General of the United States, OA, the State Auditor's Office, DED, or any of their designees.

E. Conflicts of Interest. No party to this Agreement, and no officer, agent, or employee of Recipient shall participate in any decision related to this Agreement that could result in a real or apparent conflict of interest.

F. State Appropriated Funding. Recipient agrees that, for each state fiscal year included within the term of this Agreement, funding for this grant must be appropriated and made available by the Missouri General Assembly and may be subject to a gubernatorial withholding. This Agreement shall automatically terminate without damages, penalty, or termination costs if such funds are not appropriated or otherwise become unavailable. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Agreement.

G. Eligibility, Debarment, and Suspension. Recipient affirms that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV) exists). If compliance issues exist, Recipient shall disclose to DED all pending or unresolved violations noted in an NOV, administrative order, civil lawsuit, and criminal lawsuit, but only when those alleged violations

occurred in the State of Missouri. If an NOV occurs during the term of this Agreement, Recipient must notify DED immediately. DED will not make any award or payment at any time to Recipient if it is debarred or suspended under federal or state authority or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Recipient may access the federal Excluded Parties List at: www.sam.govlSAM/.

H. Restrictions on Lobbying. This paragraph applies to Recipient only if Recipient receives $100,000 or more pursuant to this Agreement. Recipient shall not receive any reimbursement pursuant to this Agreement for any expenditures to pay any person or entity for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

in accordance with the Byrd Anti-Lobbying Amendment, if Recipient makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms, Recipient shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

I. Enforcement; Non-exclusive Remedies for Misrepresentation, Fraud, and Noncompliance. In addition to other state and federal remedies available to DED, if Recipient misrepresents a material fact or commits fraud in relation to Recipient's application, this Agreement, or otherwise, with respect to any DED grant or incentive program in which Recipient is participating, or if Recipient materially fails to comply with any term of this Agreement, DED may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current Agreement;
2. Disallow all or part of the cost of the activity, action, item, or service not in compliance;
3. Temporarily withhold payment pending Recipient's correction of the deficiency;
4. Withhold further awards from Recipient; or
5. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

J. Termination, Transferability, and Closeout.

1. Termination for Cause. If DED decides to terminate the current Agreement, DED shall promptly notify Recipient in writing of such a determination and the reasons for the termination, together with the effective date. DED reserves the right to withhold all or a portion of Agreement funds if Recipient violates any term or condition of this Agreement. Termination for cause may be considered for evaluating future applications. Recipient may object in a writing submitted to DED to a termination for cause and may provide information and documentation challenging the termination.
2. Termination for Convenience. DED and Recipient may terminate this Agreement, in whole or in part, in a writing signed by them, when both parties agree that further reimbursement pursuant to this Agreement would not produce beneficial results commensurate with the further expenditure of funds or otherwise agree that termination is in the parties' best interests.
3. Transferability. This Agreement is not transferable to any person or entity.
4. Closeout. DED and Recipient remain responsible for compliance with all respective closeout requirements.

K. Signature. Recipient's signature on the application, this Agreement, and any other award or program documents signifies Recipient's agreement to all of the specific terms and conditions of this Agreement. ᵁSignature" as used in this includes Recipient's manual handwritten and electronic signature.

L. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. "Management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of the project as described in the application and as subject to the program guidelines and DED approval.

II. Statutory Requirements

Recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the DED. Failure to abide by these laws is sufficient grounds to suspend or terminate the Agreement and may be sufficient grounds to suspend or debar Recipient. By executing this Agreement, Recipient certifies that Recipient, its board of directors, and principals are in compliance with the specific federal and state laws set out below. Further, during the Agreement term, Recipient shall report to DED any instance in which Recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth in this section ll. Such report shall be submitted within 10 working days following such determination. Failure to comply with the reporting requirement may be sufficient grounds to terminate this Agreement or suspend or debar Recipient.

A. Laws and Regulations Related to Nondiscrimination

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VI' of the Civil Rights Act of 1964 found at 42 U.S.C. 52000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. 55 1681-1683 and 16851686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. 55 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 55 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

9. Title Vlll of the Civil Rights Act of 1968 (42 U.S.C. 5 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.

11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. 512101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.

13. The requirements of any other nondiscrimination statutes and regulations which may apply to this Agreement or to Recipient.

B. Federal Environmental Laws.

1. The Federal Clean Air Act, 42 U.S.C. 5 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

2. The Federal Water Pollution Control Act, 33 U.S.C. 5 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. 5 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.

4. The National Historic Preservation Act of 1966, 16 U.S.C. 5 470 et seq., as amended, relating to the preservation of historic landmarks.

C. The Hatch Act, 5 U.S.C. 5 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

D. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

E. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 5 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

F. The Flood Disaster Protection Act of 1973 (Public Law 93-234) flood insurance purchase requirements of 5 102(a), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

G. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate this act.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-609 – Approving a contract with Landworks Studio to complete a Parks Master Plan Study.

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2020-609 Ordinance; Exhibit "A" Landworks Studio Contract; Landworks Studio Bid Response; City of Joplin RFP; Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Landworks Studio to complete a Parks Master Plan Study.

BACKGROUND
The ½-cent parks/stormwater sales tax is set to expire on March 31, 2022. With voter approval, the August 2021 election will allow this tax to continue without interruption. As such a tentative timeline has been established and provided to the City Council at a previous work session. For past sales tax initiatives, staff has compiled a master plan or a needs listing as a start to the process. Council then appointed a citizen's task force to review the needs, present a final recommended project list to the council and serve to educate and garner public support for the initiative.

Like Public Works, the Parks and Recreation Department wishes to complete a master plan to develop a needs list for the ½-cent parks/stormwater sales tax renewal. The RFP was issued on July 24th with a due date of August 21st. The City staff recently completed its assessments of the bids as well as interview evaluations with the bid finalists. This is a summary of the bid evaluation process.

Summary of Bid Process:
The following eleven bids were received in response to the Parks Master Plan Study RFP:

- Cannon Design
- Confluence
- Design Workshop
- Dick Horton Consulting
- Guernsey
- Lamar Johnson Collaborative
- Landworks Studio

- LaQuatra Bonci Associates
- RDG Planning
- SWT Design
- Vireo

A city staff team was assembled to assess the bids as set forth in the RFP. The initial team was Paul Bloomberg, Jake Cowen, Greg Bertoncino, Troy Bolander, Patrick Tuttle and Leslie Haase. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the finalists were chosen for finalist interviews as described in the RFP. The top three bidders were chosen for the Parks Master Plan Study, which were Dick Horton Consulting, Landworks Studio, and SWT Design.

Finalist Process Summary:

Finalist interviews for the Parks Master Plan was held on Thursday, September 3rd. The city staff team that participated in the finalist interviews was Paul Bloomberg, Jake Cowen, Greg Bertoncino, Patrick Tuttle and Leslie Haase. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as a mixture of in-person and virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Landworks Studio had the highest final score for the Parks Master Plan Study and has submitted the best overall bid. The contract price is $129,760.

FUNDING SOURCE

This item is included in the parks/stormwater sales tax budget.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to meet the timeline for the sales tax renewal effort.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

Landworks Studio
102 South Cherry Street
Olathe, Kansas 66061
913-780-6707

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2020-RFP-06 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated August 21, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit A.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit A.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. The City agrees to pay the Consultant an amount not less than $129,760.00, but not to exceed $134,640.00 for the Parks Master Plan Study as set forth in Exhibit A.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may,

without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

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

limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

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

B. General Commercial Liability: The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

Professional Liability: The Consultant shall indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work of any subcontract thereunder (the Consultant hereby assumes full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Landworks Studio

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020-609 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Landworks Studio to complete a Parks Master Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Landworks Studio to complete a study for a Parks Master Plan, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the upcoming sales tax renewal timeline.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PARKS MASTER PLAN STUDY

city of joplin, mo

NO. 2020-RFP-06

PROPOSAL BY

landworks STUDIO

August 21st, 2020



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Cover **Letter**

City of Joplin
Mr. Paul Bloomberg
Director of Parks and Recreation
3301 West 1st Street
Joplin, Missouri 64801

August 21st, 2020

Dear Mr. Bloomberg and Review Committee:

We appreciate the opportunity to submit our qualifications for this significant and meaningful project for the City of Joplin. Landworks Studio has assembled the most qualified team to deliver a master plan for Joplin Parks and Recreation; one that will communicate your community's vision through actionable and implementable recommendations. Landworks Studio is presently working in Joplin on the Ewert Pool Study and other members of the team, SFS Architecture and Ballard*King, are currently working on the Memorial Hall Study. Our team will be able to effectively incorporate the vision from those studies into a unified Parks Master Plan Study. Proper planning will ensure that Joplin continues to serve the needs of its growing and diverse population for the next 10 years and beyond. Your willingness to leverage sales tax dollars to fund community improvements shows your City's commitment to well-planned infrastructure. Our team supports that initiative and are prepared to help your City achieve it.

Experience

+ Landworks Studio has 20 years of experience and has completed over 250 projects throughout the Midwest in just the last 10 years.
+ Our team is uniquely qualified for this project due to our experience and knowledge in master planning efforts, our current work with the City of Joplin, and our familiarity and past experience with our teammates. This same team is currently working on a Parks and Recreation Master Plan in Maryville, Missouri.

Approach/Philosophy

+ We are a team of creative and practical thinkers that has successfully developed master plans that reflect our clients goals and priorities, as well as shape communities far into the future.
+ We have the vision and experience to create the best and most innovative solutions for the City.

Collaboration

+ Many members of our team began their careers in the parks and recreation sector and we relish the opportunity to work with you and your staff to solve problems and bring improvements to you citizens.
+ We've crafted a fun and engaging public engagement strategy that will provide citizens and City staff the opportunity to determine and communicate their values and priorities.

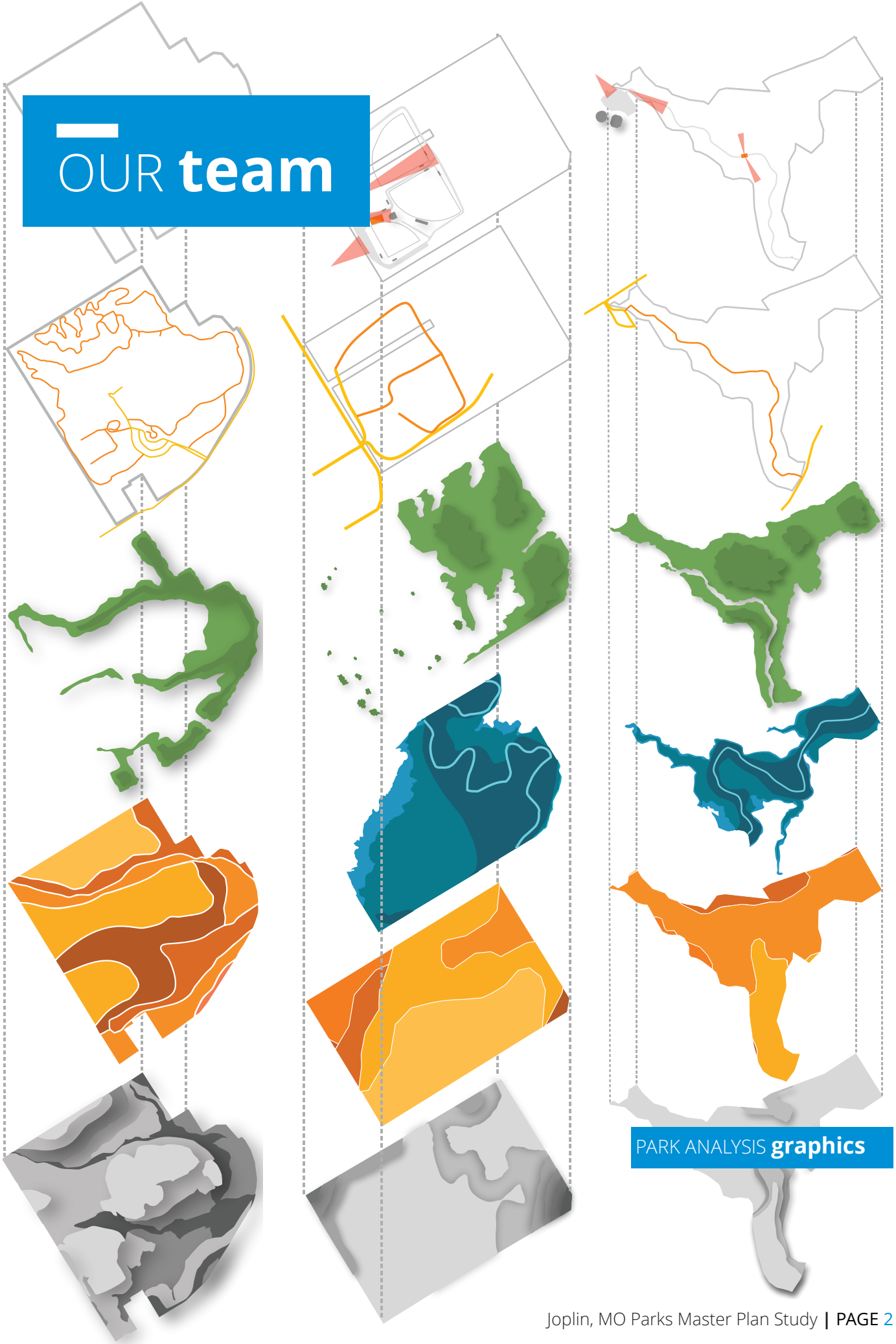
This is an important endeavor for your City and we recognize the potential for how an exemplary planning effort can energize and advance a community, can provide valuable information, and can leverage future funding and make prudent use of the currently available resources. We appreciate all the time you've taken and we look forward to hearing from you!

Sincerely,

landworks STUDIO
102 South Cherry Street
Olathe, Kansas 66061
brian@landworksstudio.com
913.780.6707

BRIAN W. C. STURM
senior landscape architect

OUR **team**



PARK ANALYSIS **graphics**



Passionately creating timeless experiences that engage, elevate and inspire.

Established in the fall of 2000, our creative and inspired team strives to create memorable places enjoyed by all people. With every line we draw, we aim to enhance the everyday, creating places where people enjoy spending time. Award-winning leaders at Landworks Studio are involved every step of the way to ensure your success.

As a landscape architecture and planning firm, we see each project as an opportunity to bridge the goals of our clients to the needs of those who live in the community. We understand that every project and client is unique, but fundamentally our goals to elevate the users' experience and provide opportunities for lasting memories are always present.

PROJECT EXPERTISE INCLUDES

- Parks Master Planning
- Parks and Recreation Master Planning
- Inclusive Public Engagement
- Community Planning
- Transportation + Streetscapes
- BMP & Sustainability
- Signage + Wayfinding
- Strategic Planning
- Branding
- Commercial + Mixed Use
- Multi-Family

firm discipline | Landscape Architecture + Planning
established | 2000
address | 102 S. Cherry St - Olathe, KS 66061
phone | 913.780.6707
web| www.landworksstudio.com
certifications | WBE, DBE, PLA, ENV-SP, LEED
awards | Received 10 awards since 2015

Contact Email
brian@landworksstudio.com

Licensed in:
Missouri, Kansas, Nebraska, Iowa

Incorporated in:
Kansas, USA

Ownership Type:
Whole/Single Ownership, LLC

> Landworks Studio excels at making **meaningful connections** with their clients and the communities in which they work in ways not typically seen in the private sector. The staff at Landworks Studio shares the values of **community-centered design,** encouraging meaningful public dialogue and truly listening to the needs of the client. The staff cares about **high quality**, yet with the focus always remaining on being **accessible**, listening to the client and being a **partner** in every sense of the word.
>
> **David D. Toland,**
> **Secretary of Commerce, State of Kansas**
> **Landworks Project: Vision Iola Community Wide Master Plan**



BALLARD king

Let's help you move forward!

Ballard*King & Associates Ltd. (B*K), a Colorado corporation, was established in 1992 by Ken Ballard and Jeff King in response to the need for market-driven and reality-based planning for parks and recreation agencies. B*K has achieved over 28 years of success by realizing that each client's needs are specific and unique. With over 70 combined years of recreation planning experience in the public, non-profit, collegiate, and private sector, our consulting firm has completed over 700 recreation facility projects in 50 states.

B*K forms a consulting team that provides a variety of pre- and post-design services for clients who are considering the development of a sports, recreation, aquatic, park, or wellness facility. From pinpointing specifics to broad visions, B*K provides services to ensure the long-term success of your project. B*K has built our reputation on telling clients what they need to hear to make sound decisions.

Specific to master planning, B*K completes demographic analysis and overlays participation rates, analyze management structures, provide funding analysis, program analysis, assist with the citizen input process and survey development, provide benchmarking recommendations, and work with clients to review and refine department's visions and goals.

B*K offers a broad range of services that can be integrated into a design team or contracted independently. All our services fall into four categories: master plans, feasibility studies, operational assessments, and short-term management solutions. Within each category there are many subsets of areas where B*K can assist clients.

By bringing practical, proven experience to a project we can accurately represent the client's best interests. B*K has a keen awareness of the impact a master plan, aquatics, sports, or recreational facility has on a community and subsequently the entity that operates it. Thanks to our extensive field experience, we can provide assistance with practical tools, an uncommon ability to see the overlooked and view your project from a wealth of expertise and knowledge.

Teamwork is a core aspect of our firm. We work together ensuring all clients are receiving the wealth of knowledge our B*K team brings. The success of any project begins with an integrated, mutually valued approach to the individual needs and goals of each client. Thus, we team with you and for you. First and foremost to B*K is our reputation of being a company of strong ethical character. Our top concern is our client's best interests and our approach is always honest and down-to-earth. We aim to help each client see the full potential of their project by providing trustworthy services to achieve their goal.

firm discipline | Recreation Facility Planning and Operations

years operating | 28

address | 2743 E. Ravenhill Circle, Highlands Ranch, CO 80126

phone | 303.470-.661

web| www.ballardking.com

BALLARD*KING & ASSOCIATES LTD
Recreation Planning and Operations Consultants



SFS architecture

Driven by Connections

At SFS Architecture, we enrich communities through meaningful collaborations and purposeful design. Design is what we do; it's what we love. And what we love most is design that is dynamic and sustainable, enduring and enriching — design that builds relationships between people, their communities and the larger environment.

For nearly 50 years, our client-focused process has resulted in architecture that connects beauty with function and our clients' vision with reality. Each project begins and ends with discovery: of an organization's unique needs; of a community's character and aspirations; of the details that spark the "big idea" behind each design.

Successful projects begin with strong relationships. We engage our clients in a collaborative dialogue throughout the process. We exchange ideas, share expertise and – above all – we listen.

Year of Inception and History

Since the firm's inception in 1973, we have utilized a rigorous approach to achieve our clients' goals. SFS has successfully managed projects for the public sector and routinely works with communities throughout the Midwest on community development projects. We have completed numerous projects throughout Missouri and southeast Kansas, and are familiar with the environmental, physical and geological conditions of the area, the construction market and other factors that could influence site development, building design and construction strategies.

