COUNCIL AGENDA
Monday, October 1, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Semi-Annual Insurance Update By Segal

      Documents:

      SEMI ANNUAL INSURANCE UPDATE FROM SEGAL.PDF

   2. Clifford Wert Would Like To Provide An Update On The Capital Campaign For The Harry M. Cornell Arts & Entertainment Complex.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Margey Upson Would Like To Speak On Agenda Items And Raises.

   2. Janus Lazarus Would Like To Invite The City Council To Participate In The Annual Table Tennis Tournament.

   3. Isaiah K. Wilson Would Like To Address City Council Regarding The Finance Director And City Manager.

   4. Renita Kitchingham Would Like To Address The City Council Regarding Crime And Valuable Resources.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2018-271
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property as an Historic Landmark and include in a Historic Preservation Overlay District, property as described below and located 602 N. Pearl Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2018-271 MINUTES.PDF
      CB 2018-271 SUMMARY.PDF
      CB 2018-271.PDF
      CB 2018-271 STAFF.PDF

8. Consent Agenda

1. Minutes Of The September 17, 2018 City Council Meeting

   Documents:

   SEPT 17, 2018.PDF

2. Minutes Of The September 24, 2018 Special City Council Meeting

   Documents:

   MINUTES - SPEC MTG - 9-24.PDF

9. Resolutions

1. RESOLUTION NO. 2018-016

   A RESOLUTION recognizing Rick Allen upon his retirement from active service as the Facility Maintenance Technician within the City of Joplin Public Works Department.

   Documents:

   RS2018-016-RICK ALLEN RET.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-143
   AN ORDINANCE approving a Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Thirty NineThousand Five Hundred and no/100 Dollars ($39,500.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 3, and containing an emergency clause.

   Documents:

   CB 2018-143 SUMMARY SHEET WA BURNS MCDONNELL.PDF
   20180920_JOPLIN AUTHORIZATION FORM - 2018 - NPDES PHASE 3.PDF
   20180920_JOPLIN SCOPE OF SERVICES.PDF
   JOPLIN18A - 2018 PAY RATES.PDF
   CB 2018- BURNS MCDONNELL.PDF

2. COUNCIL BILL NO. 2018-144
   AN ORDINANCE approving the City of Joplin to enter into an agreement with Crews Construction Inc., in the amount of One Hundred Seventeen Thousand and no/ dollars ($117,000.00) for construction and installation of two grit augers and troughs for the Shoal Creek Wastewater Treatment Facilities; 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:

   CB 2018-144_SUMMARY SHEET GRIT AUGER.PDF
   00500 AGREEMENT 2018 CREWS.PDF

BID TAB FORM.PDF
CB 2018-144 SHOAL CREEK GRIT AUGERS TROUGHS.PDF

3. COUNCIL BILL NO. 2018-145

AN ORDINANCE approving a Purchase Order in the amount of Six Hundred Eighty-Five Thousand Five Hundred Eighty-One and no/100 Dollars ($685,581.00) to be issued to Ace Pipe Cleaning Inc. to cover Evaluation and Rehabilitation of Wastewater Collection Systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

Documents:

CB 2018-145 SUMMARY SHEET EVALUATION AND REHABILITATION OF WW COLLECTION SYSTEM 2018-2019 - PO NO2 - 2C.PDF
EXHIBIT MAP 1.PDF
EXHIBIT MAP 2.PDF
PO2 - ACE - EXHIBIT1 - COST.PDF
CB2018-145.PDF

4. COUNCIL BILL NO. 2018-146
AN ORDINANCE approving a Work Authorization with Allgeier, Martin & Associates Inc., in not to exceed amount of Sixty-Five Thousand and no/100 Dollars ($65,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project and containing an emergency clause.