SFS is currently leading a team working with the Joplin community to study the future reuse of Memorial Hall.

firm discipline | Architecture
years operating | 47
address | 2100 Central St, Kansas City, MO 64108
phone | 816.474.1397
web| www.sfsarch.com

SIMILAR projects

+ Memorial Hall Feasibility Study
  Joplin, MO
+ Blue Springs Parks Master Plan
  Blue Springs, MO
+ Merriam Parks and Recreation Facilities Master Plan
  Merriam, KS
+ Maryville Parks Master Plan
  Maryville, MO
+ Marshall Parks and Recreation Master Plan Update
  Marshall, MO
+ Belton Recreational Facility Master Plan
  Belton, MO
+ Oak Grove Recreational Facilities Planning
  Oak Grove, MO
+ Blue Springs Community Center Feasibility Study
  Blue Springs, MO
+ Northland Community Center Feasibility Study
  Kansas City, MO
+ Lenexa Community Center/Senior Center Planning Study
  Lenexa, KS
+ Civic Center Feasibility Study
  Raymore, MO

sfsarchitecture



ETC
institute

Firm Overview

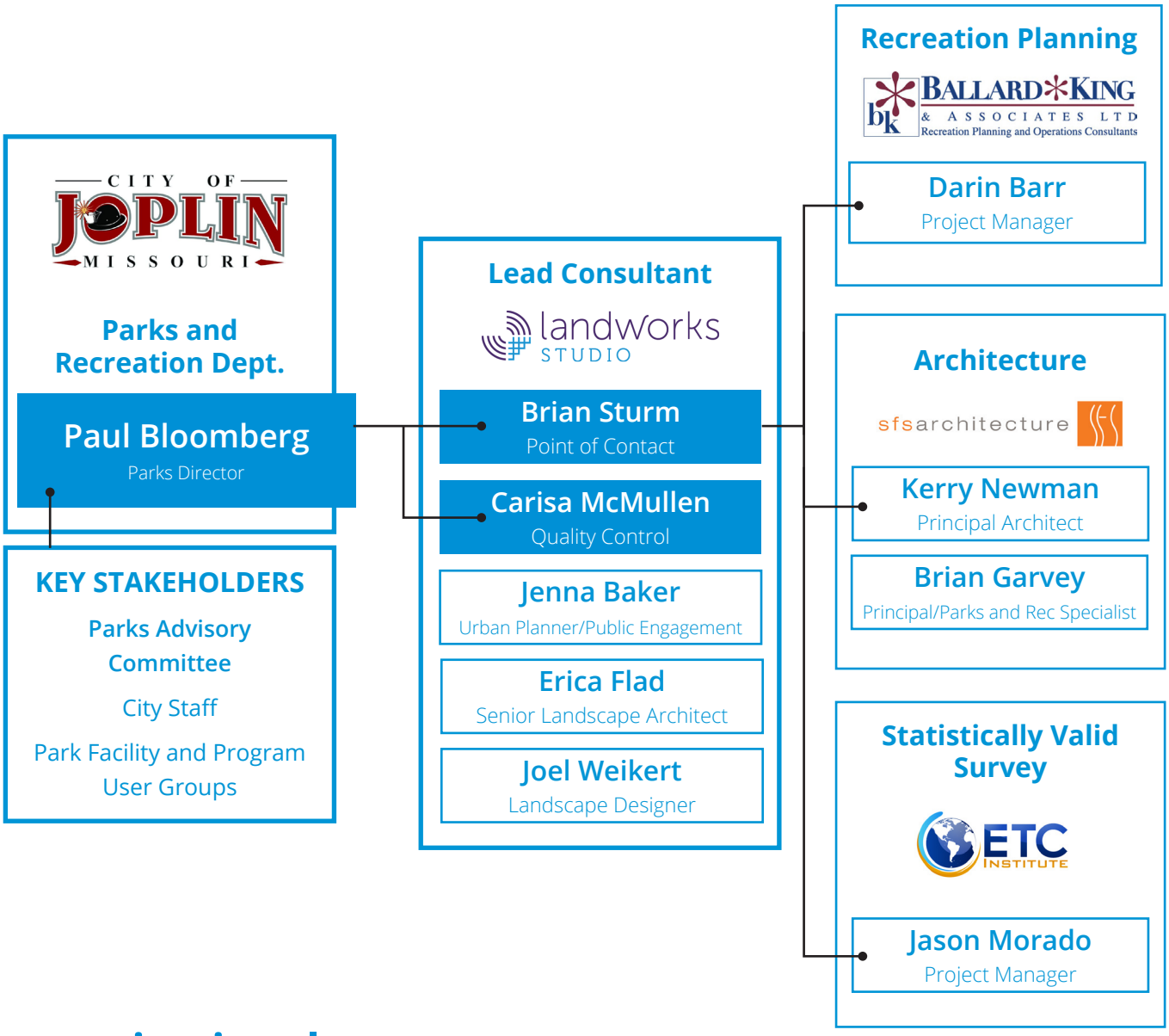
ETC Institute is a market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past ten years alone, ETC Institute has administered surveys in more than 1,000 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities and counties than any other firm.

Our Research is Implementation Oriented: Clients do not usually hire ETC Institute just to gather data. They use our services because they know we are focused on helping them achieve their short and long-range objectives. A good measurement of our ability to help our clients implement their goals and objectives involves the values of new projects that have been funded as a result of our work. During the past five years, the results of our market research have led to more than $3 billion in new funding for state, municipal and county governments as well as numerous nonprofit organizations. Projects that have been funded include a wide range of transportation improvements, community redevelopment projects, improvements to schools and health care institutions, water and electrical utility improvements, tourism attractions, neighborhood improvements, downtown revitalization projects, open space acquisition and park improvements, and the development of numerous specialized leisure facilities such as community centers, aquatic centers, and sports facilities. Our ability to help our clients integrate survey research with community planning decisions helps our clients maximize the value of their investment in our services.

Our Research Helps Leaders Balance the Needs of the Public with Special Interest Groups. Special interest groups often dominate local-decision making processes because they actively participate in community meetings and share their ideas with local officials. While input from special interest groups is important, the needs of the public can be overlooked if community leaders only have input from well organized groups and community activists. ETC Institute's surveys are designed to ensure the needs of the entire community are represented.

firm discipline | Market Research and Surveys
years operating | 38
address | 725 W. Frontier Circle, Olathe, KS 66061
phone | 913.254.4514
web| www.etcinstitute.com

ORGANIZATIONAL **chart**



organizational structure

Landworks Studio

65% of Work Efforts

Landworks Studio will steer this ship throughout the master plan process and serve as the direct point of contact for City of Joplin staff. They will lead all public and internal engagement efforts, as well as drive the creative vision for the park system as a whole for the final plan. Their leadership and experience will provide your department with the guidance it seeks.

Ballard King

15% of Work Efforts

Ballard King is a recreation consulting firm with broad national experience, as well as local while working on the Memorial Hall project with SFS. They will lead the assessment and analysis of park and recreation programming, staffing, internal operations, budget, and future recommendations.

SFS Architecture

10% of Work Efforts

SFS Architecture is a firm with which Landworks Studio has a great working relationship. They have been involved with parks and recreation projects across the Midwest, including the Memorial Hall project in Joplin. They will assist Landworks Studio in the assessment of all of the facilities and built structures in the Joplin park system.

ETC Institute

10% of Work Efforts

ETC Institute is a nationally recognized market-driven research firm which consults for governmental agencies across the country. We have selected them to develop and administer the statistically-valid community survey as part of this master planning process.

FIRM **references**

CLIENT **references**	PROJECT **manager**	TEAM **partnerships**
Jeff Stubblefield City of Maryville, Missouri Parks and Recreation Director Maryville, MO Parks and Recreation Master Plan Marshall, MO Parks and Recreation Master Plan Phone | 660.562.2923 jstubb@maryvilleparks.org	**Original/Final:** **Carisa McMullen** Landworks Studio	*with Landworks Studio, SFS, Ballard King*
Cliff Middleton Johnson County Park and Recreation District Planning and Development Manager Meadowbrook Park Master Plan and Improvements Phone | 913.826.3425 cliff.middleton@jocogov.org	**Original/Final:** **Carisa McMullen** Landworks Studio	*with Landworks Studio, SFS*
Jason Crum City of Lansing, Kansas Parks and Recreation Director Parks and Recreation Master Plan Phone | 913.727.2960 jcrum@lansing.ks.us	**Original:** **Shannon Gordon** **Final:** **Jenna Baker** Landworks Studio	*with Landworks Studio*
Melinda Harger City of Lawrence, Kansas Assistant Director of Municipal Services and Operations Lawrence Police Headquarters and Park Master Plan Phone | 785.832.7880 mharger@lawrenceks.org	**Original/Final:** **Brian Sturm** Landworks Studio	*with Landworks Studio*

FIRM **references**

CLIENT
references for SFS Architecture

Brian Garvey - Project Manager for all listed projects

Brad Clay
City of Olathe, Kansas
Deputy Director of Parks and Recreation

Lake Olathe Park Master Plan and Phase 1 Improvements; Olathe Community Center at Stagecoach Park

Phone | 913.971.8618
bclay@olatheks.org

Jeff Stewart
Johnson County Parks and Recreation District
Executive Director

Meadowbrook Park and Activity Center
with Landworks Studio

Phone | 913.826.3409
jeff.stewart@jocogov.org

Craig Feldt
City of O'Fallon, Missouri
Recreation Superintendent

New Civic Center, Park Improvements and Aquatics Center Expansion
with Ballard King

Phone | 636.474.8101
cfeldt@ofallon.mo.us

CLIENT
references for Ballard*King

Darin Barr - Project Manager for all listed projects

Mark Gallagher
City of Waterloo, Iowa
Recreation Services Manager

Cedar Valley SportsPlex

Phone | 319-291-0165
mark.gallagher@waterloo-ia.org

Neil Holman
City of Shawnee, Kansas
Parks and Recreation Director

Feasibility study for a new recreation center

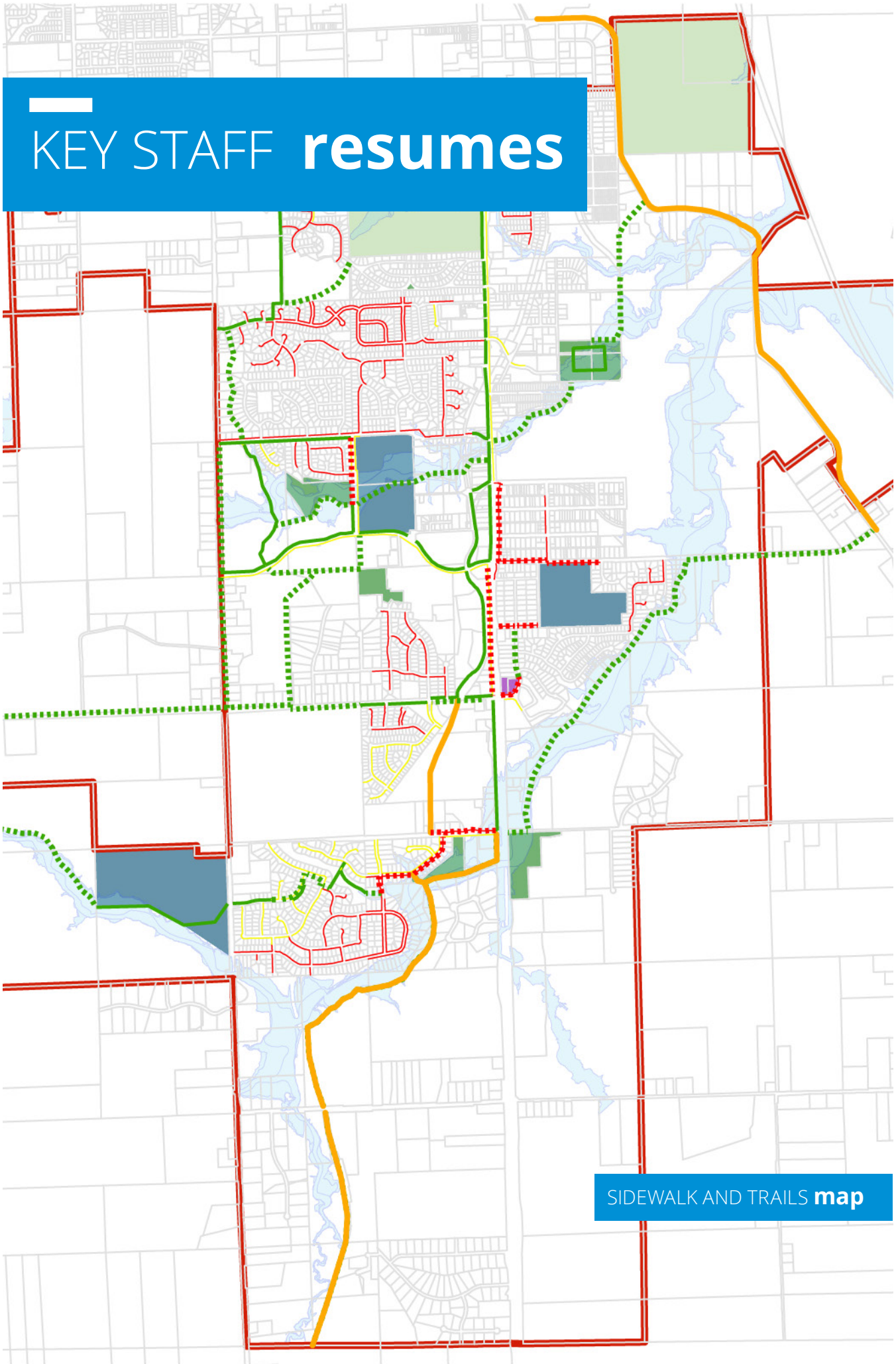
Phone | 913-631-5200
nholman@cityofshawnee.org

Jack Wardell
City of Carroll, Iowa
Director of Parks and Recreation

Business plan for expanded community center

Phone | 712-792-1000
jwardell@cityofcarroll.com

KEY STAFF **resumes**



SIDEWALK AND TRAILS **map**



EXPERIENCE | 15 Years

education

MASTERS OF LANDSCAPE ARCHITECTURE
UNIVERSITY OF GEORGIA, 2005

BACHELOR OF ARTS IN HISTORY
UNIVERSITY OF NORTH CAROLINA, 2000

PLA | Kansas

affiliations

LEED | Accreditation| 2008

CLARB | Certification | 2008

PGASLA | Member | 2006

awards

CELA | Outstanding Student Paper | 2005

ASLA | National Honor Award | 2005

BRIAN STURM, PLA, ASLA, LEED AP

point of contact

Brian's background in urban American history coupled with his more than a decade of experience in community planning, site analysis and landscape design make him an invaluable player on any project team. Brian seeks out the stories being told by our landscapes and develops designs which bring them boldly forward for the public to enjoy. With extensive professional experience, his work includes: master planning for residential, senior living and mixed-use communities, parks and trail design, monument design, and planting plans to meet city ordinances to gain necessary permits. While his final designs ultimately specify materials such as pavement, pipes, and plants, it is people which are his favorite element in the landscape and which inspire his work.

relevant projects

+ Parks and Recreation Master Plan
Maryville, MO

+ Parks and Recreation Master Plan
Lansing, KS

+ Parks and Recreation Master Plan
Bonner Springs, KS

+ Family Park Master Plan
Shawnee County, KS

+ Pleasant Lea Park Master Plan
Lee's Summit, MO

+ Police Headquarters and Park Master Plan
Lawrence, KS

+ Delmar and Fontana Stormwater Improvements
Prairie Village, KS

+ Meadowbrook Park Master Plan, Design and CDs
Prairie Village, KS

+ Community Park Master Plan
Jefferson City, MO

+ Hyde Park Master Plan
St Joseph, MO

+ Wichita Aquatics Master Plan
Wichita, KS

landworks STUDIO



CARISA MCMULLEN, PLA, ENV-SP
principal

Carisa is the principal of Landworks Studio. Her past positions in both the municipal and private sectors helped to shape her career prior to launching Landworks Studio in 2000. Carisa understands the importance of listening to clients to ensure designs meet the needs of the project and exceed expectations. While bringing an approach steeped in Midwestern sensibility is how she operates, providing engaging and comfortable outdoor places for everyone is what motivates her. Carisa appreciates the variety of viewpoints clients, stakeholders and the public bring to every project and enjoys facilitating these opportunities early in every project. When creating legacy projects, Carisa believes early engagement and strong design leadership throughout the project is the key to success.

EXPERIENCE | 27 Years

education

BACHELORS OF LANDSCAPE ARCHITECTURE
KANSAS STATE UNIVERSITY, 1993

PLA | Kansas, Missouri, Nebraska, Iowa

affiliations

CLARB | National #1015

CLARB | International Committee on Nominations 2017-2020

PUBLIC ART ADV. BOARD | Olathe 2015

PUBLIC ART COMMITTEE | Olathe 2017-2020

ENV SP | Inst. For Sustainable Infrast.

ECA | Vice-Chair of the Board

ENVISION OLATHE | Steering Committee | 2017

DOBA | Founding Member | 2017

SBA REGULATORY FAIRNESS BOARD | 2010-2017

KSBTP | 2015 - 2019, Secretary, 2018-19

APWA | Kansas City Chapter

PGASLA | Vice President | 2000

PGASLA | Exec. Committee | 2002

relevant projects

+ Parks and Recreation Master Plan
Maryville, MO

+ Parks, Recreation and Forestry Master Plan
Jefferson City, MO

+ Vision Iola Community Master Plan
Iola, KS

+ Parks and Recreation Master Plan
Edgerton, KS

+ Parks and Recreation Master Plan
El Dorado, KS

+ Parks and Recreation Master Plan
Lindsborg, KS

+ County Square Master Plan
Olathe, KS

+ Pleasant Lea Park Master Plan
Lee's Summit, MO

+ Meadowbrook Park Master Plan, Design and CDs
Prairie Village, KS

+ Gordy Park Master Plan
El Dorado, KS

+ Manor Park
Olathe, KS

+ KU West Stormwater Management
Lawrence, KS

landworks STUDIO



EXPERIENCE | 2 Years

education

BACHLOR OF ARTS IN URBAN PLANNING + DESIGN
UNIVERSITY OF MISSOURI- KANSAS CITY, 2019

affiliations

APA | Member| Missouri Chapter | 2014

KCAPA | Member

ULI | Member | Kansas City Chapter| 2020

awards

APA | Outstanding Student Project Award | Visions for the Westside | 2019

JC NICHOLS FOUNDATION | 1st Place Student Prize | 2018

SUROP| Research Grant | Portland, OR's Rainwater Mitigation Systems | 2018

ROCKHURST UNIVERSITY | Finucane Service Award | 2014

MIT | Inventeam Grant | 2013

JENNA BAKER, APA
urban planner

Graduating from the University of Missouri - Kansas City with a Bachelor of Arts in Urban Planning and Design, Jenna adds a valuable point-of-view to our design team. Jenna is a native of Kansas City, Missouri and has spent a lot of time with local community leaders, building her passion for inclusive public engagement and equitable planning + design.

Before joining Landworks Studio, Jenna worked at a local graphic design firm and spent the summer of 2018 in Portland, Oregon studying sustainable design solutions for stormwater management. Her unique perspective and collaborative nature make her an asset to our team.

relevant projects

+ Ewert Pool Study
  Joplin, MO
+ Parks and Recreation Master Plan
  Maryville, MO
+ Parks and Recreation Master Plan
  Lansing, KS
+ Parks and Recreation Master Plan
  Bonner Springs, KS
+ Family Park Master Plan
  Shawnee County, KS
+ Stoneridge Master Plan
  Johnson County, KS
+ County Square Master Plan
  Olathe, KS
+ Downtown Visioning
  Atchison, KS
+ Pleasant Lea Park Master Plan
  Lee's Summit, MO
+ Delmar & Fontana Stormwater Improvements
  Prairie Village, KS

landworks STUDIO



ERICA FLAD, PLA, LEED
senior landscape architect

With more than fourteen years experience working in multi-disciplinary firms and the public sector, Erica has created and developed a variety of public spaces for communities to engage with and enjoy for years to come. She has considerable experience in dealing with all facets of project management, beginning with conceptual design to seeing a project through construction close-out.

Erica's background working in both the private and public sectors, has driven her passion for solving complex design problems and bringing satisfaction to clients by exceeding their expectations with visually attractive landscapes.

EXPERIENCE | 15 Years

education

BACHLOR OF LANDSCAPE ARCHITECTURE
NORTH DAKOTA STATE UNIVERSITY, 2004

PLA | Missouri

affiliations

LEED GREEN ASSOCIATE | 2012
MODOT | LPA Certified | 2019

relevant projects

+ Ewert Pool Study
  Joplin, MO
+ Parks and Recreation Master Plan
  Lansing, KS
+ Stoneridge Master Plan
  Johnson County, KS
+ Cedar Station Park
  Lenexa, KS
+ County Square Master Plan
  Olathe, KS
+ Pleasant Lea Park Master Plan
  Lee's Summit, MO
+ Owens - McCoy House
  Independence, MO
+ Gillham Sprayground*
  Kansas City, MO
+ Omaha Landing Park*
  Omaha, NE
+ South Loop Link Study*
  Kansas City, MO

** Project completed during previous employment*

landworks STUDIO



EXPERIENCE | 2 Years

education

BACHELOR OF LANDSCAPE ARCHITECTURE

IOWA STATE UNIVERSITY, 2019

affiliations

ASLA | Member| 2018

awards

IOWA ASLA | Merit Award | 2019

ANOVA L.A.R.E. Grant| 2020

JOEL WEIKERT, ASLA
landscape designer

Joel is a recent addition to the Landworks Studio team, but by no means a stranger to the office. While studying landscape architecture at Iowa State University, he used a semester away opportunity to intern with Landworks Studio for the majority of 2018. Upon returning to Ames to finish his education, Joel dove heavily into park design, wellness design for aging populations, and horticulture.