Documents:

CB 2018-146 AMAOC18-07 SUMMARY SHEET.PDF
COMPLETE WA AMA-OC-018-007 09-21-2018 AMA EXECUTED.PDF
AMA TOOLBOX CB EXHIBIT.PDF
CB 2018-146.PDF

5. COUNCIL BILL NO. 2018-147
AN ORDINANCE authorizing construction agreement between the City of Joplin and Guarantee Roofing Inc., in the not to exceed amount of One Hundred Seventy One Thousand Two Hundred and No/100 Dollars ($171,200.00) for repair and restoration of the roof at City Hall; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Documents:

LOCAL VENDOR PREFERENCE.PDF
CB 2018-147 SUMMARY SHEET.PDF
MAP FOR COUNCIL.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2018.PDF
BID TAB FORM.PDF
CB2018-147.PDF

6. COUNCIL BILL NO. 2018-272
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, 2018, through October 31, 2019, 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, the Director of Planning, Development, and Neighborhood Services, to execute said Agreement for the City, and containing an emergency clause.

Documents:

CB 2018-272 2019 CPG AGREEMENT.PDF
CB 2018-272 SUMMARY.PDF
CB 2018-272 UPWP FY19.PDF
CB 2018-272.PDF

7. COUNCIL BILL NO. 2018-452
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2018 and running through September 30, 2019, for the amount of up to Five Hundred Seventy Thousand, Nine Hundred Eighty-Three Dollars and no Cents ($570,983.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2018-452-SUMMARY SHEET.PDF
CB2018-452-COUNCIL BILL.PDF
CB2018-452 SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Approval Of Surplus Property For The Annual City Auction.

Documents:

2018 AUCTION MASTER LIST.XLSX

2. News From The Public Information Officer, Lynn Onstot

3. Comments From City Council Members

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

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

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

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






Summary Healthcare Budget Projections, Assumptions, Rates & Fees

October 1, 2018

City of Joplin

Segal Consulting

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1) Executive Summary
2) Budget Projections
3) Assumptions
4) 2019 Renewals
5) City Contribution Structure
6) 2018 Monthly Contribution Rates
7) 2019 Projected Monthly Contribution Rates
8) Historical Insurance Premium Rates and Vendor Fees
9) Appendix: Financial History – 2017 and 2018 YTD Financial Statements

City of Joplin
Executive Summary

- The City has experienced an operating surplus in fiscal 2017 and year-to-date in fiscal 2018
- 2019 contribution rates will change as follows:
  - Medical & prescription drug contribution rates for 2019 do not change
  - Dental and vision premium rates and corresponding contribution rates do not change
  - Contributions for life insurance, which vary by age and salary, will increase 17%, consistent with the increase in the insured premium rate
- Assets are projected to remain above suggested reserve levels, under the assumptions noted throughout this report

City of Joplin
Budget Projections

PROJECTED INCOME AND EXPENSE, FISCAL YEARS ENDED DECEMBER 31

	Aggregate			PPPM		
12 Months Ending	**Dec-18**	**Dec-19**	**Dec-20**	**Dec-18**	**Dec-19**	**Dec-20**
Income						
City Contributions	$4,521,100	$4,526,900	$4,826,900	$767.33	$768.31	$819.23
Employee Contributions	1,166,100	1,166,100	1,237,600	197.91	197.91	210.05
Retiree/COBRA Contributions	107,700	107,700	114,500	18.28	18.28	19.43
Total Income	**$5,794,900**	**$5,800,700**	**$6,179,000**	**$983.52**	**$984.50**	**$1,048.71**
Expenses						
Medical	$2,709,600	$3,221,300	$3,446,800	$459.88	$546.72	$585.00
Prescription Drug	1,199,700	1,295,700	1,399,400	203.62	219.91	237.51
Dental Premium	318,900	318,900	328,400	54.12	54.12	55.74
Vision Premium	39,900	39,900	40,700	6.77	6.77	6.91
Life Insurance Premium	80,100	85,800	85,800	13.59	14.56	14.56
Stop-Loss Insurance Premium	505,000	565,600	633,400	85.71	95.99	107.50
Anthem ASO / EAP Fees	242,200	242,200	242,200	41.11	41.11	41.11
ACA Fees	2,900	3,000	0	0.49	0.51	0.00
Total Expenses	**$5,098,300**	**$5,772,400**	**$6,176,700**	**$865.29**	**$979.69**	**$1,048.33**
Operating Surplus (Deficit)	**$696,600**	**$28,300**	**$2,300**	**$118.23**	**$4.81**	**$0.38**
Enrollment	491	491	491	491	491	491
Beginning Fund Assets[1]	**$2,256,654**	**$2,953,254**	**$2,981,554**			
Ending Fund Assets[1]	**$2,953,254**	**$2,981,554**	**$2,983,854**			
Reserve Months	**6.1**	**5.8**	**5.5**			
Suggested Reserves						
Claims Fluctuation	$1,979,200	$2,286,900	$2,453,500			
Months	4.1	4.4	4.5			
Reserve (Shortfall)/Surplus	**$974,054**	**$694,654**	**$530,354**			