Joel is passionate about the opportunities of play coming from our everyday lives. Parks and playgrounds matter, but hints of fun and excitement peppered into our vernacular landscapes are just as important.

relevant projects

+ Parks and Recreation Master Plan
  Lansing, KS
+ Wichita Aquatics Master Plan and Design
  Wichita, KS
+ Johnson County Square Master Plan and Design
  Olathe, KS
+ Family Park Master Plan
  Shawnee County, KS
+ Hyde Park Aquatic Improvements
  St Joseph, MO
+ Community Park
  Jefferson City, MO
+ Pleasant Lea Park Master Plan
  Lee's Summit, MO
+ Kansas City North Community Center Playground
  Kansas City, MO
+ Commercial Street Mall Visioning
  Atchison, KS
+ Kansas City Campus for Animal Care
  Kansas City, MO
+ Cedar Station Park
  Lenexa, KS

landworks STUDIO



EXPERIENCE | 21 Years

education

STATE UNIVERSITY OF NEW YORK, BROCKPORT
MASTERS IN PUBLIC ADMINISTRATION

UNIVERSITY OF MISSOURI
BS PARKS, RECREATION & TOURISM

affiliations

NIRSA

NEW YORK STATE PARKS & RECREATION SOCIETY

MRPA

UNIVERSITY OF MISSOURI | Adjunct Faculty

DARIN BARR
recreation specialist

Darin began his work with Ballard*King & Associates in 2007, prior to joining B*K he worked for 10 years in the recreation field. That in-field experience included work in the municipal, private, and university sectors. During his 13 years with the company he has completed feasibility studies, master plans, operational assessments, and provided management services to client across the country.

Darin is passionate about the parks and recreation industry and enjoys the variety of clients and projects he works with. The master planning process is one that he views as integral to the future success of departments. Not only does it provide direction for an entire department, it gives an agency the opportunity to examine how they currently do business and how that might change in the future. Assisting clients in the master planning process and watching them implement the plan is something Darin finds very fulfilling.

The diversity of Darin's experiences has shaped his unique perspective on programs, facilities, staffing, budgeting, and the operations of parks and recreation departments. Darin's honest approach, attention to detail, and depth of knowledge give client's comprehensive insight to help guide them through their project.

recent / current relevant projects

+ Parks and Recreation Master Plan
  Nixa, MO
+ Johnson County Parks & Recreation Legacy Plan
  Shawnee, KS
+ Collinsville Parks & Recreation Master Plan
  Collinsville, IL
+ Park Master Plan
  Blue Springs, MO
+ Recreation Facility Master Plan
  Summit County, CO

BALLARD*KING & ASSOCIATES LTD
Recreation Planning and Operations Consultants



EXPERIENCE | 36 Years

education

BACHELOR OF ARCHITECTURE
IOWA STATE UNIVERSITY

BACHELOR OF ARTS IN ARCHITECTURE
IOWA STATE UNIVERSITY

Licensed Architect
LEED | AP

affiliations

AIA | Member

ASSOCIATION FOR PRESERVATION TECHNOLOGY

KRPA

MRPA

sfsarchitecture

KERRY NEWMAN, AIA, LEED AP
principal architect

Kerry, a Principal with SFS Architecture, has 36 years of experience collaborating with communities on important development initiatives. His portfolio of work includes 60+ community recreation projects, including the planning and design of multipurpose recreation centers, activity centers, athletic facilities, aquatic centers, parks and other venues. Many of these projects have involved studies to determine the feasibility of projects, master planning to guide their development and referendum support to secure public approval and funding. In addition,

Kerry has worked with several communities to develop park system master plans that provide strategies for meeting the wide ranging recreation needs of each community. Through this experience, Kerry has developed the ability to coordinate among varied stakeholders and interests and guide the group to consensus for final project direction. Evident throughout all of Kerry's work is his drive to create quality public architecture to serve the community. Each project is given the detailed attention required to address the community's unique needs.

relevant projects

+ Memorial Hall Feasibility Study, Joplin, MO
+ Blue Springs Parks Master Plan,
+ Blue Springs, MO
+ Blue Springs Aquatics Study,
+ Blue Springs, MO
+ Maryville Parks Master Plan, Maryville, MO
+ Merriam Parks and Recreation Facilities
+ Master Plan, Merriam, KS
+ Downtown Healthy Campus Planning,
+ Kansas City, KS
+ Downtown YMCA/Community Center
+ Planning Study, Kansas City, KS
+ Milwaukee Public Schools Community Center
+ Feasibility Study, Milwaukee, WI
+ Northland Regional Community Center
+ Feasibility Study, Kansas City, MO
+ Blue Springs Community Center Feasibility
+ Study, Blue Springs, MO
+ Northeast Community Center Feasibility
+ Study and Sports Complex, Kansas City, MO
+ Pleasant Hill Community Center Planning
+ Study, Pleasant Hill, MO
+ Lake Olathe Park, Olathe, KS
+ Cedar Lake Park Master Plan, Olathe, KS



EXPERIENCE | 17 Years

education

BACHELOR OF ARCHITECTURE
UNIVERSITY OF KANSAS

Licensed Architect
LEED | AP
DBIA Certified
NCARB Certified

affiliations

AIA | Member

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS

DESIGN-BUILD INSTITUTE OF AMERICA (DBIA)

sfsarchitecture

BRIAN GARVEY, AIA, LEED AP

principal / parks and rec specialist

Brian is a Principal at SFS with 17 years of experience spanning all aspects of planning, design and construction. Brian's portfolio of work includes a broad range of project types, with a special emphasis on programming, facility master planning, feasibility studies and design of community parks and recreation facilities. Facilities have included multipurpose athletic courts, synthetic turf fields, aquatics, fitness centers, meeting rooms, event spaces, art galleries, child watch areas, outdoor plazas, amphitheaters and open space, among other amenities. He is accustomed to working with public entities and multi-disciplined teams to execute projects with demanding goals for stakeholder engagement, consensus, program, innovation, value, quality and sustainability.

relevant projects

+ Memorial Hall Feasibility Study, Joplin, MO
+ Blue Springs Parks Master Plan, Blue Springs, MO
+ Blue Springs Aquatics Study, Blue Springs, MO
+ Maryville Parks Master Plan, Maryville, MO
+ Merriam Parks and Recreation Facilities
+ Master Plan, Merriam, KS
+ Downtown Healthy Campus Planning, Kansas City, KS
+ Downtown YMCA/Community Center
+ Planning Study, Kansas City, KS
+ Northland Regional Community Center
+ Feasibility Study, Kansas City, MO
+ Blue Springs Community Center F
+ easibility Study, Blue Springs, MO
+ Lake Olathe Park, Olathe, KS
+ Cedar Lake Park Master Plan, Olathe, KS
+ Linden Square at Gladstone Village Center, Gladstone, MO
+ Wilder Bluff Park, Shawnee, KS
+ Strang Park, Overland Park, KS
+ Rising Star Park Master Plan, Platte City, MO
+ West Park Master Plan, Warrensburg, MO
+ Lenexa Community Center/Senior Center
+ Planning Study, Lenexa, KS
+ Sedalia Community Center, Sedalia, MO
+ Columbia Fieldhouse at Philips Park, Columbia, MO
+ Kirksville Aquatic Center, Kirksville, MO
+ New Community Center + Phase 2 Outdoor
+ Aquatic Center, Excelsior Springs, MO
+ Camdenton Community Center, Camdenton, MO



EXPERIENCE | 18 Years

ETC Institute
725 W. Frontier Circle, Olathe, KS 66061
jason.morado@etcinstitute.com
(913) 254-4514

education

M.B.A., WEBSTER UNIVERSITY, 2009

B.S. IN BUSINESS ADMINISTRATION – MARKETING, AVILA UNIVERSITY 2000

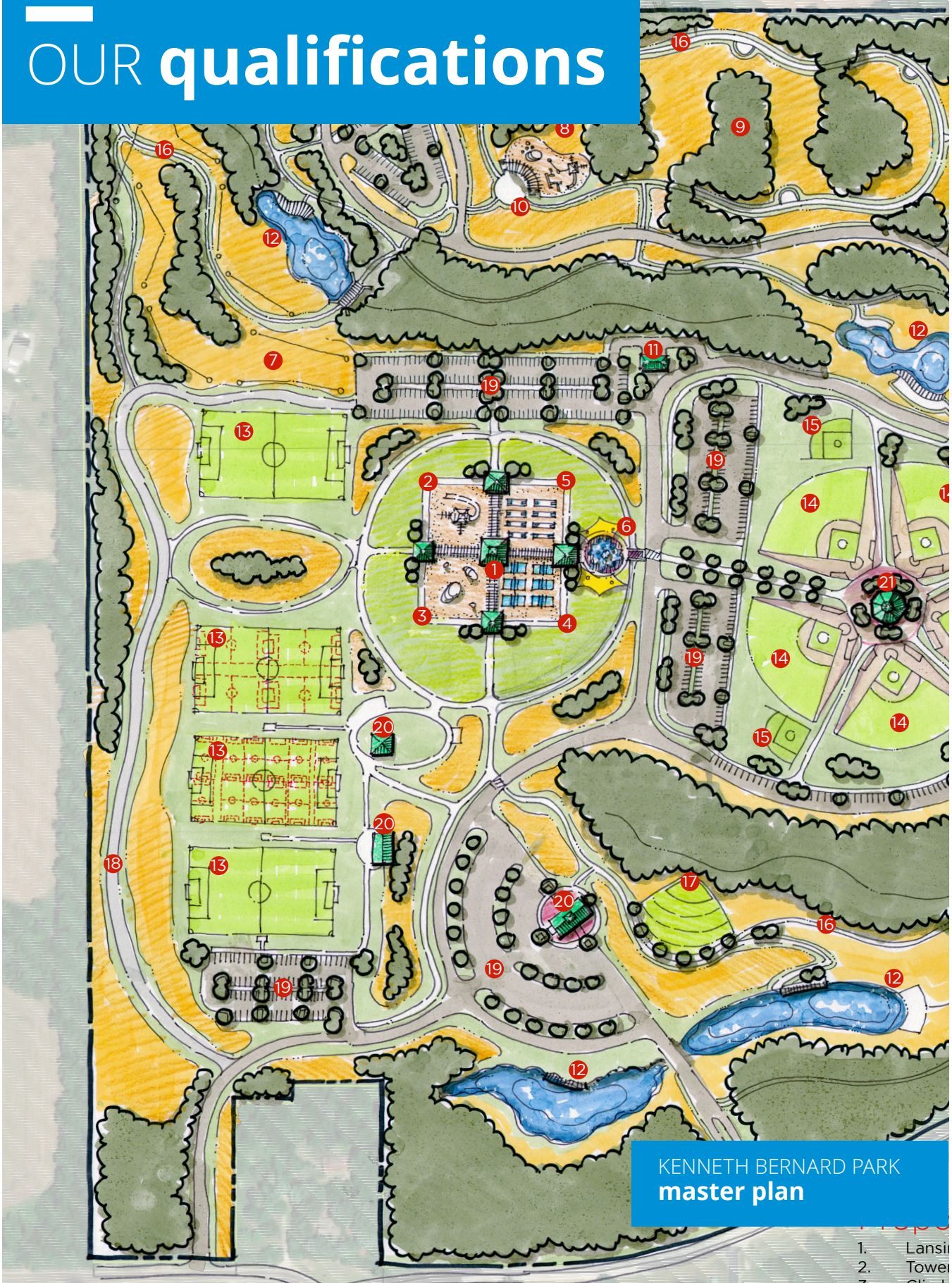
JASON MORADO
director of community research

Mr. Morado has over 18 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 500 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics.

relevant projects

- Addison, TX
- Atchison, KS
- Arlington County, VA
- Bensenville, IL
- Cabarrus County, NC
- Camas, WA
- Cedar Hill, TX
- Clayton, MO
- Coral Springs, FL
- Creve Coeur, MO
- Davenport, IA
- Durham, NC
- Durham County, NC
- Elgin, IL
- Enterprise, AL
- Fayetteville, NC
- Gardner, KS
- Greenville, NC
- High Point, NC
- Henderson, NV
- Independence, MO
- Jackson, MO
- Johnston, IA
- Kirkwood, MO
- Las Vegas, NV
- Lawrence, KS
- Manassas, VA
- McAllen, TX
- Meridian, ID
- Mesquite, TX
- Miami, FL
- Missouri City, TX
- Montrose, CO
- Mountain Brook, AL
- Mount Prospect, IL
- Naperville, IL
- Nashville, TN
- Newport, RI
- North Kansas City, MO
- Olathe, KS
- Onslow County, NC
- Oregon City, OR
- Oswego, IL
- Overland Park, KS
- Pinehurst, NC
- Pitkin County, CO
- Plano, TX
- Pleasant Hill, IA
- Prairie Village, KS
- Pueblo, CO
- Raleigh, NC
- Raymore, MO
- Round Rock, TX
- Saint Joseph, MO
- Schertz, TX
- Shawnee, KS
- Shoreline, WA
- Smithfield, NC

OUR **qualifications**



KENNETH BERNARD PARK
master plan

1. Lansi
2. Tower
3. Climb
4. Pickle
5. Cornh
6. Splas

MASTER PLANNING **experience**

In the last 5 years, Landworks Studio has had the privilege of working with over 20 different communities on park and recreation master planning efforts. Through such experience, we have perfected a process which delivers a plan that represents not only the goals and objectives of the City staff, but reflects the collective vision of an entire community. We are able to do this through the efforts of our award-winning professionals on staff at Landworks Studio, as well as our esteemed partners.

Our studio brings diverse expertise to each project with backgrounds in landscape architecture, urban planning and graphic design.

We create cutting edge master plans which:

+ Engage all members of a community through an inclusive, multi-faceted public engagement strategy
+ Capture a city's vision through dynamic graphic techniques and custom branding.
+ Function as a living document with actionable improvements phased across a planning horizon
+ Adhere to a realistic budget
+ Stoke the enthusiasm and pride of a community

We are passionate about what we do and look forward to guiding the City of Joplin through this master plan process.



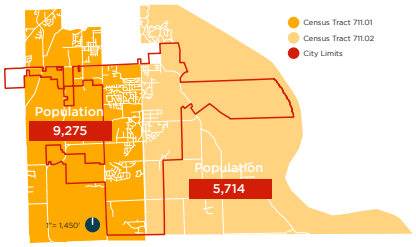




Master Planning Projects Since 2015

- Ewert Pool Study - **Joplin, MO**
- Family Park Master Plan - **Shawnee County, KS**
- Parks and Recreation Master Plan - **Lansing, KS**
- Owens-McCoy Landscape Master Plan - **Independence, MO**
- County Square Master Plan - **Olathe, KS**
- Parks and Recreation Master Plan* - **Maryville, MO**
- Meadowbrook Park Master Plan* - **Prairie Village, KS**
- Pleasant Lea Park Master Plan - **Lee's Summit, MO**
- Parks and Recreation Master Plan - **Bonner Springs, KS**
- Wichita Aquatics Master Plan - **Wichita, KS**
- Police Headquarters and Park Master Plan - **Lawrence, KS**
- Hyde Park Master Plan - **St. Joseph, MO**
- Community Park Master Plan - **Jefferson City, MO**
- North Kansas City Community Center Master Plan - **Kansas City, MO**
- Vision Iola Comprehensive Plan - **Iola, KS**
- Shawnee Town Master Plan - **Shawnee, KS**
- Parks and Recreation Master Plan - **Edgerton, KS**
- Parks and Recreation Master Plan* - **Marshall, MO**
- Parks, Recreation and Forestry Master Plan - **Jefferson City, MO**
- Parks and Recreation Master Plan - **Lindsborg, KS**
- Parks and Recreation Master Plan - **El Dorado, KS**



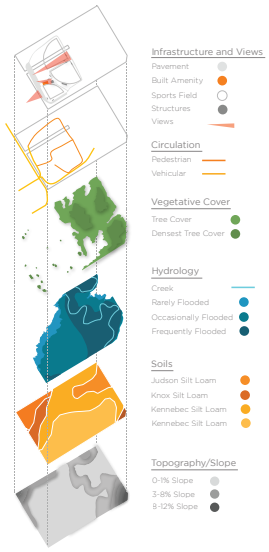


Population

The map above shows Lansing's city limits and the census tracts that are associated with Lansing's demographic data. The U.S Census draws boundaries to use when collecting demographic information about cities and populations, these boundaries shown above are the census tracts surrounding Lansing. The census also has smaller boundaries called block groups that more accurately show where age groups, or most of the population lies, but in this case, Lansing only has census tracts. While there is Lansing specific data, pulled from within the depicted city limits, this doesn't necessarily show where most of the population in Lansing lives. The map above gives a better understanding of where most of the population lives in and around Lansing. The West side, with Highway 7 being the dividing line, has a greater population than the East side, near the Missouri River. This shows that most of the population is growing on the West side of Lansing, rather than the East, allowing the prediction to be made that there will need to be more park service on the more populated side of Lansing. The population data that was used is the 2017 ACS.

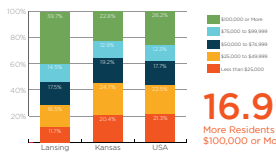
City
Park

This park is the current home of Lansing's baseball, softball and tee-ball facilities. City Park is tucked away behind light industrial buildings to the West, which is the City's maintenance facility, and a trailer park to the South. This park is the only one in the park system that has a built restroom facility, which is located in the center of the park; however, staff has to keep it closed outside of events due to vandalism. Other features include two full sized baseball fields and two small fields, with a concrete walking path around the perimeter and through the center. All of these built elements need upgrades. Situated to the South of the restroom facility is a playground that is also in need upgrading. Currently, only half of the park is being utilized. The other half is covered in vegetation and Sevenmile Creek runs through the park. The area around the creek, and the majority of the Southern portion of the park, is in a floodplain. The parking lot on the West side of the park has drainage issues, where water collects at the entrance and is at parking capacity during games.



Households

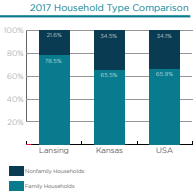
2017 Median Household Income Comparison



16.9%
More Residents that Make $100,000 or More A Year

Lansing does not match the regional and national standard when it comes to median household income. Lansing has far fewer residents making less than $25,000 and far more that are making $100,000 and above. Because of this, Lansing has a smaller middle class making $25,000-$49,999. Every city needs a balance of incomes to create vibrant, inclusive spaces. Park expansions should be considered in lower income areas to ensure that resources are being distributed equitably and to encourage income diversity within Lansing.

2017 Household Type Comparison



Lansing also has a higher amount of family households than that of Kansas and the U.S. However, based on the age distribution, kids tend to be older than 18. This correlates with the majority of adults being between the ages of 35-64. The percentage of family households is high, but with the close proximity to Fort Leavenworth, military families operate as a non-family household with only one available parent. Park recommendations should take into account the needs of both family and non-family households to make Lansing parks usable and enjoyable by all.

78.5%
Of Households are Families

PARKS AND RECREATION

master plan

The City of Lansing hired Landworks Studio to create a parks and recreation master plan to guide their department through the year 2030. The design team developed an extensive public engagement strategy and branding package, performed detailed demographic and site research with graphics, used national benchmarking data and public input to craft recommendations for Lansing's parks and trails. Through this process, the design team was able to deliver a modern, living document to the City.

The public engagement strategy included multiple design charrettes with stakeholders, meetings with the public at different public park events, the creation and mailing of post cards, and a website that hosted project information, including a community survey.

We provided the City with detailed master plans for each park and opinions of probable cost for all proposed improvements. We worked closely with City staff at all levels to craft a realistic suite of funding options, as well as a road map to full implementation.

location
LANSING, KS

client
CITY OF LANSING, KS

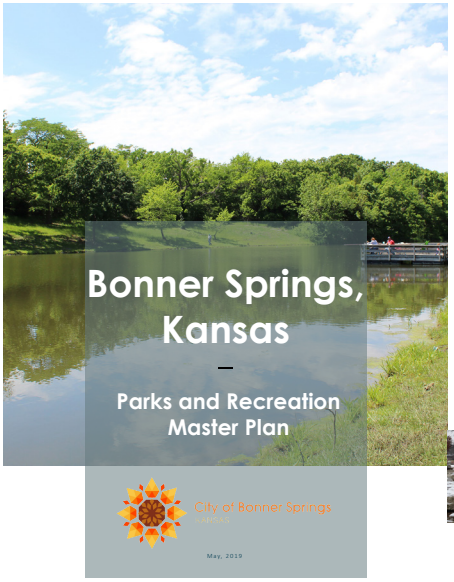
project budget
$100,000

design services
COMPREHENSIVE PLANNING + PUBLIC ENGAGEMENT + BRANDING + PARK MASTER PLANNING

project schedule
2020

Contact Info
Jason Crum
Director of Parks and Recreation
address | 108 S. 2nd Street Lansing, KS 66043
phone | 913-727-2960
email | jcrum@lansing.ks.us

landworks STUDIO



2.34 LIONS PARK

Lions Park is a 17.5-acre park located in the heart of the city. It contains three fully lit baseball fields with concrete dugouts, three separate playgrounds with varying equipment, a concession stand with restrooms, two shelters, a trail system that connects to South Park, and a fenced dog park.



Lions Park contains three ball fields and a variety of other activities, with only one main entrance. The street through the site leads to a dead end, creating connectivity issues, as well as providing very little parking to facilitate the use of these activities. The park could benefit from more parking spaces, as well as a improved circulation at the end of the street within the park. A ravine along the Eastern side of the park has newly installed pedestrian bridges that improve the pedestrian connectivity, as well as leading to an extensive trail network through the steeper topographical sections of the park.





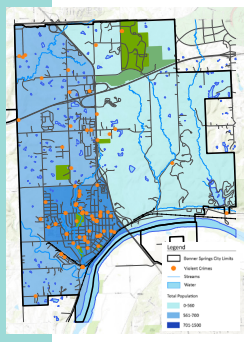






Cost Analysis

North Park	Total
Landscape Architecture - Site Improvements	
Pavements / Surfacing / Ramps	$ 64,540
Sports Fields	$ 91,000
Signage & Wayfinding	$ 25,000
Site Wide Furnishing	$ 65,150
Play Equipment	$ 300,000
Architecture - Site Improvements	
Shelters + Buildings	$838,000
Landscaping and Irrigation	
Plants and Seed	$ 318,000
Civil Improvements	
Parking Areas	$906,000
Electrical Improvements	
Site Lighting	$566,000
Typical Shelter	$ 40,000
Typical Restroom	$ 40,000



2.42 CRIME

Often times parks, or open space can be seen as a place to attract crime. In some instances this can be true. From analyzing all violent crimes in Bonner Springs in 2018, the concentration of crime is based on population and not based on the location of the parks. Almost no crimes were committed within a park. CPTED (Crime Prevention Through Environmental Design) principles should be considered with our park improvements, but no additional measures are necessary at this time, or the foreseeable future.

PARKS AND RECREATION

master plan

The City of Bonner Springs selected Landworks Studio to create a new parks and recreation master plan with a 10-year planning horizon. This process involved conducting a city-wide survey to assess the communities' needs, conducting thorough background research of the City, evaluating existing conditions within the Bonner Springs park system through graphics, and providing conceptual designs for each of the city's 8 park properties. Special consideration was taken with the implementation recommendations, as to work closely with the City's budget.

Through multiple site visits, design charrettes and review sessions with staff, LWS developed an easily readable, visually appealing, parks master plan that provides the City with clear designs and strategies to help guide park and recreation development through the year 2030.

location
BONNER SPRINGS, KS

client
CITY OF BONNER SPRINGS, KS

project budget
$25,000

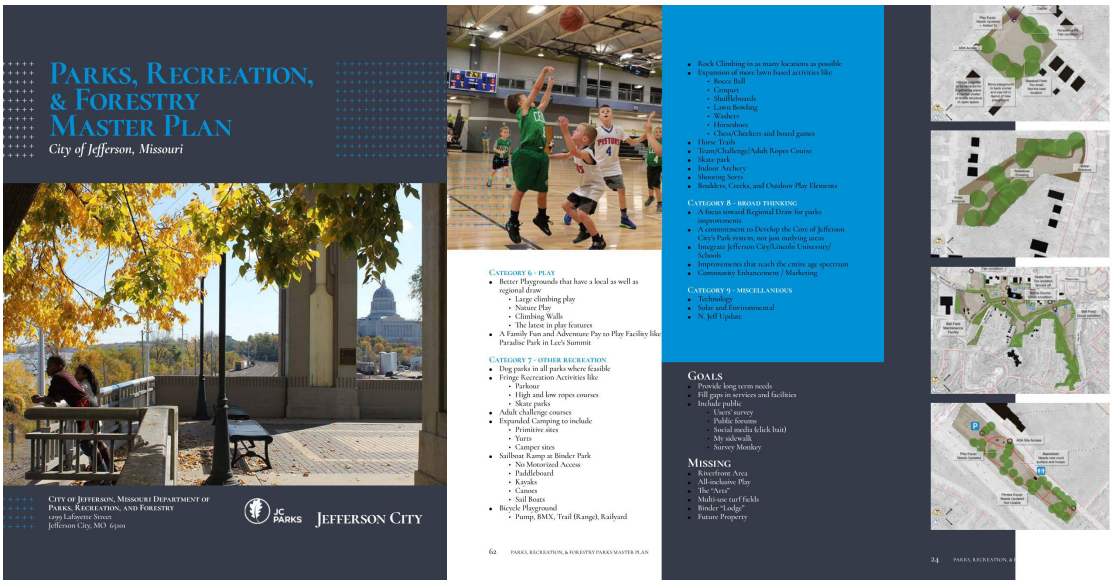
design services
COMPREHENSIVE PLANNING + PUBLIC ENGAGEMENT + PARK MASTER PLANNING + BUDGET MANAGEMENT

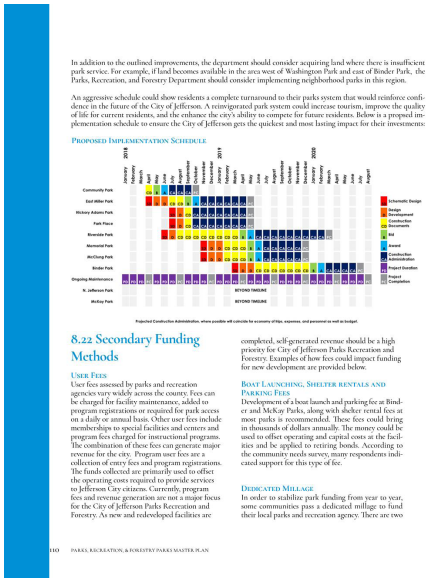
project schedule
2019

Contact Info

Justine Spease
Recreation Manager
address | 200 E. 3rd Street Bonner Springs, KS 66012
phone | 913-422-5321
email | jspease@bonnersprings.org

landworks STUDIO





location
JEFFERSON CITY, MO

client
CITY OF JEFFERSON, MO

project budget
$143,000

design services
COMPREHENSIVE PLANNING + PARK MASTER PLANNING + TRAIL PLANNING + PUBLIC ENGAGEMENT

project schedule
2018

PARKS, RECREATION AND FORESTRY

master plan

Landworks Studio created and helped the City adopt Jefferson's City-Wide Parks, Recreation, and Forestry Master Plan that will guide the City for the next 20 years. The park system includes over 20 parks of various sizes and amenities. The design team facilitated visioning sessions with many community groups and activists, including the Arts Commission, Lincoln University, the Mountain Bike Club, and many private citizens. The master plan included many forms of analysis, such as: Level of service analysis maps, land use maps, demographic research, benchmarking analysis, an implementation matrix, and more.

Landworks Studio completed park assessments and conducted three design charrettes where ideas came to life. The first park based on recommendations made in the planning document, Community Park, designed by Landworks Studio, opened this year.

Contact Info
Todd Spalding
Director of Parks, Recreation, and Forestry
Address |1299 Lafayette Street Jefferson City, MO 65101
phone | 573.634.6488
email | tspalding@jeffcitymo.org



EDGERTON PARKS MASTERPLAN

EDGERTON global racial, local roots. PARKS & RECREATION | landworks STUDIO



PARKS AND RECREATION

master plan

The City of Edgerton, located in southwest Johnson County, is a unique community poised for significant growth. In advance of multi-modal development, city officials understood the need for proper planning by contracting with Landworks Studio to develop their first city-wide parks and recreation master plan. Critical to this plan was the identification of property suitable for additional parkland and trail ROW needed to create and ensure connectivity as the community continues to grow.

The master plan included site analysis graphics, demographic and market research, locational mapping, a robust public engagement strategy, community benchmarking and individual park master plans for each park property.

location
EDGERTON, KS

project budget
$70,000

design services
PLANNING + PARKS MASTER PLANS + PUBLIC ENGAGEMENT + TRAILS

project schedule
2016

Contact Info
Beth Linn
City Administrator
address | 404 E. Nelson St. Edgerton, KS 66021
phone |913.893.6231
email | blinn@edgertonks.org

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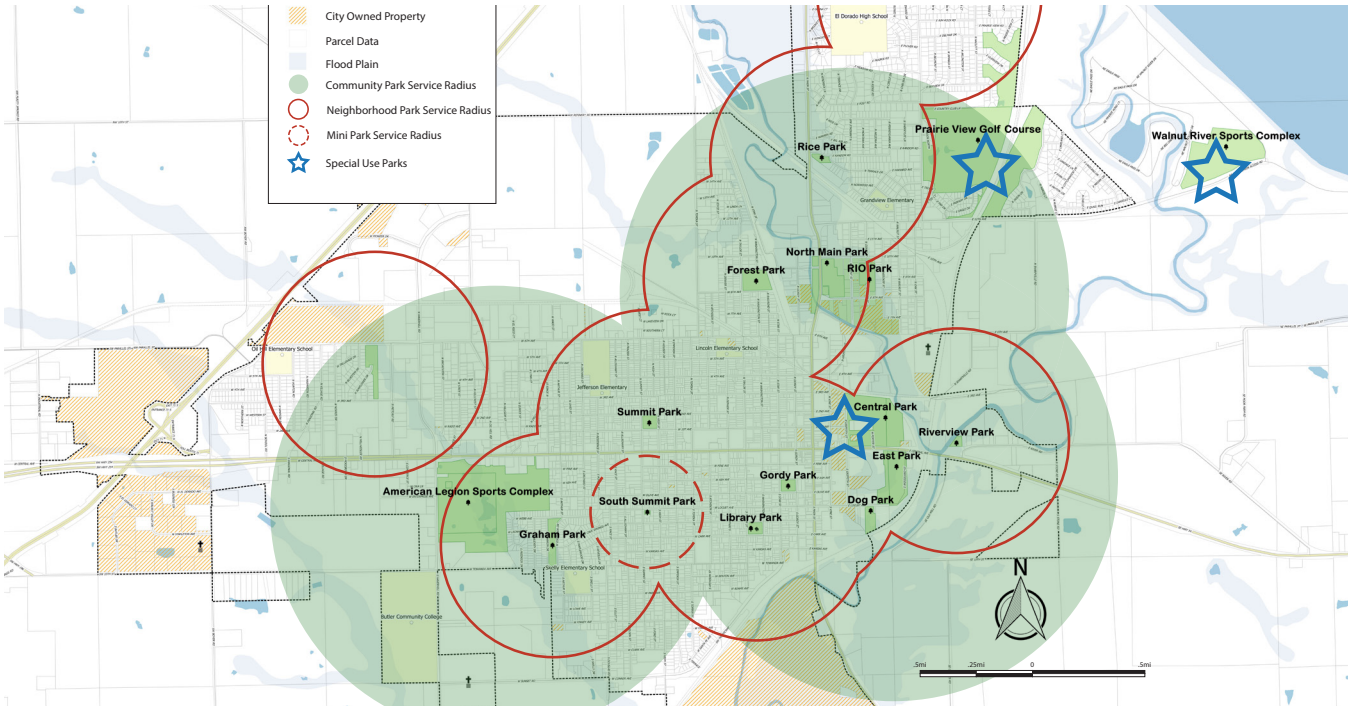


2025 Connect
A LEGACY FOR EL DORADO'S PARKS

PARKS AND RECREATION

master plan



The City of El Dorado hired Landworks Studio to create their first city wide park and recreation master plan. As part of the process, the conceptual design of a key downtown park was included as a revitalization effort. Gordy Park is home to a variety of activities, including an annual parade and races throughout the year. The park property is surrounded by single family homes that may one day be renovated and/or removed for condominium living. Brownstones are another addition the city is considering for this neighborhood.

In addition to the Gordy Park design and 3D rendering, the master plan included level of service maps, site analysis for each park property, demographic research, community benchmarking and City-wide recommendations.

location
EL DORADO, KS

project budget
$90,000

design services
PLANNING + PARKS MASTER PLANS + PUBLIC ENGAGEMENT + BRANDING + RENDERINGS

project schedule
2015

Contact Info
Kevin Wishart
Director of Parks & Recreation
address | 220 E. 1st Ave. El Dorado, KS 67042
phone | 316.321.9100
email | kwishart@eldoks.com

landworks STUDIO

RECREATION **experience**

The following is a list of projects B*K has completed or is currently working on in the State of Missouri.

- Aquaport – Maryland Heights
- Affton Ice Arena Economic Assessment – St. Louis
- Ballwin Recreation Master Plan – Ballwin
- Belton Community Center – Belton
- Blue Springs Aquatic Center Feasibility Study – Blue Springs
- Blue Springs Recreation Center Feasibility Study – Blue Springs
- Bowling Green Parks & Recreation System Master Plan – Bowling Green
- Brentwood Community Recreation Center Study – Brentwood
- Camdenton Aquatic Center Study – Camdenton
- Camdenton Community Center Market Study – Camdenton
- Cape Girardeau Aquatic Center Feasibility Study – Cape Girardeau
- Cape Girardeau Parks & Recreation Economic Impact & Feasibility Study – Multi Sport Venue – Cape Girardeau
- Center of Clayton – Clayton
- Chesterfield Ice Arena Evaluation Study – Chesterfield
- Civic Park Community Center Feasibility Study – O'Fallon
- Clayton Shaw Park Ice Rinks – Clayton
- Columbia ARC (Activity Recreation Center – Columbia
- Creve Coeur Ice Arena – Creve Coeur
- Dardenne Prairie Parks & Recreation Master Plan – Dardenne Prairie
- Eureka Recreation Center Design – Eureka
- Eureka Parks & Recreation Master Plan – Eureka
- Excelsior Springs Community Recreation Center Study – Excelsior Springs
- Excelsior Springs Community Center Study Phase II – Excelsior Springs
- Gamber Center – Lee's Summit
- Gladstone Community Center – Gladstone
- Harris Park Community Center – Lee's Summit
- Heman Parks Master Plan – University city
- Jewish Community Center of St. Louis Study – St. Louis
- Joplin Aquatic Benchmark Study – Joplin
- Kearney Aquatic Center Feasibility Study – Kearney
- Lea McKeighan North Park Operational Plan – Lee's Summit
- Legacy Park Community Center – Lee's Summit
- Lemay Community Center Feasibility Study – Lemay
- Marshfield Community Recreation Center Feasibility Study – Marshfield
- Maryland Heights Community Centre Feasibility Study – Maryland Heights
- Maryville Parks & Recreation Master Plan – Maryville
- Mozingo Lake Parks Master Plan – Maryville
- Nixa Recreation & Park Master Plan – Nixa
- Northeast Kansas City Community Center – Kansas City
- North Kansas City Community Center – North Kansas City
- Olivette Ice Arena – Olivette
- Olivette Recreation Center Study – Olivette
- Park Master Plans – Blue Springs
- Platte County Market Study – Platte County
- Pleasant Hill Recreation/Aquatic Center Study – Pleasant Hill
- Raymore Community Center Feasibility Study – Raymore
- REC-PLEX – St. Peters
- Saint Charles County Strategic Plan & Recreation Center Study – St. Charles
- Saint Charles Freedom Center Study – St. Charles
- Sainte Genevieve County Community Center – St. Genevieve
- Schaeffer Aquatic Center – Chillicothe
- Sedalia Community Center Study – Sedalia
- St. Clair Community Center Study – St. Clair
- Sugar Creek Community Center Study – Sugar Creek
- Sullivan Fairground Park Master Plan – Sullivan
- Sunset Hills Community Center & Pool Study – Sunset Hills
- The CENTRE – Rolla
- The Edge Aquatic Center – Ellisville
- The LINC – Jefferson City Lincoln University – Jefferson City
- The Pointe at Ballwin Commons – Ballwin
- The View: Grandview Community Center – Grandview
- University of Missouri Student Recreation Complex – Columbia
- Warrenton Recreation Center Feasibility Study – Warrenton
- Waterfront Park Master Plan – Kansas City
- Webster Groves Recreation Complex – Webster Groves
- Wentzville Parks & Recreation Master Plana – Wentzville
- Wentzville Recreation Center Feasibility Study – Wentzville
- Weiser Gymnasium Renovation Drury University – Springfield



location
BLUE SPRINGS, MO

completion date
JUNE 2020

facility size
13,000 SF (Southwest Park Event Space)
28,000 SF (Righter Park Activity Center)

project owner / reference
City of Blue Springs, Missouri
Dennis Dovel
Director - Parks and Recreation
816.228.0265
ddovel@bluespringsgov.com

SOUTHWEST AND ROSCOE RIGHTER
park master plans

SFS is participating in the development of master plans for two new parks to serve the Blue Springs community: Southwest Park and Roscoe Righter Park. A robust community engagement process, including a statistically valid survey and public meetings, has been utilized to understand the recreational needs/desires of the community and to build consensus for each park's plan. Of note, the team has successfully altered public engagement activities to comply with stay-at-home orders and social distancing mandates brought on by the COVID-19 pandemic.

Southwest Park Concept Master Plan Features

- 13,000 SF event building for up to 350 people, including a conservatory, catering kitchen, office space and other support spaces
- Restroom building, park shelters, open lawn, trails and play structure

Roscoe Righter Park Concept Master Plan Features

- 28,000 SF activity center with indoor/outdoor pickleball courts, a cafe, meeting rooms and rooftop seating
- Park shelters, open lawn, trails and play structure
- Dog park

sfsarchitecture





location
OLATHE, KS

construction value
$15M

completion date
Master Plan: September 2016
Phase 1 Construction: May 2019

facility size
378 Acres (includes 170 water acres)
The Landing/Marina Pavilion: 6,500 SF
Beaver Shelter: 3,755 SF
Beaver Shelter Restrooms: 1,154 SF
Fishing Pavilion: 1,173 SF

project owner / reference
City of Olathe, Kansas
Brad Clay, Deputy Director of Parks and Recreation
100 East Santa Fe Street
Olathe, KS 66061
913/971-8618
bclay@olatheks.org

LAKE OLATHE PARK MASTER PLAN +

improvements

As part of a multidisciplinary design team led by another firm, SFS collaborated on the development of master plans for two of Olathe's premier community parks: Lake Olathe Park and Cedar Lake Park. Through extensive stakeholder and community engagement, the master plans establish a vision for the parks and outline phased improvements.

Following approval of the plan, SFS provided architectural design services for several new park structures at Lake Olathe, including:

- The Landing - Rentable 200-person capacity event space, private dining space (that can also be used as a bridal preparation space), bar, catering kitchen and restrooms.
- Marina + Beach Pavilion - Dual purpose structure providing access to watercraft rental and entrance to beach. The Marina building is primarily for watercraft storage. The Beach building is for admissions, life guard office, concessions and restrooms.
- Beaver Shelter and Restrooms - Renovation of an existing large open air shelter to better unify with the new buildings.
- Fishing Pavilion - Shelter on the water's edge for fishing, fish cleaning and picnicking.

The master Plan for Cedar Lake Park maximizes visitor interaction with the lake, allowing for fishing, boating, and nature exploration along the shoreline. Three vehicular connections and two pedestrian trail connections are included with the plan to accommodate a variety of uses from organized activities to the drop-in recreational user.

sfsarchitecture





location
MERRIAM, KS

completion date
2017 (Master Plan)
2020 (Feasibility Study)

construction value
$26M (estimated)

facility size
64,374 SF (approximately)

project owner / reference
City of Merriam, Kansas
Anna Slocum
Director - Parks and Recreation
IBF Community Center
913.322.5556
annas@merriam.org

PARKS AND RECREATION FACILITIES

master plan

SFS was part of a team that developed a facilities master plan for meeting the recreational needs of the Merriam community. The project included an evaluation of existing community recreational facilities: the Merriam Aquatic Center and adjacent Vavra Park, and the Irene B. French Community Center.