Self-funded cost projections are based on a weighted average of three-years of claims and enrollment data.

2018 projected medical costs have been adjusted with actual year-to-date experience.

[1] Fund assets are net of incurred but not reported claims.

The projections above are estimates of future costs and are based on information available to Segal Consulting at the time the projections were made. Segal Consulting has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, health trend rates and claims volatility. The accuracy and reliability of health projections decrease as the projection period increases. Segal Consulting's pricing guidance is not intended to provide legal advice. Issues involving the interpretation of laws/regulations should be referred to legal counsel for authoritative advice.

City of Joplin
Assumptions

Fiscal Year Ending December 31

ASSUMPTIONS FOR FISCAL YEAR ENDING DECEMBER 31

	2018	2019	2020
Trend on Expenses			
Medical	7.0%	7.0%	7.0%
Prescription Drug	8.0%	8.0%	8.0%
Dental Premium	6.9%	0.0%	3.0%
Vision Premium	0.0%	0.0%	2.0%
Life Insurance Premium	0.0%	17.3%	0.0%
Accidental Death and Dismemberment	0.0%	0.0%	0.0%
Stop-Loss Insurance Premium	0.0%	12.0%	12.0%
Anthem ASO Fees	0.0%	0.0%	0.0%
Enrollment			
Actives	483	483	483
Retirees	8	8	8

Notes:

The percentage changes for self-funded medical and prescription drug are based on trend factors.

The percentage changes shown for the remaining expenses, are based on actual premiums and fees if known or illustrative increases.

Historical premiums and fees may be found on page 11 and 12 of this report.

City of Joplin
2019 Renewals

The budget projections and monthly contribution rates reflect the following renewal rates:

- Anthem BCBS ASO and Stop-Loss Fees
  - Following negotiations, the Anthem BCBS Administrative Fee for 2019 and 2020 will remain equal to the current rate of $41.10 per contract per month
  - Anthem has proposed a 12% increase on the stop-loss premium rate
- Symetra Life and AD&D
  - Life insurance rates will increase 17% per thousand
  - AD&D rates will not change
- More detailed information follows on the next page

City of Joplin
2019 Renewals

The results of our negotiations with the carriers is summarized below:

Carrier	Coverage Type	Proposed Renewal	Negotiated Renewal	Reduction in Annual Cost	Guarantee	Status
Anthem BCBS	Administrative Services	$28.28 PCPM plus 1.5% of medical network savings	$41.10 PCPM	($23,000)	Two Years	Final
Anthem BCBS	Stop Loss	$98.97 PCPM (+15.5%)	$95.99 PCPM (+12%)	($17,600)	One Year	Final
CIGNA Dental	Dental	N/A - Under rate guarantee		N/A	2nd year cap of 5%	Final
Symetra	Life and AD&D	$0.138/$1,000 Life (+40%) $0.02/$1,000 AD&D	$0.115/$1,000 Life (+17%) $0.02/$1,000 AD&D	($7,700)	Two Years	Final
Guardian	Disability	$0.300/$100 (+3.4%)	$0.290/$100 (0%)	($1,200)	Two Years	Final
Total				**($49,500)**		

Notes:

- All reductions in annual costs resulting from negotiation are estimated based on 491 enrollees
- Anthem originally proposed the BCBS Administrative Fee be converted to a split-fee contract in 2019; Following negotiations, we secured a rate hold for 2019 and 2020 under the fixed per contract per month structure
- CIGNA Dental plan is under a rate guarantee; however CIGNA informed us that if the guarantee had not been in place, their underwriting calculations would have called for a 5% increase (which equates to $16,000 annually). CIGNA has agreed to cap the 2020 premium rate increase at 5%
- Symetra Life and AD&D rates are guaranteed for the next two-year period Jan. 1, 2019 to Jan. 1, 2021
- Guardian Disability contract is guaranteed for the next two-year period Jan. 1, 2019 to Jan. 1, 2021

City of Joplin
City Contribution Structure

- **Medical & Prescription Drug** – The City pays 100% of the medical and prescription drug costs for single coverage; whereas, the City's cost share for family coverage is 75% with the employee covering the other 25%.
- **Dental** – The City and employee each pay a portion for both single and family coverage. For single coverage, the City's cost share is 70%. For family coverage, the City's cost share is 65%.
- **Life** – The City also provides 1.5 times the annual salary in life insurance benefits at no cost to the employee. Employees can purchase additional life insurance coverage as a voluntary benefit at full cost.
- **Vision** – Vision coverage is offered on a voluntary basis, and 100% is paid by employees.

City of Joplin
2018 Monthly Contribution Rates

Monthly Contributions
Fiscal Year Ending December 31, 2018

City Contributions	Single	Family	Employee + Spouse	Employee + Child(ren)
Anthem BCBS PPO	$472.32	$991.88		
CIGNA Dental Insurance	$20.00	$49.40		
Employee Basic Life Insurance	Contributions vary by age and salary			
Employee Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	$0.00	$330.64		
CIGNA Dental Insurance	$8.58	$26.60		
EyeMed Vision - Exam Only	$1.44	$4.22	$2.72	$2.88
EyeMed Vision - Plan H	$5.34	$15.66	$10.12	$10.66
Employee Supplemental Life - $50,000	Contributions vary by age			
Spouse Voluntary Life - $25,000		Contributions vary by age		
Child(ren) Voluntary Life - $10,000		$0.70 per child		
COBRA/Retiree Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	$481.76	$1,348.96		
CIGNA Dental Insurance	$29.14	$77.52		
EyeMed Vision - Exam Only	$1.48	$4.30	$2.78	$2.94
EyeMed Vision - Plan H	$5.44	$15.98	$10.32	$10.88

City of Joplin
2019 Projected Monthly Contribution Rates

Projected Monthly Contributions
Fiscal Year Ending December 31, 2019

City Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
Anthem BCBS PPO	$472.32	0.0%	$991.88	0.0%				
CIGNA Dental Insurance	$20.00	0.0%	$49.40	0.0%				
Employee Basic Life Insurance	Contributions vary by age and salary							
Employee Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	$0.00	0.0%	$330.64	0.0%				
CIGNA Dental Insurance	$8.58	0.0%	$26.60	0.0%				
EyeMed Vision - Exam Only	$1.44	0.0%	$4.22	0.0%	$2.72	0.0%	$2.88	0.0%
EyeMed Vision - Plan H	$5.34	0.0%	$15.66	0.0%	$10.12	0.0%	$10.66	0.0%
Employee Supplemental Life - $50,000	Contributions vary by age							
Spouse Voluntary Life - $25,000	Contributions vary by age							
Child(ren) Voluntary Life - $10,000	$0.70 per child							
COBRA/Retiree Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	$481.76	0.0%	$1,348.96	0.0%				
CIGNA Dental Insurance	$29.14	0.0%	$77.52	0.0%				
EyeMed Vision - Exam Only	$1.48	0.0%	$4.30	0.0%	$2.78	0.0%	$2.94	0.0%
EyeMed Vision - Plan H	$5.44	0.0%	$15.98	0.0%	$10.32	0.0%	$10.88	0.0%

City of Joplin

Historical Insurance Premium Rates & Vendor Fees

Anthem Specific Stop-Loss	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Single						$36.91	$40.24	$45.07	
Family						$118.15	$128.82	$144.28	
Composite		$79.57	$59.94	$69.11	$75.14				1/1/2020
Specific Deductible		$100,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	