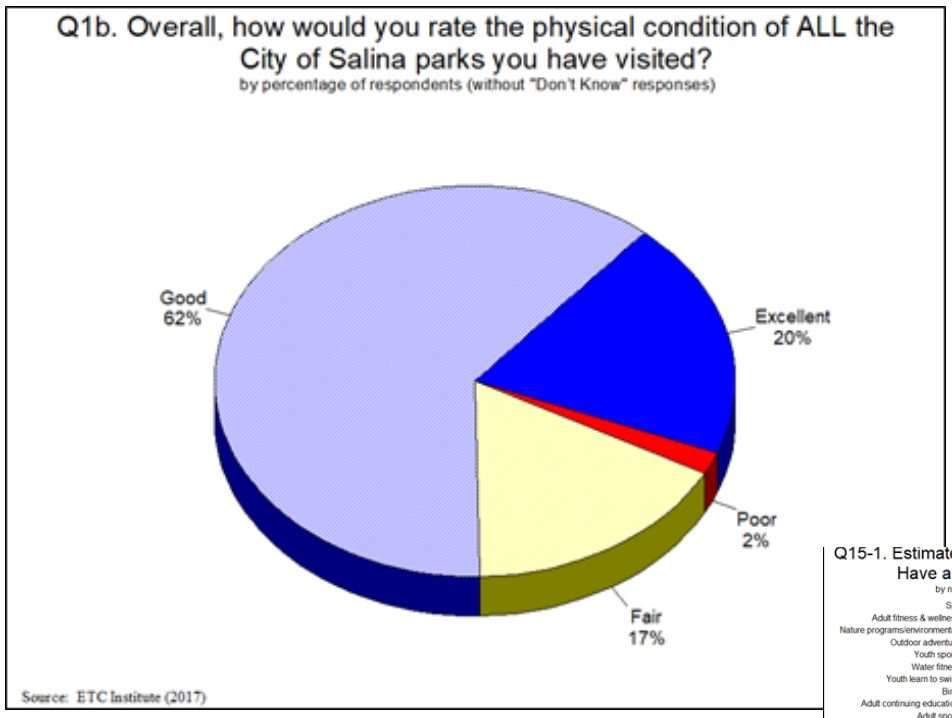
Options for each facility were explored, including modernization to meet current standards and codes, as well as replacement of existing facilities with new amenities. The team engaged the public throughout the planning process in a variety of ways, including a statistically valid survey, public workshops and focus groups.

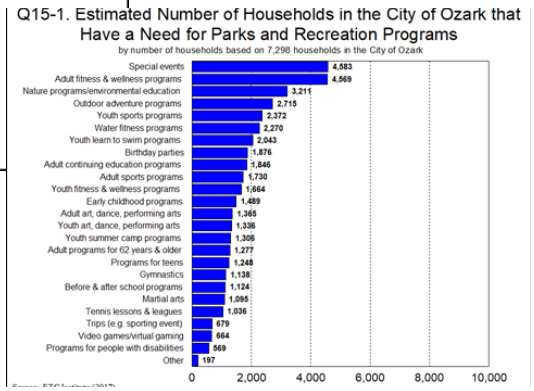
Based on the planning process, the team recommended replacement of the existing facilities with a new complex in Vavra Park featuring a new community recreation center with both indoor and outdoor aquatics.

After exploring the community's interest and ability to provide both indoor and outdoor aquatic amenities as part of the new complex, funding options were explored which ultimately led to a successful referendum with minimal tax increase.

Subsequent to voter approval for funding new construction of a community center, the SFS team was recently engaged to perform a study on the existing historic school building that previously served as a community center.

sfsarchitecture





SALINA PARKS AND RECREATION
needs assessment survey

ETC Institute administered a needs assessment survey for the City of Salina during the summer of 2017. The Salina Parks and Recreation Department is currently developing a Master Plan that will guide the future of parks and recreation services over the next five, 10 and 20 years. The City of Salina has taken a resident-driven approach to guide the plan's development by conducting public workshops, focus groups, and citizen interviews alongside this community interest and opinion survey. The City of Salina will use the survey, and its results, to help better understand the community's priorities for parks, sports facilities, trails, programs, and services.

ETC Institute mailed a survey packet to a random sample of households in the City of Salina. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it on-line.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the on-line version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the City of Salina from participating, everyone who completed the survey on-line was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered on-line with the addresses that were originally selected for the random sample. If the address from a survey completed on-line did not match one of the addresses selected for the sample, the on-line survey was not counted.

The goal was to obtain completed surveys from at least 400 residents. The goal was exceeded with a total of 676 residents completing the survey. The overall results for the sample of 676 households have a precision of at least +/-3.8% at the 95% level of confidence

location
SALINA, KS

PROJECT **approach**



CITY PARK **master plan**

PROJECT **understanding**

Joplin is distinguished by timeless outdoor spaces coupled with a love for the outdoors, and we couldn't be more excited at the opportunity to join you in this master planning effort. Your park system reflects your City's proud history as the cultural hub of the Tri-State region with facilities such as Joe Becker Stadium and Memorial Hall having served your citizens for a century or more. You have an active and diverse population and provide them with a wide array of recreational programming. Your City also offers numerous opportunities to tourists passing through on Route 66 from Grand Falls to Schifferdecker Golf Course and the Family Aquatics Center.

We have spent time learning about your community and are excited to help you create a road map to not just preserve, but propel your park system into the future. We look forward to engaging with your citizens, partners, and elected officials to create a unified vision for Joplin Parks and Recreation. Based on our previous experience on similar projects, we have crafted a team and approach to best execute this parks and recreation master plan. With our team's experience working on the other two Joplin studies, we will be able to craft a creative and innovative vision that reflects the City's forward-thinking approach.

We understand the immense responsibility your City is placing in our hands with this project. Conducting a master plan process for your entire parks and recreation system demands that you take thorough stock of the entire department from the facilities, to staff, to budget. It's also an extremely public process because you must engage all the partners and users within your parks and recreation community and distill their collective vision, creating a consensus for what the system could and should be. We have built a team of experts to handle all facets of this project. Between our shared experience providing master plans for similar-sized communities, as well as our recent experience in Joplin, we bring not only expertise, but great familiarity to this project and your community.

Our approach to this master plan falls into four distinct phases: **Visioning**, **Discovery**, **Analysis + Planning**, and **Approve + Implement**.



PROJECT **approach**

Phase 1 | **Visioning**

We are excited to learn that you are forming a core committee comprised of City staff. Our experience has taught us that this practice leads to a higher rate of project approval.

In our experience, the creation of a "steering" or "core" committee ensures the greatest success and support for the project. This core committee will be involved in all decision making meetings throughout the project.

Setting Early Goals and Objectives

We expect to begin this phase by helping the core committee flesh out a preliminary set of **goals, objectives,** and even **a vision** that will guide this planning effort all the way to completion. This includes goals for the master plan, as well as the **public engagement** for the project. These strategies will be specifically tailored to Joplin and your needs. We typically do this exercise with the core committee. The idea is to begin formulating those key goals that form the cornerstone for this plan and our process.

Detailed Project Schedule

Once we have set goals and objectives, we will develop a **detailed project schedule** with the steering committee to determine the exact dates for deliverables, conduct public meetings, send public engagement materials, and achieve project milestones. For a project such as yours, having the schedule firmly established from the beginning keeps the project on track and ensures better communication and a better product.

Citizen Survey Questions

During this phase we will also formulate the list of **citizen survey questions.** Our team has years of experience conducting statistically valid surveys for park and recreation departments across Missouri, as well as the nation. We will work with the core committee to tailor a list of questions that will get to the heart of your community's needs and desires.

Graphic Standards

We will also spend this time developing the **master plan graphic standards** that will guide the appearance of the documents and public engagement materials. Landworks Studio believes that the graphic appeal of your master plan has a tremendous impact on its success. A plan document that is concise and visually appealing will be read by more citizens and will generate more enthusiasm for the strategies and priorities it promotes. We will work with your staff during this phase to develop the color scheme, typography, branding, and mapping standards that will make this master plan document unique to Joplin. At your request, we can also craft a **custom website** to host information and updates regarding the master plan.



Landworks Studio, SFS Architecture, and Johnson County Parks and Recreation District staff shown developing goals and objectives for the Meadowbrook Park Master Plan.

Community Meeting #1

Lastly, we will conduct **Community Meeting #1** to launch the planning process, create excitement and spread the word to your community. We propose splitting this one meeting into two **pop-up sessions** in different activity centers across the city to reach a broader audience. We want to take advantage of the autumn weather and a period when folks are out and about making the most of the parks system. This engagement activity is as much social as it is informative with the primary goals of getting to interact with members of your parks community, as well as share our process. We expect to make ample announcements via social media. We call this the **"coming soon concept"** and we find that the enthusiasm increases overall participation in future engagement activities.

deliverables in phase 1 include:

+ Preliminary Goals, Objectives, Vision
+ Detailed Project Schedule
+ Citizen Survey Questions
+ Joplin Graphic Standards
+ Custom Website *(by request)*
+ Community Meeting #1

PROJECT **approach**

Phase 2 | **Discovery**

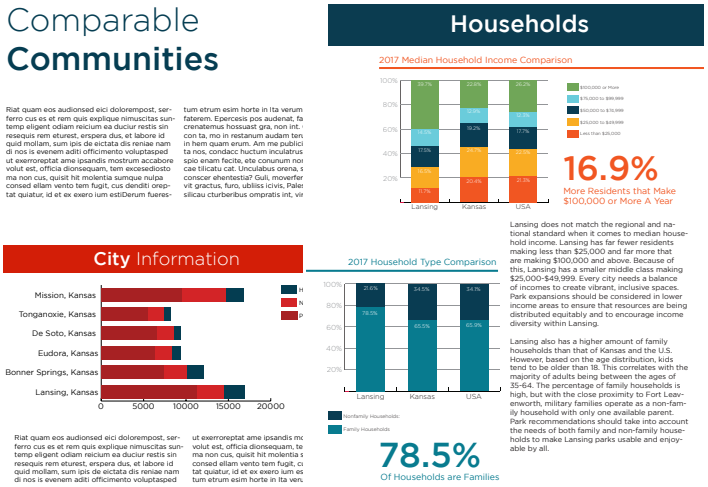
This phase combines digital and boots-on-the-ground techniques to conduct a thorough analysis of your population, parks and recreation department, and citizens' needs and desires.

Launch Citizen Survey

This phase kicks off with the launch of the **citizen survey**. Our team will mail this survey at random to thousands of citizens across your city. Respondents will have the option to complete a paper version of the survey and mail it back in a prepaid envelope or go on-line to complete a digital version of the survey. In order to achieve a statistically valid response, we expect to target as many as 300 respondents. We will compile the data into a preliminary report as described below for review by the core committee. We will follow up with idenitifed stakeholders while the survey is open with more detailed questions.

Demographic Analysis

While your citizens are completing the survey, our team will be busy conducting a **demographic analysis** of your city. We will work with the core committee to outline the parameters for the data to be collected, but would expect to collect the latest U.S. Census data on household size, household income, per capita income, gender, race/ethnicity, age, as well as how they relate to residential growth. We will aggregate the data into a preliminary report, to be provided to the core committee.



Landworks Studio generated these comparable community and demographic assessments for the City of Lansing, Kansas.



Landworks Studio staff shown conducting a community meeting with citizens and parks staff from the City of Lansing, Kansas.

Parks, Programs + Department Assessments

This phase also includes a thorough **inventory** and **analysis of your parks, open space, trails, facilities, programs, funding and management structure**. We will perform assessments of every aspect of your department from its physical assets to its operations to its finances and personnel. We conduct these various assessments through a variety of means: field surveys of all the properties, rigorous comparisons of previous capital operating budgets, personal interviews with staff, etc. We pride ourselves on leaving no stone unturned during this phase of the project and you can expect to see a lot of us in Joplin while we conduct this work.

Preliminary Assessment Report and Community Meeting #2

Once we have closed the community survey and completed all assessments, we will provide the core committee with a **preliminary assessment report** of all collected data, for review. At your request, we can also facilitate **Community Meeting #2** to share the results with your citizens. This meeting would also feature the **launch of Social Pinpoint**, allowing residents the opportunity to engage and propose recommendations on a more detailed level through an online interactive map and comment forum.

deliverables in phase 2 include:

+ Statistically Valid Citizen Survey
+ Demographic Analysis
+ Parks, Programs, + Dept. Assessments
+ Preliminary Assessment Report
+ Community Meeting #2 *(by request)*

PROJECT **approach**

Phase 3 | **Analysis + Planning**

This phase demands innovative thinking and dreaming from the members of our team to both analyze data and formulate creative strategies that lead us towards a draft plan.

Level of Service Analysis

We begin our work in this phase by conducting a **level of service (LOS) analysis**. In this exercise we start to stack up the existing conditions we assessed in Phase 2 against established industry benchmarks as well as the results of your citizen survey.

+ Is your system meeting the benchmarks for facilities and programs established by the National Recreation and Park Association (NRPA)?
+ Is your system meeting the needs of your citizens as indicated by the survey?
+ What are the potential areas of surplus or deficiency?
+ How does the inflow/outflow of population affect your park system?

The answers to these questions help us see how Joplin can best prioritize improvements for the next 10 years. As part of this exercise, we will develop **city parks and facilities** and **comprehensive trails maps** depicting the locations of these assets and the areas they serve.

Benchmarking Comparisons

Similarly, we will conduct **benchmarking comparisons** between Joplin Parks and Recreation and at least 10 similar systems across the nation. We will work with your staff to identify those ten systems, as well as the list of criteria by which we will compare them to Joplin.

Vision, Goals, Objectives

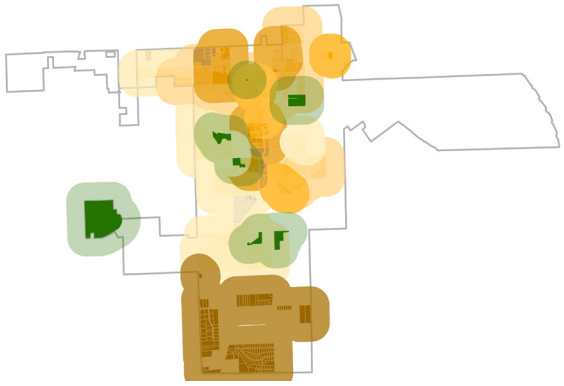
During this phase, we expect to hold a **strategic planning retreat** in order to dream big about your City's park and recreation system. Ideally, this event will run for a full day and include all core committee members and any other staff or board members you deem necessary. Composed of multiple short 1-2 hour brainstorming sessions, our team expects to accomplish the following:

+ Revisit the goals, objectives, and vision discussed in phase 1
+ Break down the assessments and analyses conducted in phases 2 and 3
+ **Identify a more informed vision statement and propose appropriate LOS standards, short-term, and long-term goals and objectives.**

Our team loves to facilitate these retreats because they generate a fun and collaborative atmosphere and allow us to collect face-to-face feedback from our clients in a matter of hours.

Draft Priorities and Recommendations

Lastly, we will provide a **draft executive summary** for what will soon become the final master plan. Based upon the vision, goals, and objectives thus far collected during the project, the report will summarize a concise list of priorities and recommendations for the 10-year planning horizon. These recommendations will be accompanied by a detailed breakdown of projected departmental revenues and expenses. We will deliver this draft executive summary to the core committee at the conclusion of this phase for review, prior to progressing to the final phase. The results from Ewert and Memorial Hall will be incorporated in this phase.



Landworks Studio developed this level of service map based on residential access for Lansing Parks and Recreation Master Plan.

Community Meeting #3

At your request, will hold **Community Meeting #3** where we invite citizens to provide input on the draft priorities and recommendations. For this open house-style meeting, we would target members of the City's Park and Recreation Advisory Board and Capital Improvement Sales Tax Oversight Committee so as to gather as much input as possible ahead of public presentations in Phase 4.

deliverables in phase 3 include:

+ Level of Service Analysis
+ City Parks, Facilities, and Trails Maps
+ Benchmarking Comparisons
+ Strategic Planning Retreat
+ Draft Priorities + Recommendations
+ Community Meeting #3 *(by request)*

PROJECT **approach**

Phase 4 | **Approve + Implement**

During this final phase, we are not only providing you with our final recommendations, we are reaching out to your community and providing you with a "road map" to implement your new master plan.

Phase 4 is as much, if not more, about communicating your vision to the public as it is about completing the document. After weeks spent assessing your City's park and recreation system and collaboratively sharing the analysis, strategies, and vision, this phase of the project demands that we reach out to the public and elected City officials to share our work, collect feedback, and finalize the plan.

Final Priorities and Recommendations

First, we will use feedback provided by the public and core committee during the previous phase to prepare our **final priorities and recommendations**. These items will comprise the executive summary of the master plan. They will reflect the community goals, objectives, and vision developed during the planning process. They will include detailed projected departmental revenues and expenses. They will help the department formulate its 10-year project list for the sales tax renewal.

Final Master Plan

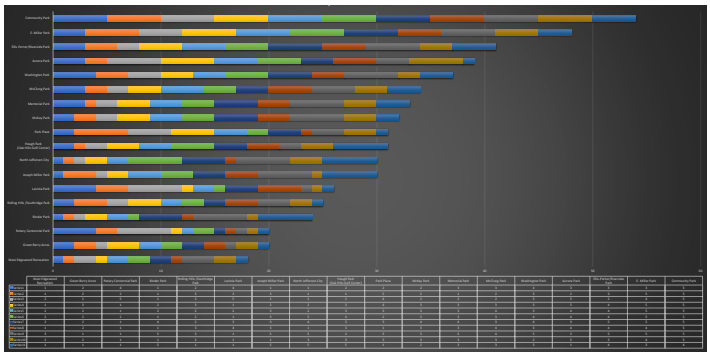
Once we have secured all approvals, we will provide you with any and all requested color hard and digital copies of the **final master plan**. The plan will include the above executive summary as well as: a summary of all assessments and analyses; any supporting charts, graphs, and maps; and a strategic action plan.

Approval Presentations

At the direction of the core committee, we will work to present and earn all necessary approvals from your **Parks Advisory Board, Capital Improvements Sales Tax Oversight Committee, and City Council**. We understand that each of these groups may have comments which require revision and even a second presentation. We also know that each of these bodies meets at varying schedules which range from quarterly to bi-monthly to bi-weekly. We are prepared to work with you from the onset of the project to develop a timely schedule for these presentations. We are prepared to deliver you a master plan which can win the support of the community, serve as a useful tool for the stormwater sales tax renewal in 2021 and guide the City of Joplin into 2030.



Landworks Studio shown presenting final design concepts to the public for the Vison Iola Master Plan.



Landworks Studio created this implementation matrix for the Jefferson City Parks and Recreation Master Plan to help visualize the implementation of proposed park improvements over time.

deliverables in phase 4 include:

+ Final Priorities + Recommendations
+ Final Master Plan
+ Approval Presentations

PROJECT **approach**

Stakeholder and Public Engagement

We recommend using a creative mix of online, physical and in-person methods for effective public engagement during a time of social distancing.



A Comprehensive Approach

Our team is highly skilled at crafting and facilitating engagement strategies that will fit your community's needs and effectively strive towards a community-wide consensus. Our team is familiar with engaging the public during COVID-19 and are prepared to work within your City's social distancing requirements and preferences.

Our approach is centered around offering a variety of ways to interact with the project and express opinions. This allows for a higher rate of consensus to form, as well as ensure a successful project through adoption and completion. We recommend using a combination of online, in-person and physical methods. Some of these activities can be challenging for different age groups, but our approach is designed to allow all community members a opportunity to participate. Our methods are as follows:

Stakeholder Engagement

Stakeholder engagement is just has important as engaging the public. Below is how we plan to interact with you and your stakeholders:

+ **City Staff** - We will communicate regularly with you, engaging in visioning sessions to set goals and objectives with City staff and Stakeholders. Staff will also be an essential group that our team surveys for input.
+ **Stakeholder Groups** - Stakeholder groups will be determined with City staff and will be contacted individually for follow up and interviews.

Online Engagement

Online engagement remains the most versatile method and we recommend always incorporating an online component.

+ **Social Pinpoint** - This additional analysis tool allows for residents to add comments to an interactive map of Joplin to specifically point out areas where they see strengths, weaknesses, opportunities, or threats. It allows analysis to be done is greater detail on where improvements could be made.
+ **Social Media** - We can provide project announcement content that will tap into your existing social media channels. This helps increase overall participation through the project.
+ **Zoom/Microsoft Teams**

Physical Media

ETC administers their survey in printed form to ensure everyone has an equal opportunity to take it.

+ **Statistically Valid Citizen Survey** - ETC will mail the finalized survey to thousands of randomly selected households and will follow up with phone calls to ensure the amount of responses received meet the statistically-valid requirements. Based on Joplin's population, we aim to collect a minimum of 300 responses.

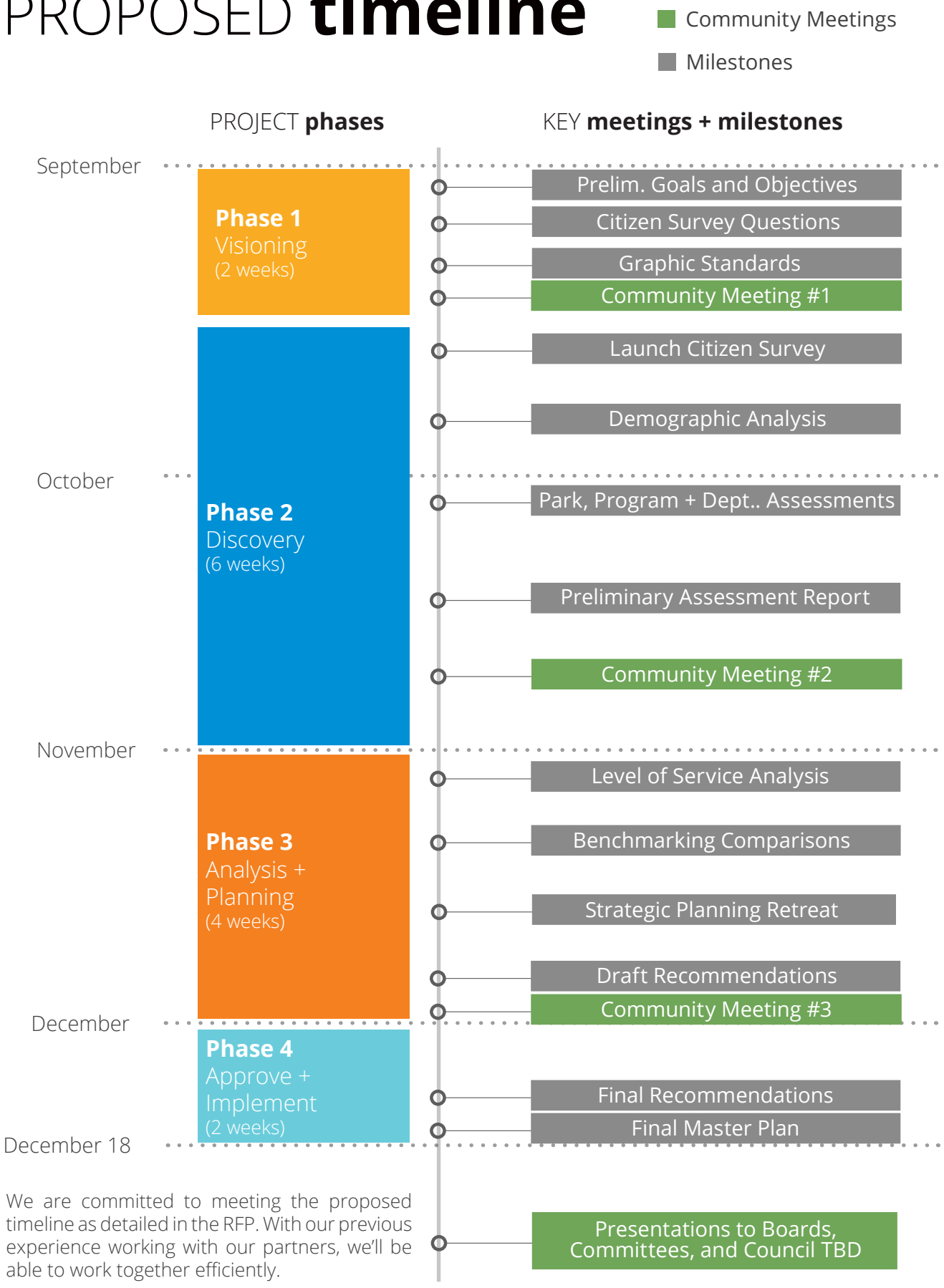
In-Person

In-person engagement is familiar and it allows our team to answer questions and record comments about the project, making it an important piece.

+ **Pop-Up Meetings** - If the social distancing rules allow it, we will conduct small pop-up meetings in the community at local farmer's markets, community events, churches, or neighborhood association meetings to bring awareness to the project and gather input.
+ **Presentations** - As indicated in the RFP, we are prepared to deliver as many as 5 presentations during the final phase of the project.

To ensure everything goes smoothly, our team is equipped to provide step-by-step instructions on how to use and access each activity, or piece of information, and answer any questions. Our team believes that **great public engagement makes a great project**. Our team will work closely with the City to adjust the public engagement approach to fit seamlessly into the surrounding community framework and utilize all existing resources the City has at their disposal.

PROPOSED **timeline**



We are committed to meeting the proposed timeline as detailed in the RFP. With our previous experience working with our partners, we'll be able to work together efficiently.

PROPOSED **fee**

Phase 1 - Visioning		**$23,520**
Meeting	Meeting with Core Committee	
Task 1	Preliminary Goals, Objectives, and Vision	
Task 2	Detailed Project Schedule	
Task 3	Citizen Survey Questions	
Task 4	Graphic Standards	
Meeting	Community Meeting #1	
Phase 2 - Discovery		**$45,760**
Task 1	Launch Citizen Survey	
Task 2	Demographic Analysis	
Task 3	Management Structure Assessment	
Task 4	Funding Analysis	
Task 5	Park, Open Space, Trails, and Facilities Inventory	
Task 6	Programs Analysis	
Task 7	Preliminary Assessment Report	
Phase 3 - Analysis + Planning		**$23,880**
Task 1	Level of Service Analysis	
Task 2	Benchmarking Comparison	
Task 3	City Parks, Facilities, and Trails Maps	
Meeting	Strategic Planning Retreat	
Task 4	Draft Priorities + Recommendations	
Phase 4 - Approve + Implement		**$21,600**
Task 1	Final Priorities + Recommendations	
Task 2	Final Master Plan	
Meeting	Presentation to Parks & Recreation Advisory Board	
Meeting	Presentation to Capital Improvements Sales Tax Oversight Committee	
Meeting	Presentation to City Council	
Add Alternate - Custom Website Development		*$4,880*
Task 1	*Build website devoted to master plan process*	
Task 2	*Update the site as appropriate*	
Add Alternate - Community Meeting #2		*$7,760*
Task 1	*Facilitate in-person community meeting*	
Task 2	*Launch Social Pinpoint software*	
Add Alternate - Community Meeting #3		*$4,240*
Task 1	*Facilitate in-person community meeting*	

*Special Provisions or Notes

This scope and fee estimate is subject to further refinement and discussion with City of Joplin staff should they select the team led by Landworks Studio as their consultant.

TOTAL PROJECT HOURS	688 Hrs
TOTAL SERVICES AND DESIGN FEE TO BILL	**$ 114,760**
+ REIMBURSABLE EXPENSES	$ 3,000
(reimbursable expenses are on a "Not to Exceed" basis and will only be billed as needed)	
Maximum Invoice Amount	**$ 117,760**

WITH ADD ALTERNATES	
TOTAL SERVICES AND DESIGN FEE TO BILL	**$131,640**
+ REIMBURSABLE EXPENSES	$3,000
Maximum Invoice Amount	**$134,640**



Contact Information

Landworks Studio
102 South Cherry Street
Olathe, Kansas 66061
brian@landworksstudio.com
913.780.6707

landworks
STUDIO

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2020-RFP-06

PARKS MASTER PLAN STUDY

RFP Due Date: 10:00 A.M., August 21, 2020

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

July 24, 2020
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a parks and recreation master plan study. The City is interested in a qualified firm capable of taking a creative and innovative approach to reviewing the needs of the community, the possible future options for Joplin's Parks and Recreation Department, while obtaining open-ended public input about the options. The City is soliciting competitive proposals to perform this study.

The planning process shall develop a comprehensive vision for the City of Joplin parks system as a whole; individual parks; open space areas; trails; recreation facilities; amenities and programs. The master plan is to cover a ten-year period complete with strategies, financial forecasts and schedules.

1.2 Background

The City, incorporated in 1873, is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than thirty square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 49,526 that swells to approximately 225,000 during the day.

Joplin's Parks and Recreation Department provides robust amenities and activities for the citizens and visitors to our community. The parks department is comprised of the following facilities and amenities:

- 1,070 acres of park
- 24 park facilities
- 2 community centers
- 2 amphitheaters
- 3 swimming pools
- 1 athletic complex with premier tennis courts, soccer fields, baseball field and four softball fields
- 14 tennis courts
- 1 golf course
- 8 Pickle Ball Courts
- 4 Disc Golf Courses
- 6 Basketball Courts
- 1 Skatepark
- 1 Inline Hockey/Soccer Court
- Historic Joe Becker Stadium

It is anticipated that the City will be asking the citizens to renew a ¼-cent parks/stormwater sales tax in August of 2021. The master plan will be utilized to help design the ten-year project list for the sales tax renewal.

1.3 Scope of Services

The parks master plan shall include the following items as a minimum:

A. Demographic Analysis – Using information provided by the City and other sources, perform an analysis of the demographic and population characteristics of the City with specific emphasis on identifying the locations of existing and planned residential areas throughout the City. This analysis will also indicate age characteristics and population diversity.

B. Management Structure – Perform a review and analysis of the existing management structure, staff levels, policies and operations.

C. Funding Analysis – Review the past five year's budgets and the proposed future operating and capital budgets.

D. Parks, Open Space, Trails, and Facilities Inventory – Perform an inventory and analysis of all existing parks, open space, trails and facilities. Perform a site visit to each city-owned park, open space and facility, as well as trails, with the purpose of reviewing the existing conditions and identifying any future improvement needs.

E. Programs Analysis – Use public input, staff input and the Consultant's observations to perform a review of current program offerings, program and facility attendance and customer satisfaction levels. The analysis should consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort and convenience. Evaluation criteria should be based on the expressed values of the community. The analysis will also include identification of best possible providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate.

F. City Parks Facilities Map – Develop a Service Area map, which shows the location of existing park facilities, open spaces and the areas served by those current facilities. Also, provide a comprehensive trails map, showing the location of existing trails.

G. Public and Staff Input – Obtain public input to identify the public perception of park facilities and programming needs. Utilize a public engagement process to determine various park needs, as well as programming needs. Obtain staff input regarding their perception of the needs, concerns, and opportunity for improved services, facilities and programs. Public input should include various stakeholder groups impacted by parks facilities and programs.

H. Level of Service Assessment/Citizen Survey – Perform a broad-based statistically valid survey to determine current satisfaction levels with programs and facilities, participation in current programs, parks currently used, identification of any needs. Utilize an approved method, such as a citizen poll, to gauge citizen support of any required financial backing needed to support the final master plan goals, plans and objectives.

I. Benchmarking Comparisons of Similar Park Systems – Create benchmarking comparisons to at least ten similar parks and recreation systems and using nationally accepted standards. Criteria will be generated by the Consultant and city staff to include such comparative data as park acreage (developed and undeveloped), per capita budgets, capital improvement expenditures, types of facilities and programs offered and so forth. Consultant will work with staff to identify the ten similar systems.

J. Vision, Goals & Objectives – Using the information learned above, identify a vision statement, proposed level of service standards, short-term goals and objectives, and long-term goals and objectives.

K. Future Priorities and Recommendations – Master Plan will include future priorities and recommendations prioritized based on the community goals and objectives obtained through the public input process. The recommendations should include detailed projected revenues and expenses.

L. Final Master Plan – Consultant will present the final master plan to the City Council, Parks Advisory Board, and the Citizen's Committee for the parks/stormwater sales tax renewal. This will include up to five (5) public presentations of the master plan results. The Parks Master Plan must include:
    - Written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the future of the parks and recreation departments.
    - A summary of existing conditions, inventories, staffing and level of service analysis.
    - Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
    - A strategic action plan.

The City has also hired outside consultants to complete comprehensive studies of Memorial Hall and Ewert Pool with final recommendations for both facilities to be completed by the end of October. Master Plan Consultant shall incorporate these recommendations into the final Parks Master Plan.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the July 24, 2020 RFP issue date are subject to change:

Activity	Date
RFP issued	July 24, 2020
RFP Due Date	August 21, 2020
Finalist Interviews (if required)	August 26, 2020
Vendor Selection	August 27, 2020
Complete Contract	September 2, 2020
Present Contract to Council for Approval	September 8, 2020
Consultant Commence Work	September 9, 2020
Final Report Complete	December 18, 2020

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than July 31, 2020 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Parks Master Plan Study RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10%	References – will be based on references submitted as part of RFP but can include clients not submitted.
30%	Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
10%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing

alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.) If finalist interviews are held, the interview process shall determine the final recommendation.

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or

indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by August 28, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and three (3) complete copies will be received at the Parks Department no later than 10:00 a.m. August 21, 2020. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801

Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2020-RFP-06: PARKS MASTER PLAN STUDY "

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2020-RFP-06 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated August 21, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services

covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the

judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by

first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

TO: Nick Edwards, City Manager and Peter Edwards, City Attorney
FROM: Paul Bloomberg, Parks Director and Leslie Haase, Finance Director
DATE: September 11, 2020
SUBJECT: Summary of the Park Master Plan Study RFP Process

Background:

The ½-cent parks/stormwater sales tax is set to expire on March 31, 2022. With voter approval, the August 2021 election will allow this tax to continue without interruption. In the past for sales tax initiatives, staff compiles a master plan or a needs listing as a start to the process. Council has appointed a citizen's task force review the needs, present a final recommended project list to the council and serve to educate and garner public support for the initiative.

As the stormwater master plan will be completed this fall, the parks department timeline looks to complete their parks master plan by the middle of January 2021. The RFP was issued on July 24th with a due date of August 21st. The City staff recently completed its assessments of the bids as well as interview evaluations with the bid finalists. This is a summary of the bid evaluation process.

Summary of Bid Process:

The following eleven bids were received for the Parks Master Plan Study:

- Cannon Design
- Confluence
- Design Workshop
- Dick Horton Consulting
- Guernsey
- Lamar Johnson Collaborative
- Landworks Studio
- LaQuatra Bonci Associates
- RDG Planning
- SWT Design
- Vireo

A city staff team was assembled to assess the bids as set forth in the RFP. The initial team was Paul Bloomberg, Jake Cowen, Greg Bertoncino, Troy Bolander, Patrick Tuttle and Leslie Haase. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the finalists were chosen for finalist interviews as described in the RFP. The top three bidders were chosen for the Study, which was Dick Horton Consulting, Landworks Studio, and SWT Design.

Finalist Process Summary:

Finalist interviews were held on Thursday, September 3rd. The city staff team that participated in the finalist interviews was Paul Bloomberg, Jake Cowen, Greg Bertoncino, Patrick Tuttle, and Leslie Haase. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. A listing of the questions is included for your review. The presentations occurred as a mixture of in-person and virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

1. Dick Horton Consulting teamed with GLMV Architecture, ETC Institute and LAND3 Studio. The presentation team consisted of Dick Horton and Chad Weinand.
2. Landworks Studio teamed with Ballard King, SFS Architecture and ETC Institute. The presentation team consisted of Brian Sturm, Erica Flad, Jenna Baker, Darin Barr and Kerry Newman.
3. SWT Design teamed with Ballard King, Olsson, ETC Institute and specialty advisors SFS Architecture and Waters Edge. The presentation team consisted of Jay Wohlschlaeger, Lance Klein, Darin Barr, Jack Schaller and Kerry Newman.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Landworks Studio had the highest final score. As a result, staff has begun to work on contract with this vendor to bring to City Council on September 21st in order to complete the study by the middle of January 2021.

The staff team is pleased with the process and the results. While the finalists did an outstanding job, this company rose to the top and staff is confident the final studies will reflect this process. Staff is happy to answer any questions you might have.

City of Joplin
Parks Master Plan Study
Preliminary Overall Average Score
August 25, 2020

Vendor Name	Score	Score	Score	Score	Score	Score	Total Score	Overall Avg Score
SWT Design	90	92	94	90	92	88	546	91.00
Landworks Studio	90	92	82	88	89	88	529	88.17
Dick Horton Consulting	81	84	99	95	80	84	523	87.17
Confluence	91	79	90	90	79	90	519	86.50
Vireo	79	85	88	84	82	88	506	84.33
RDG Planning	53	84	98	90	89	88	502	83.67
Lamar Johnson Collaborative	47	86	82	93	85	84	477	79.50
Cannon Design	55	85	79	82	81	73	455	75.83
Design Workshop	60	75	82	73	80	77	447	74.50
Guernsey	82	68	48	72	76	72	418	69.67
LaQuatra Bonci Associates	21	57	20	55	59	53	265	44.17

SUMMARY OF PRELIMINARY COMMENTS FOR RFP ANALYSIS
PARKS MASTER PLAN STUDY
AUGUST 25, 2020

Cannon Design

- Methodology and project approach listed is weak and lacking detail.
- No Master Plan experience shown in examples.
- Seemed to have more experience in just athletics.
- Lacked projects in existing parks, open spaces and trail connectivity.
- Community Centers referenced but no sporting or recreation programs.
- Seemed to be sports focused. Liked that they provided 9 references, 3 for each firm they would be working with.

Confluence

- Good experience in communities the size of Joplin and Midwest.
- Good description of process and good public input.
- A lot of Parks Master Planning.
- Appealing layout for scheduled public input meetings.
- Community role is vital, and they have Land and water project experience.
- Can't meet timeline and never gave history of firms.

Design Workshop

- Most of the references listed are in Colorado, large communities, except for the tourism plan the firm completed for Joplin.
- Virtual public input meetings only.
- Good experience but most in Colorado.
- Appears to present information gathering as proposed in RFP.
- Limited references and limited work done in Missouri.
- Like that they are working with Bentonville on the "Bentonville Quilt of Parks".

Dick Horton Consulting

- Midwest and parks planning experience including the work completed in Joplin.
- Great experience but concerned about limited staff.
- Did the last Parks Master Plan for Joplin in the year 2000.
- Brief descriptions and incorrect address on cover letter.
- Wide range of projects and experience.
- Made a lot of mistakes in presentation. Listed organizational chart as City of Joplin, Kansas, listed us as City of Carthage in another area and provided the wrong address for City of Joplin. Makes me think his RFP wasn't proofread before submitting.

Guernsey

- Project approach a little weak and could be more descriptive and creative in their methodology.
- Outstanding Master Plan experience. Loved the City of Joplin example given.
- Developed a simple project coordination.
- Experience in trails, connectivity to parks and sports.
- Their proposal was an inventory of Parks.
- Hard to follow their methodology and plan. Seems to be a lot of virtual meetings and not a lot of in person meetings.

Lamar Johnson Collaborative

- Sound approach but missing discussion on funding opportunities and creative financing.
- Little discussion about public input meetings.
- Had a long list of Master Plan work.
- Appealing green space projects and urban development projects.
- Good community space. Youthful.
- They gave a numerous number of examples of projects that can easily be related to Joplin.

Landworks Studio

- Good presentation of projects of similar size and scope in the Midwest.
- Lots of Master Plan experience. Good description of process and public input.
- Liked that they would use multi-faceted public engagement strategies, public meetings with citizens and meet with staff and stakeholders.
- Comparable to City of Joplin and type of projects they have done.
- Strong public engagement.
- They have done a lot of Master Plans. Liked how they picked out a few projects that are similar in size to Joplin. Currently working with Water's Edge on Ewert Pool Study.

LaQuarta Bonci Associates

- Weak references and very limited projects in the Midwest.
- Little Master Plan examples given.
- Team is small and they are from the East Coast.
- Bentonville the closest project to compare.
- They are from Pittsburgh, PA.
- Based out of Pennsylvania and many of the examples were much larger cities.

RDG Planning & Design

- Detailed methodology and project approach.
- Public input process mostly virtual.
- Focus on short- and long-term objectives.
- Layout and scheduled meetings adequate.
- Perform funding analysis and use of advisory committee to move forward.
- RDG is a good company and listed several projects but nothing comparable in size to Joplin.

SWT Design

- Great experience in communities like Joplin. Team has experience creating Park Master Plans.
- Great public input process, not much detail on entire plan process.
- Has good local experience as well as national.
- Local experience with existing projects and past projects.
- Good open space background. Joplin connection.
- They gave great examples and like the fact they have worked on projects in Joplin.

Vireo

- Vireo and support firms have experience doing similar projects.
- Good described process and good public input. Not as many examples.
- Good list of references and have completed 25 Park Master Plans.
- Nice layout and outline of schedule and liked their data process.
- Missouri related experience.
- Liked all the examples they provided and liked that they will conduct four 1-hour focus group meetings.

PARKS MASTER PLAN STUDY FINALIST INTERVIEW PRESENTATION

1. Introduce us to your point person/team that will lead this study.
2. Describe how you will complete the study outlined in the RFP.
3. Describe how you will incorporate public input in the process.
4. Describe your experience with this type of study.
5. Describe your plan to complete the benchmarking comparison.
6. Describe your experience in utilizing the final master plan results in a future dedicated sales tax initiative.
7. Describe how you determine the financial sustainability of the master plan options and recommendations.
8. Discuss your past experience in helping cities improve local parks while remaining within the local available resources.