Anthem BCBS Medical and Drug ASO / EAP	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Per Employee Per Month	$40.61	$42.64	$43.49	$43.49	$39.90	$41.10	$41.10	$41.10	1/1/2021

Delta Dental	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018		Next Renewal
Single	$28.77	$28.77	$29.51	$29.95					Terminated
Family	$76.54	$76.54	$78.50	$79.68					
CIGNA Dental									
Single					$26.74	$26.74	$28.57	$28.57	1/1/2020
Family					$71.05	$71.05	$75.99	$75.99	

Humana Vision Exam Plus (Basic)	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Single	$1.57	$1.66	$1.66	$1.77					Terminated
EE + 1	$3.15	$3.34	$3.34	$3.55					
EE + Children	$2.99	$3.17	$3.18	$3.37					
Family	$4.70	$4.98	$4.98	$5.30					
EyeMed Vision Exam Only									
Single					$1.43	$1.43	$1.43	$1.43	1/1/2020
EE + 1					$2.72	$2.72	$2.72	$2.72	
EE + Children					$2.87	$2.87	$2.87	$2.87	
Family					$4.22	$4.22	$4.22	$4.22	

Humana Vision Care Plan (Extended)	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Single	$4.80	$5.09	$5.10	$5.42					Terminated
EE + 1	$11.22	$11.89	$11.90	$12.65					
EE + Children	$10.58	$11.21	$11.22	$11.93					
Family	$17.52	$18.57	$18.58	$19.76					
EyeMed Vision Plan H									
Single					$5.33	$5.33	$5.33	$5.33	1/1/2020
EE + 1					$10.12	$10.12	$10.12	$10.12	
EE + Children					$10.65	$10.65	$10.65	$10.65	
Family					$15.65	$15.65	$15.65	$15.65	

City of Joplin

Historical Insurance Premium Rates & Vendor Fees *continued*

Hartford Basic Life and AD&D	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Life Premium Per $1,000 of Coverage	$0.110	$0.110	$0.121	$0.121					Terminated
AD& D Premium Per $1,000 of Coverage	N/A	$0.015	$0.015	$0.015					Terminated
Symetra Basic Life and AD&D									
Life Premium Per $1,000 of Coverage					$0.098	$0.098	$0.098	$0.115	1/1/2021
AD& D Premium Per $1,000 of Coverage					$0.020	$0.020	$0.020	$0.020	1/1/2021

Hartford Voluntary Supplemental Life	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	Next Renewal
Premium Per $1,000 of Coverage - By Age									Terminated
Under 35	$0.05	$0.05	$0.05	$0.05					
35 - 39	$0.08	$0.08	$0.08	$0.08					
40 - 44	$0.12	$0.12	$0.12	$0.12					
45 - 49	$0.19	$0.19	$0.19	$0.19					
50 - 54	$0.33	$0.33	$0.33	$0.33					
55 - 59	$0.53	$0.53	$0.53	$0.53					
60 - 64	$0.71	$0.71	$0.71	$0.71					
65 - 69	$1.11	$1.11	$1.11	$1.11					
70 - 74	$1.93	$1.93	$1.93	$1.93					
75+	$3.34	$3.34	$3.34	$3.34					
Child Rate	$0.07	$0.07	$0.07	$0.07					
Symetra Supplemental Life									
Premium Per $1,000 of Coverage - By Age									
Under 25					$0.05	$0.05	$0.05	$0.05	1/1/2021
25 - 29					$0.05	$0.05	$0.05	$0.05	
30 - 34					$0.05	$0.05	$0.05	$0.05	
35 - 39					$0.08	$0.08	$0.08	$0.08	
40 - 44					$0.12	$0.12	$0.12	$0.12	
45 - 49					$0.19	$0.19	$0.19	$0.19	
50 - 54					$0.33	$0.33	$0.33	$0.33	
55 - 59					$0.53	$0.53	$0.53	$0.53	
60 - 64					$0.71	$0.71	$0.71	$0.71	
65 - 69					$1.11	$1.11	$1.11	$1.11	
70 - 74					$1.67	$1.67	$1.67	$1.67	
75 +					$2.90	$2.90	$2.90	$2.90	
Child Rate					$0.07	$0.07	$0.07	$0.07	

Appendix: 2017 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Beginning Balance	$2,076,389 [1]	$2,112,430	$2,180,225	$2,172,415	$2,187,934	$2,337,557	$2,591,421	$2,559,166	$2,428,020	$2,467,392	$2,523,441	$2,511,993	$2,076,389
Income													
City Contributions	$382,789	$388,721	$393,140	$383,559	$388,025	$390,655	$381,738	$380,168	$375,250	$376,864	$370,493	$374,443	$4,585,845
Employee Contributions[2]	105,030	105,769	113,827	110,416	108,762	112,229	111,995	108,500	109,059	97,209	116,076	102,271	1,301,141
Interest Income	1,205	0	0	0	0	1,167	0	0	0	(1,562)	0	0	810
Total	$489,024	$494,490	$506,967	$493,975	$496,787	$504,051	$493,733	$488,668	$484,309	$472,510	$486,569	$476,713	$5,887,796
Expense													
Medical[3]	$247,651	$232,680	$291,957	$285,661	$160,360	$46,856	$344,740	$407,096	$242,595	$247,378	$323,586	$251,179	$3,081,739
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0	0
Prescription Drug[3]	91,332	91,422	111,429	89,338	86,075	102,744	81,966	79,863	101,210	79,267	75,990	99,446	1,090,082
Dental Premium	25,355	25,116	25,577	25,613	25,355	25,906	25,195	25,124	25,053	24,884	24,760	24,565	302,503
Vision Premium	3,240	3,276	3,299	3,324	3,326	3,398	3,320	3,346	3,317	3,285	3,252	3,237	39,620
Life Premium	6,446	6,417	6,425	6,396	6,322	6,495	6,459	6,455	6,384	6,301	6,335	6,365	76,800
Stop-Loss Premium	41,314	40,419	41,054	40,936	40,323	40,434	40,427	40,471	39,430	39,718	38,905	39,378	482,809
Medical Administration	20,799	21,125	21,290	21,249	20,838	20,961	21,043	21,002	20,386	20,345	20,345	20,509	249,892
Special Events & Promotions	108	2,832	1,708	5	5	5	5	5	837	840	210	0	6,560
ACA Fees	13,905	0	0	0	0	0	0	0	2,893	303	0	0	17,101
Administration[4]	2,833	3,408	12,038	5,934	4,560	3,388	2,833	36,452	2,833	(5,860)	4,633	2,833	75,885
Total	$452,983	$426,695	$514,777	$478,456	$347,164	$250,187	$525,988	$619,814	$444,938	$416,461	$498,016	$447,512	$5,422,991
Operating Surplus/(Deficit)	$36,041	$67,795	($7,810)	$15,519	$149,623	$253,864	($32,255)	($131,146)	$39,371	$56,049	($11,447)	$29,201	$464,805
Ending Balance	$2,112,430	$2,180,225	$2,172,415	$2,187,934	$2,337,557	$2,591,421	$2,559,166	$2,428,020	$2,467,391	$2,523,441	$2,511,993	$2,541,194	$2,541,194
Active/COBRA Lives	504	506	506	501	501	504	497	494	494	490	485	484	497
Retiree Lives	6	8	8	8	10	10	10	10	10	10	10	9	9
Total	510	514	514	509	511	514	507	504	504	500	495	493	506

[1] *Adjusted based on reconciliation to audited statements.*

[2] *Employee contributions include Retiree and COBRA contributions.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration expense includes "Equipment Operating" line item from financial statements.*