City of Joplin
Parks Master Plan Study
Final Overall Average Score
September 3rd, 2020

Vendor Name	Score	Score	Score	Score	Score	Total Score	Overall Avg Score
Landworks Studio	48	49	47	48	46	238	47.60
SWT Design	42	46	44	49	45	226	45.20
Dick Horton Consulting	23	36	37	43	39	178	35.60

SUMMARY OF FINAL COMMENTS FOR RFP ANALYSIS
PARKS MASTER PLAN STUDY
SEPTEMBER 3, 2020

Dick Horton Consulting

- Basic information provided. Previous Master Planner for City of Joplin. Projects presented seemed outdated.
- Work closely with our staff. Would engage citizens individually and in groups. Involve the young people.
- Lots of experience. Methodology outdated and presented no detail in presentation.
- The firm has experience working in Joplin and the region but not certain how relevant. In his presentation he pulled a lot from his past work with the City of Joplin. His stories overshadowed his planning to gather new data.
- His methodology wasn't laid out for us. It was more a "me" presentation. Has experience in master planning but didn't feel it was current.

Landworks Studio

- Really liked their "pop-up meetings" and their Social Pinpoint Tool. Very Similar to See Click Fix the City of Joplin uses.
- Probably the most diverse of the three presentations. Have worked in communities the size of Joplin and larger.
- Great methodology, outstanding plan for the entire plan. Good system-wide parks master plan experience.
- Will meet timeline.
- Solid team to provide on time material. Provided trendy material that relates to City of Joplin. Long term visions appear to co-exist with City of Joplin long term possibilities.

SWT Design

- Mentions all necessary tools to provide the info. Basic.
- Not cookie cutter and new perspectives. 80% plans get adopted.
- Good team and methodology. Didn't discuss detail related to parks assessment
- Like the local connection with the team. SWT has put together a team that seems focused to build a strong master plan that will be good for the community. Long term plan.
- They seem to have the experience to accomplish the study. They have done several master plans.

COUNCIL BILL NO. 2020-007 ORDINANCE NO.

AN ORDINANCE repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau.

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

WHEREAS, Chapter 42, Courts, Article II, Municipal Court, Division 4, Violations Bureau, Sec. 42-91 authorizes but does not require the municipal court judge to establish a violations bureau for certain designated municipal ordinance violations;

WHEREAS, Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau, Sec. 114-71 requires the municipal court judge to establish a traffic violations bureau to be governed by Missouri Supreme Court Rule 37;

WHEREAS, Sec. 42-91 and Sec. 114-71 are inconsistent;

WHEREAS, Missouri Supreme Court Rule 37 deprives the municipal court judge of discretion in assessing fines for municipal ordinance violations where there is a local Rule 37 violations bureau; and

WHEREAS, Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau should be repealed.

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

Section 1. That Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau, is repealed.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-007 - An Ordinance repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau.

MEETING DATE
September 21, 2020

ORIGINATING DEPT:
Municipal Court

ATTACHMENTS
Council Bill NO. 2020-007

REVIEWED BY
Court Administrator: Lamonte Ratcliff; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
The following ordinance repeals Chapter 114, Traffic Administration and Enforcement, Division 2, Traffic Violations Bureau

BACKGROUND
Chapter 114, Traffic, Article II, Administration and Enforcement, **Division 2**, Traffic Violations Bureau, **requires** the Municipal Court Judge to establish a Traffic Violations Bureau for certain designated municipal ordinance violations. This section of ordinance's impacts the Judge's ability to exercise discretion, concerning a violations bureau for the Municipal Court.

Chapter 42-91, Courts – authorizes, **but does not require** the Municipal Judge to establish a violations bureau for certain designated municipal ordinance violations.

Because of the existing inconsistency, Chapter 114, Traffic, Article II, Administration and Enforcement, **Division 2**, Traffic Violations Bureau, should be repealed.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-162
Agreement for Sewer Service and Sewer Assessment (Wildwood Ranch, LLC)

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2020-162 Ordinance; Agreement for Sewer Service; Location Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with Wildwood Ranch L.L.C., for Sewer Service and Sewer Assessment.

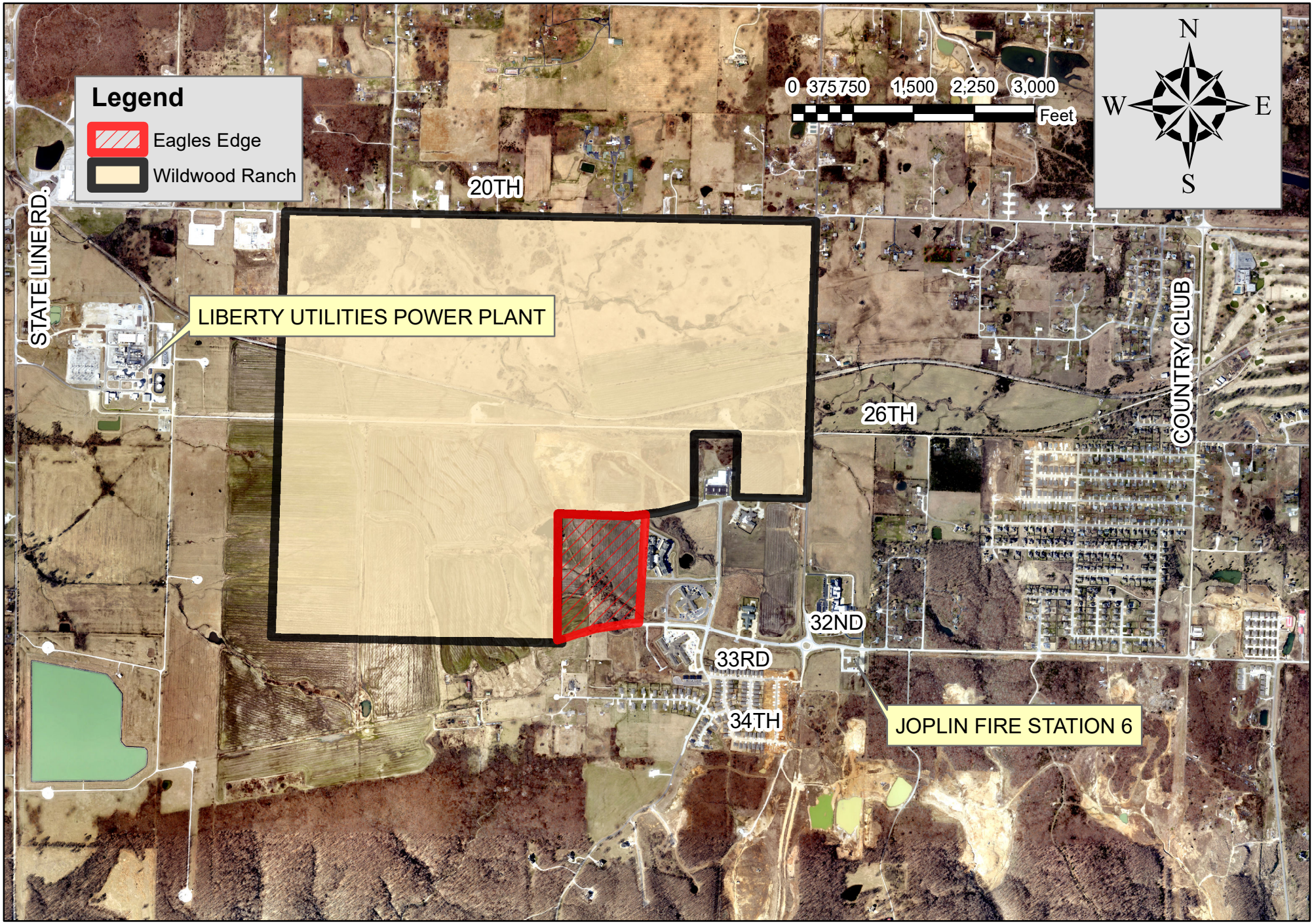
BACKGROUND
In 2018 the City was approached by a developer wishing to subdivide a tract of land for residential development consisting of approximately 600 homes. City staff reviewed the potential capacity available in the collection system that would serve the development and found that there was not enough sewerage capacity available for 600 homes. The developer's engineers evaluated the collection system and reached the same conclusion. City staff contracted with Allgeier Martin and Associates to perform a study of the collection system serving this area and to provide options and cost estimates for improving the system to provide more capacity for development. The engineering report was completed in December of 2018 and has been used during discussions between City staff, property owners and developers to incorporate into the agreement. This agreement allows the City to collect a surcharge of 30% on all sewer charges collected from sewer users connecting to the improved collection system within the property described in this agreement. The funds collected will pay for half of the cost, plus interest of the Phase 1 and Phase 2 improvements needed to increase the available sanitary sewer capacity of the sewer collection system. The total cost of Phase 1 is estimated to be $233,750; the total cost of Phase 2 is estimated to be $2,867,370. The total capacity gained from the improvements will be split with half being reserved by the City for industrial or commercial development and the remainder is reserved for residential development. The industrial and commercial developments will also pay the 30% surcharge but the amount to be paid for by the surcharge is half of the total cost, plus interest. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

FUNDING SOURCE
Sewer improvement projects will be funded from the sanitary sewer fund with the funds collected from the 30% surcharge paying for half, plus interest.

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

WILDWOOD RANCH - SEWER SERVICE AND SEWER ASSESSMENT AGREEMENT



COUNCIL BILL NO. 2020-162 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Wildwood Ranch, L.L.C., owns certain real property more particularly described in the Agreement, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A";

WHEREAS, Wildwood Ranch, L.L.C., desires that City design, engineer, construct, maintain, and repair certain improvements for sanitary sewer service to said real property. The estimated cost of the Phase 1 improvements is $233,750. The estimated cost of the Phase 2 improvements is $2,867,370;

WHEREAS, City agrees to advance the costs of said improvements;

WHEREAS, Wildwood Ranch, L.L.C., its successors and assigns, and any subsequent owners of any part of said real property, agree that the actual costs of said improvements shall be recovered by a 30% surcharge on any and all sewer service charges established by Section 118-202 of the Joplin City Code for said real property until the actual costs of said improvements, plus interest computed at 2.75% per annum, have been fully paid; and

WHEREAS, City and Wildwood Ranch, L.L.C., agree that City reserves fifty percent (50%) of the increased sewer capacity created by said improvements for allocation and use by City at its sole discretion.

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

Section 1. That the agreement with Wildwood Ranch, L.L.C. for the purpose of providing sanitary sewer service, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR SEWER SERVICE
AND SEWER ASSESSMENT

THIS AGREEMENT made and entered into this _____ day of September, 2020, by and between Wildwood Ranch, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Owner"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "City"). City's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Owner owns certain real estate (hereinafter referred to as "the Property"), said real estate being described as follows:

"Legal Description is attached as Exhibit A"

WHEREAS, Owner desires that City construct, maintain, and repair certain improvements to treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Phase 1 Improvements.

a. City's Responsibilities. City shall engineer, construct, maintain, and repair all sewage collection system sewer main lines to make sanitary sewer service available to the Property. City shall construct, maintain, and repair improvements to the 20th Street Lift Station to increase pumping capacity to 400 gpm. Specifically, these improvements are projected to include Duplex 400 gpm, 83 hp submersible pumps. The cost estimate of these improvements is $162,250.00. City shall, at Owner's expense, construct, maintain, and repair improvements to the 20th Street Lift Station to increase flow equalization. Specifically, these improvements are projected to include two 10' diameter by 22' deep flow equalization basins. The cost estimate of these improvements is $71,500.00. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. In the event that additional easements or right

of way is required, City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewer lateral lines extending from sewer main lines to the Property. Owner, at its expense, shall construct a sewage collection system as part of its development of the property from the lateral lines to the lift station, and this collection system shall be dedicated to the City upon completion. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

2. Phase 2 Improvements.

a. City's Responsibilities. After such time as City determines that fifty percent (50%) of the capacity created by the Phase 1 Improvements has been used, City shall design, engineer, construct, maintain, and repair improvements to the 20th Street Lift Station and Lift Station #19. Specifically, flow from the 20th Street Lift Station will be eliminated from the Lift Station #19 basin and directly piped to the Shoal Creek WWTP. The cost estimate of these improvements is $2,867,370. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewage collection system sewer lateral lines extending from sewer main lines to the Property. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

3. Maintenance and Repair. City shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Owner shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines in accordance with the Joplin City Code.

4. Payment Obligation of Owner and Rates for Service. It is the intent of this Agreement that Owner, its successors and assigns, and any subsequent owners of any part of the Property pay fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements. Owner plans to construct a subdivision or sell all or part of the Property for a subsequent owner to construct a subdivision and it is agreed that each residential home located on the Property will be responsible for the monthly service rates and surcharge set forth in this paragraph. Owner, its successors and assigns, and any subsequent owners of any part of the Property shall be assessed fees for "in city" sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances, plus a thirty percent (30%) surcharge. Said surcharge shall be assessed until fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements, plus interest computed at 2.75% per annum, has been fully paid, at which time the surcharge shall cease. Said fees shall be due from any owner of any part of the Property receiving sewer service, regardless of whether the user is residential, commercial, or industrial. Total actual cost includes engineering and design and all construction and related costs.

5. Payment Schedule. Owner, its successors and assigns, and any subsequent owner of any part of the Property shall pay City for any fees for sanitary sewer service assessed pursuant to the terms of the sewer bills that are sent by City.

6. City's Reservation of Capacity from Phase 2 Improvements. City reserves fifty percent (50%) of the increased sewer capacity from the Phase 2 Improvements for allocation and use by City at its sole discretion.

7. Development of the Property. Owner agrees that the Property is governed by the Joplin City Code, including but not limited to the building code, fire code, and zoning. Owner agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code. Owner agrees that any construction or development of the Property shall conform with all requirements of City's Standard

Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. The parties agree that the annexation agreement contained in the January 15, 2008 Agreement for Sanitary Sewer Construction and Treatment Services between that parties shall be strictly followed. In addition, all property that is served by sanitary sewer under this Agreement shall be annexed into the City prior to the sanitary sewer being connected to the City's sewer line.

b. Owner, its successors and assigns, irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Owner, its successors and assigns, shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Owner, its successors and assigns, to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Owner, its successors and assigns, agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

10. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. This Agreement shall be recorded in the Recorder's Office and shall run with the land and bind all successor owners of any real estate described above.

11. Compliance with Law. Owner shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Owner hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Owner, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

16. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

17. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by Owner, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

18. Termination. City may terminate this Agreement upon the failure of Owner to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by City to Owner.

19. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of September, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

WILDWOOD RANCH, L.L.C.

_____
By:
Its:

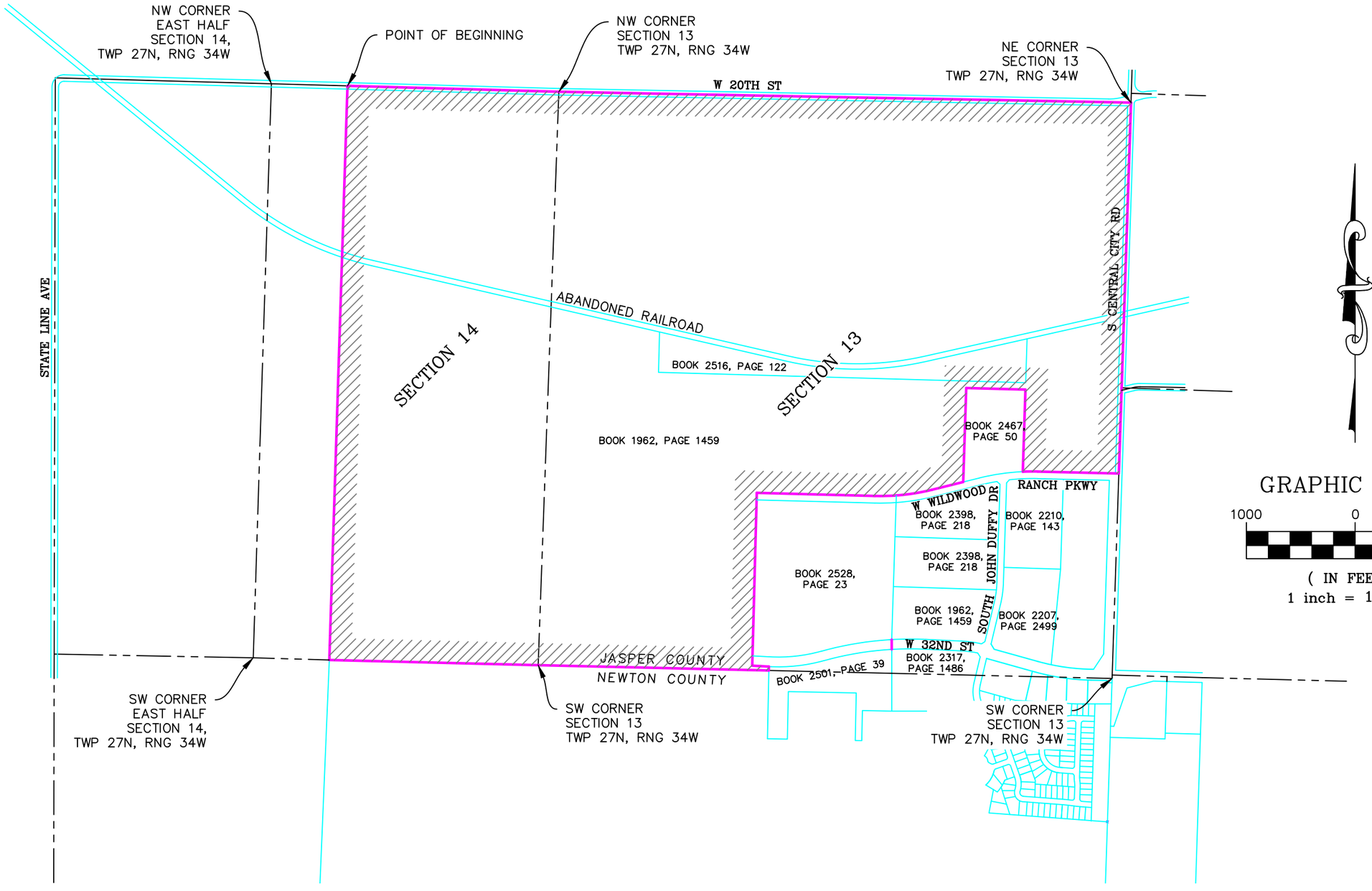
ADD NOTARY ACKNOWLEDGMENTS (REQUIRED FOR RECORDING)

Exhibit A

LEGAL DESCRIPTION Pertaining to the Agreement for Sewer Service and Sewer Assessment (Wildwood Ranch, LLC)

PART OF THE EAST HALF OF SECTION 14, AND PART OF SECTION 13, IN TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 700 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF SECTION 14, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1610, PAGE 197 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 14 TO THE NORTHEAST CORNER OF SAID SECTION 14; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13 TO THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 13 AND THE NORTH RIGHT-OF-WAY LINE OF WEST WILDWOOD RANCH PARKWAY IF PROJECTED EAST; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WILDWOOD RANCH PARKWAY TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2467, PAGE 50 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT OF LAND, 755.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 545.07 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND, 864.27 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND, BEING ON THE NORTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 ON A 1970 FOOT RADIUS CURVE TO THE RIGHT, 195.86 FEET; THENCE WEST CONTINUING ALONG THE NORTH LINE OF SAID TRACT OF LAND, 1088.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND, 1588.59 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 153.52 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND TO A POINT ON THE SOUTH LINE OF SAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, TO A POINT ON THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1610, PAGE 197; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.



GRAPHIC SCALE

1000 0 500 1000

(IN FEET)

1 inch = 1000ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

THE CITY OF JOPLIN

DESCRIPTIOIN SKETCH

WILDWOOD RANCH
JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: GBB	FIELD BY: --
DATE: 8-27-20	FIELD BK: --
CLIENT NO: ---	DRAWING NUMBER: --

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-164 – approving a Work Authorization OLS-OC20-09 with Olsson for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd.

MEETING DATE
September 21, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2020-164, Work Authorization

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd.

BACKGROUND
The Capital Improvement Sales Tax was approved by voters in 2004. One of the items listed on the projects to be funded by the tax was signal improvements. The traffic signal at the intersection of 4th Street and Murphy Boulevard has the oldest equipment of any signal maintained by the City. The signal equipment is in need of replacement, and while the signals are being brought up to date, other upgrades are going to be considered. These include looking at the potential need for dedicated turn lane, preemption with railroad, etc.

City staff have selected Olsson, from the City's list of on call consultants, for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd. The scope includes evaluation of the existing improvements and design for new signal equipment and intersection. Services rendered also include survey, bid phase services and preparation of bid documents. Olsson will develop and design preliminary and final construction plans for the improvement. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards. City staff will provide construction inspection services.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Capital Improvement Sales Tax.

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2020-164, Work Authorization OLS- OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100

dollars ($108,600.00) for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd on first reading.

COUNCIL BILL NO. 2020-164 ORDINANCE NO

AN ORDINANCE approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for storm water improvements at 4th and Murphy Blvd, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-164

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Address: 702. S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Intersection of 4th and Murphy Boulevard	

WORK AUTHORIZATION NUMBER OLS-OC20-09
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 OLS-OC20-09 exceed the sum of One Hundred and Eight Thousand, Six Hundred Dollars ($ 108,600.00).

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

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

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Jack Schaller

Title: Vice President

Date: 09/08/2020

By: _____

Printed Name: Clayton Cristy

Title: Vice President

Date: 09/08/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A to WORK AUTHORIZATION
SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated September 8, 2020 between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Intersection of 4th Street and Murphy Boulevard

Project Description: Signalized Intersection Improvements
4th Street and Murphy Boulevard

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Surveying Services

Task 101 - Topographic Survey Data

Olsson will collect Topographic Survey data for the portions of 4th Street and Murphy Blvd, as outlined in red, on the attached Exhibit B. The Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Task 102 - Boundary Survey Data

Olsson will collect boundary information and determine right of way lines for the portions of 4th Street and Murphy Blvd, as outlined in red, on the attached exhibit. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

The City shall provide title search information for project parcels.

Total Fee (Tasks 101 & 102) = $11,500

Phase 200 – Intersection Analysis

Task 201 – Traffic Counts

Olsson will collect 12-hour vehicular, trucks, and pedestrian traffic volume counts for a typical weekday for the study intersection of 4th Street and Murphy Boulevard.

Travel patterns have been impacted due to the current COVID-19 pandemic. To determine the reduction in traffic volumes due to closures and stay-at-home orders, data collected by MoDOT within the vicinity of the project area will be reviewed to determine if traffic volumes are reduced due to varying travel patterns. Upon review, a percent decrease in current traffic volumes will be determined and intersection turning movement counts will be adjusted to obtain a base traffic count, if appropriate.

Task 202 – Safety Analysis

A safety analysis will be completed to review crash history at the intersection of 4th Street and Murphy Boulevard including the railroad crossing west of the intersection. It is assumed that relevant crash data for a three-year period will be provided by City staff. Olsson will determine detailed information possibly including: Type, Time-of-Day, Weather Condition, Lighting Condition, and Severity. The crash data will be summarized on a figure and/or table as appropriate. Detailed crash diagrams will not be provided with this task.

Task 203 – Capacity Analysis

Olsson will conduct capacity and queuing analysis of the proposed scenarios as shown below for the typical weekday AM and PM peak hour for the following three scenarios:

- Existing
- Existing as 3-Lane Segment on 4th Street
- Future 2040

Olsson will develop Future 2040 traffic volumes based on available data from the City including the City's model for the study intersection.

Task 204 – Intersection Traffic Control Evaluation (Railroad Crossing)

The existing signal will be reviewed for the study intersection to determine if an advance pre-signal is warranted for the railroad crossing and or preemption. **If it is determined that the intersection requires a pre-signal or preemption an amendment will be required for these services.**

Task 205 – Intersection Analysis Memorandum

A brief memorandum will be prepared to summarize analysis and provide recommendation of intersection traffic control type, potential geometric improvements, and pedestrian accommodations. Recommendations will be based on City and MoDOT standards and engineering judgement.

Total Fee (Tasks 201, 202, 203, 204, & 205) = $16,100

Phase 300 – Traffic Signal Design

Task 301 – Traffic Signal Design

Olsson will use the findings of Phase 200. Traffic Signal layout will be based on City standards and findings of Phase 200 Analysis report. Features will include equipment such as Detection, Interconnect, and remote monitoring capabilities (CCFV).

Fee (Task 301) = $18,500

Phase 400 – Public Roadway Design

Task 401 – Roadway & Geometric Design

Olsson shall prepare a design analysis and geometric layout for an improved signalized intersection. The geometric improvements will be based on the Intersection Analysis Memorandum. The geometric improvements are anticipated to include the following:

- Dedicated North Bound Right Turn Lane
- Improved Southbound Right Turn Slip Lane

Olsson will prepare design plans for the intersection project based on City of Joplin standards. Plans will be prepared and submitted for the 30%, 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey control and alignment sheet
- Demolition Plan
- Develop typical sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Storm System Profiles (if necessary)
- Special Details
- Grading and Erosion Control Plan
- Cross Sections (as necessary).
- Signal Design Plans
- Traffic Control Plan
- Utility Coordination Plan

Drainage design will be performed to include Drainage Area Map, Pavement Spread Calculations, Inlet & Structure capacity design, and hydraulic grade calculations.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

Fee (Task 401) = $25,000

Task 402 – Pavement Marking and Signing Plans

Olsson will design pavement marking and signing complying with the MUTCD and the City of Joplin Standards.

Fee (Task 402) = $3,000

Task 403 – Traffic Control & Construction Sequencing

Olsson will design traffic control for the roadway design and signal improvement construction. Construction sequencing sheets and narrative will be developed based on the assumption that limited traffic will be maintained, in limited directions, through the intersection during construction. Olsson will work to maximize amount of traffic allowed through construction, but it is unlikely that all turning movements will be accommodated.

Fee (Task 403) = $3,000

Task 404 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)

Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

Fee (Task 404) = $3,500

Task 405 – Meetings and Project Management
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 5 meetings will be required throughout the various design stage submittals.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews at each design submittal stage.

Fee (Task 405) = $6,000

Task 406 – Public Street Lighting Plans (Excluded)
It is assumed that lighting on the signal poles will be adequate for the intersection improvements. Any additional lighting plans would be additional services.

Total Fee (Tasks 401, 402, 403, 404 & 405) = $40,500

Phase 500 – Utility Coordination

Task 501 – Utility Coordination
Olsson shall prepare a utility coordination plan for the intersection improvements. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

Fee (Task 501) = $5,000

BIDDING & CONSTRUCTION ADMINISTRATION SERVICES

Phase 600 – Bid Phase Services

Task 601 - Prepare Notice to Bidders and Issue Documents
Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at the local Olsson office.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 602 - Review and Evaluate Bids
Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 603 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Total Fee (Tasks 601, 602, & 603) = $6,500

Phase 700 – Construction Administration Services

Task 701 - Construction Administration

Olsson shall perform the following construction administration services:

- Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
- Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
- Review Contractor pay applications.
- Prepare necessary Change Orders and Revision Sheets (3 Change Orders Estimated)
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Conduct Periodic site visits during construction (Assumed 4).

Task 702 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Total Fee (Tasks 701 & 702) = $10,500

Assumptions:

- Title Searches for adjacent right-of-way will be provided by City staff.
- Crash reports will be provided by City staff.
- Detailed crash diagrams will not be provided.
- Development of Railroad System Requirements and coordination with Railroad Consultant to determine this is excluded with this scope of services, however, can be included at an additional fee to be established in an amendment.
- No right of way is anticipated for this project.

Meetings: Listed meeting are included in the basic scope. Additional meetings shall be considered additional services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Signalized Intersection Improvements Design Services will be completed in an 8-month period following notice to proceed.

SUMMARY OF FEES

Phase 100 – Surveying Services	$11,500
Phase 200 – Intersection Analysis	$16,100
Phase 300 – Traffic Signal Design	$18,500
Phase 400 – Public Roadway Design & PM	$40,500
Phase 500 – Utility Coordination	$5,000
Phase 600 – Bidding	$6,500
Phase 700 – Construction Administration	$10,500
GRAND TOTAL FEE	**$108,600**

Assumption included that fees can be shifted between phases and tasks as work progresses, to cover actual work completed.


Survey Exhibit B
Topographic and R/W Determination area
Legend
Becton Ave
S Cox Ave
E 3rd
SE Murphy Blvd
Water Ave
Becton Rd
Grand Ave
E 5th St
Google Earth
© 2020 Google
N
500 ft

Olsson Billing Rate Schedule
2020 Labor Rates

Description	Range		
Principal	118.00	-	381.00
Project Manager	114.00	-	195.00
Project Professional	110.00	-	174.00
Assistant Professional	64.00	-	143.00
Designer	80.00	-	216.00
CAD Operator	43.00	-	118.00
Survey	46.00	-	187.00
Construction Services	43.00	-	193.00
Administrative/Clerical	29.00	-	130.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.575/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-165 Construction Agreement for the 20th and Malang Lift Station Improvements Project

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2020-165 Ordinance; Agreement; Bid Summary; Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a Construction Agreement with Jeff Asbell Excavating and Trucking for the 20th & Malang Lift Station Improvement project in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00).

BACKGROUND
The 20th and Malang lift station is the newest pump station within the City's system, completed in May of 2018 as part of a disaster-recovery grant from the Economic Development Administration (EDA). One of the conditions for appropriating EDA grant funds for the Wildwood Business Park was that there had to be firm commitments from private developers to build there. This limited the lift station's initial pumping capacity to handle the sanitary sewer flows generated from those development projects. Now that those projects have been realized, the remaining capacity of the lift station hinders further growth in the business park; the lift station needs to be upgraded to stimulate further development there. In December of 2018, Allgeier, Martin and Associates (AMA) outlined a phased approach to meet wastewater capacity needs at this lift station. The study became the basis of the Agreement for Sewer Service and Sewer Assessment with Wildwood Ranch. Council Bill 2020-123 authorized AMA to develop bid documents for the first phase improvements. To meet the immediate wastewater pumping needs, this project provides for the installation of 2 flow equalization wet wells at the lift station, along with associated site upgrades. The project was advertised on August 16, 2020, and bids were opened on September 9, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 2 contractors; Jeff Asbell Excavating and Trucking was confirmed to be the lowest bidder. The low bid was within 5% of the Engineer's estimate. Public Works intends to provide construction inspection and administration.

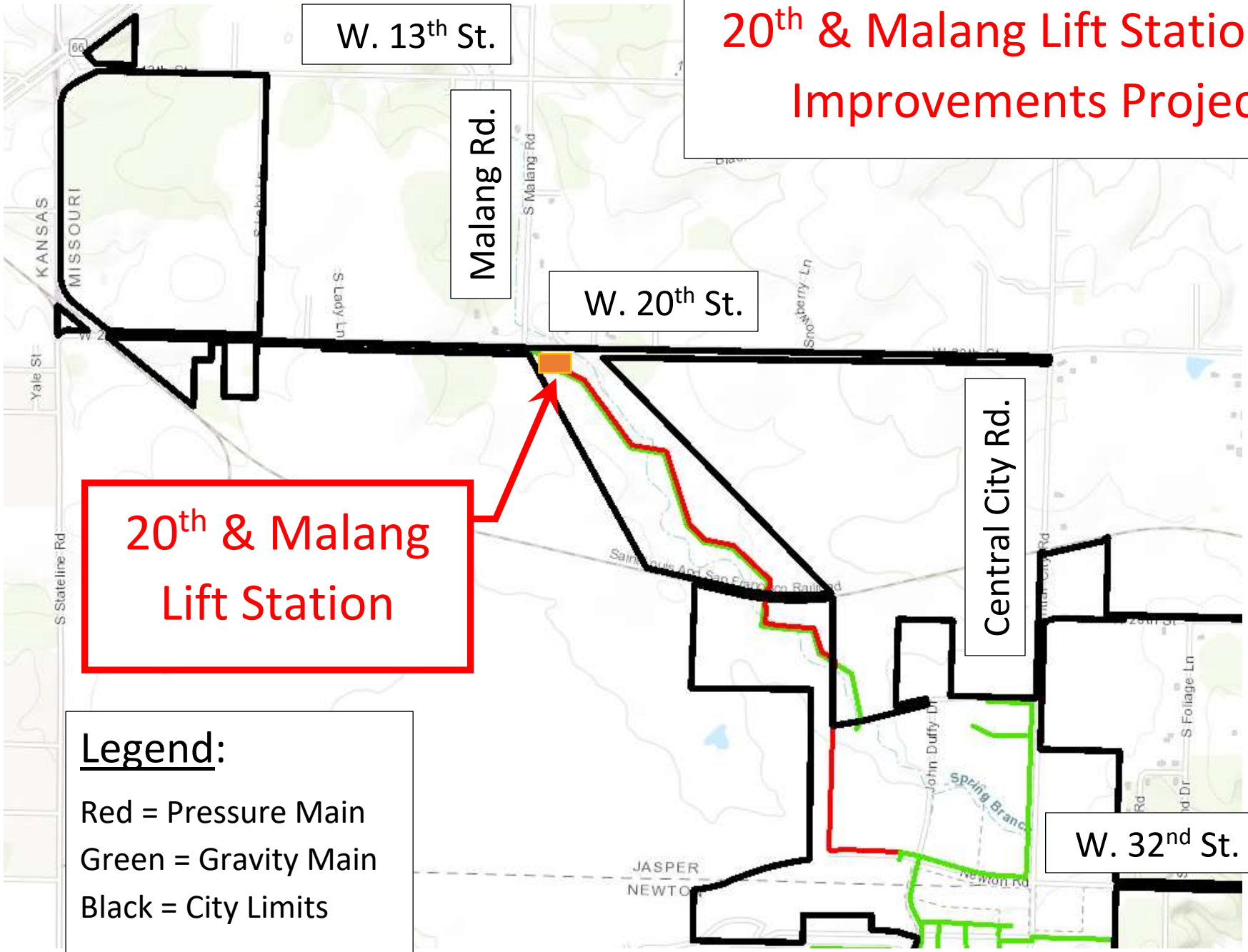
FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION

Staff recommends approval of this Council Bill on first reading.

Exhibit Map:

20th & Malang Lift Station Improvements Project



BID SUMMARY

PROJECT: 20th & Malang Lift Station Improvements

DATE OF BID OPENING: September 9 , 2020 - 1:30 p.m.

CONTRACTOR	BID
Goins Enterprise	355,000.00
Jeff Asbell Excavating	256,500.00
Engineering Estimate	246,500.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Jeff Asbell Excavating & Trucking, Inc. Address: 9400 State Highway 171 CARTHAGE, MO 64834	
Attention:		Attention: Jacob Asbell	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

20th & Malang Lift Station Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 150 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Fifty-Six Thousand Five Hundred & 00/100 DOLLARS ($ 256,500.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders

g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Anti-Collusion Affidavit
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond
o. General Conditions of Contract
p. Supplemental General Conditions
q. Statement of Bidder's Qualifications
r. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Fifty-Six Thousand Five Hundred & 00/100 DOLLARS ($ 256,500.00)dollars, said amount being subject to any approved addenda or change order.

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR: Jeff Asbell Excavating and Trucking, Inc.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2020-165 **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-165

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

_____

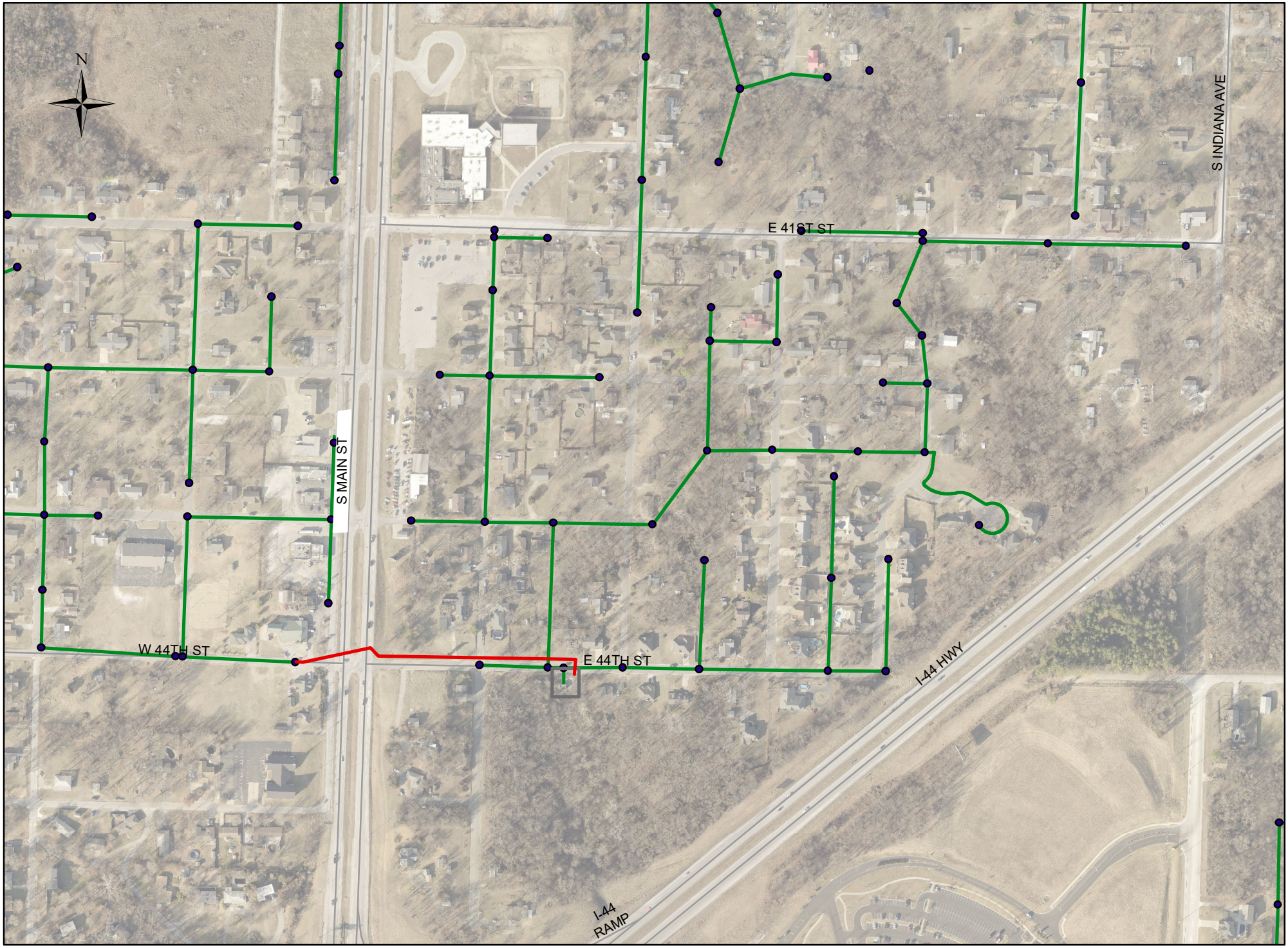
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: 44th & Virginia Lift Station Improvements

DATE OF BID OPENING: September 9 , 2020 - 11:00 a.m.

CONTRACTOR	BID
G & G Construction	213,900.00
Goins Enterprises	434,000.00
Jeff Asbell Excavating	237,000.00
Engineering Estimate	307,000.00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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-166 Construction Agreement for the 44th and Virginia Lift Station Improvements Project

MEETING DATE
September 21, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Exhibit Map; CB 2020-166 Ordinance; Agreement; Bid Summary

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a Construction Agreement with G&G Construction for the 44th & Virginia Lift Station Improvement project in the amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00).

BACKGROUND
The 44th and Virginia lift station is one of the older pump stations within the city's system, built in 1961. The 2020 Wastewater Facilities Plan, developed by AMA, identified the need to upgrade the lift station's pumping capacities. The two existing pumps are incapable of meeting current peak pumping capacity needs, and the geometry of the old wet wells leads to damage to the pump impellers, further reducing pumping capacity. CB 2020-121 directed AMA to design improvements aimed at addressing pumping capacities, wet weather storage volumes, and safety concerns. Renovation of this lift station coincides with the completion of the recently installed parallel force main serving this lift station.

The project was advertised on August 16, 2020, and bids were opened on September 9, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; G&G Construction was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The scope of this project includes the installation of two new wet wells and submersible pumps, along with site improvements. Public Works intends to provide construction inspection and administration.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Road Carthage, MO 64836	
Attention:		Attention: Curtis Garner	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

44th & Virginia Lift Station Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 210 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Thirteen Thousand Nine Hundred & 00/100 DOLLARS ($213,900.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instruction to Bidders

g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMo., Et. Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMo., Et. Seq. (Worker Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions of Contract
r. Supplemental General Conditions
s. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Thirteen Thousand Nine Hundred & 00/100 DOLLARS ($213,900.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR: G&G Construction Company, Inc.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2020-166 **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2020 by a_____vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-166

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

_____

Leslie Haase, Director of Finance