Appendix: 2018 YTD Financial Statement

	January	February	March	April	May	June	July	Year to Date
Beginning Balance	$2,541,194	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$2,541,194
Income								
City Contributions	$377,637	$379,438	$381,401	$360,344	$377,622	$379,780	$377,635	$2,633,857
Employee Contributions[1]	105,576	107,195	106,863	102,096	106,090	104,608	108,141	740,569
Interest Income[2]	1,212	0	0	0	0	0	917	2,129
Total	$484,425	$486,633	$488,264	$462,440	$483,712	$484,388	$486,693	$3,376,555
Expense								
Medical[3]	$229,116	$165,723	$324,615	$167,142	$203,763	$197,919	$134,361	$1,422,639
Stop Loss Reimbursements	0	0	0	0	0	0	0	0
Prescription Drug[3]	94,938	97,713	112,579	92,522	98,504	119,719	103,006	718,981
Dental Premium	26,023	26,416	26,750	26,654	26,426	26,549	27,148	185,966
Vision Premium	3,242	3,295	3,318	3,372	3,307	3,295	3,375	23,204
Life Premium	6,749	6,642	6,662	6,695	6,637	6,625	6,697	46,707
Stop-Loss Premium	42,259	42,169	42,311	42,257	42,306	42,386	42,362	296,050
Medical Administration	21,354	21,260	21,308	21,260	21,217	21,304	21,563	149,266
Special Events & Promotions	5	5	5	10	0	10	0	35
ACA Fees	0	0	0	0	0	0	2,923	2,923
Administration[4]	7,193	5,667	2,833	2,833	2,833	601	2,833	24,793
Total	$430,879	$368,890	$540,381	$362,745	$404,993	$418,408	$344,268	$2,870,564
Operating Surplus/(Deficit)	$53,546	$117,743	($52,117)	$99,695	$78,719	$65,980	$142,425	$505,991
Ending Balance	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$3,047,185	$3,047,185
Active/COBRA Lives	487	483	487	482	483	484	488	485
Retiree Lives	8	8	8	8	8	7	8	8
Total	495	491	495	490	491	491	496	493

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Interest income includes "Other Income" line item from financial statements.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration expense includes "Equipment Operating" and "Building Improvements" line items from financial statements.*

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2018-271

Case 035-18: 602 N. Pearl Avenue – A request to apply District HP (Historic Overlay District) to the Robert D. McIntosh House – Michele Hale.

Thomas Walters, 501 N. Main, Apt. 302, Joplin, MO, Historic Preservation Staff representative. Mr. Walters stated that he is standing in for Mrs. Jill Sullivan, she had to recuse herself at the Historic Preservation meeting due to preparation of the application, including the research. This will be the second property in the North Heights neighborhood to be designated if approved as a local landmark. To received local landmark status, you must meet one of the 10 criteria. The applicant applied for status under two (2) criteria:

Criteria number 3-*Its identification with a person who significantly contributed to the development of the community, county, state, or country;*

> The Robert D. McIntosh house is associated with two prominent Joplin residents, Warren B. Shackelford and Ralph L. & Lillian Kassab.
>
> Warren B. Shackelford was a prominent Joplin mine operator and general manager for the Admiralty Zinc Company and Tri-State Zinc and Lead. Shackelford was an advocate of miner safety and worked to introduce improvements in the industry in that regard.
>
> Ralph L. & Lillian Kassab were prominent downtown merchants, philanthropists and investors in the Joplin Community.
>
> **Finding:** The building meets the requirements of criteria 3 for its association with Warren B. Shackelford and Ralph L. E Lillian Kassab.

Also, criteria number 4 - *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

> The house has the characteristics of an American Four Square including square or "box" shape, appropriate number of stories, low slope hipped roof, central dormer, and front porch. The porch pillars of the house are circular column instead of square which is not typical of the style.
>
> American Four Square is not an architectural style but a type but is significant as an example of single family construction as part of an architectural style period of transition.
>
> **Finding:** The building meets the requirements for criteria 4.

The Historic Preservation Commission approved this application and recommended to be forwarded to the Planning & Zoning Commission for approval.

Mr. Cortez asked if there were any other questions for staff and if there was anyone else to speak in favor of this case.

Michele Hale, 602 N. Pearl, Joplin, MO 64801. Ms. Hale is the resident of this property and she also stated that one of the things she thought was interesting was the second owner, Warren B. Schackelford, implemented the Leaner Water Drill. That the drill is on display at the Mineral Museum. Mr. Kassab owned the store Kassab's on Main Street for many years.

Mrs. Koelkebeck stated she had a question about the change to add the Historic overlay. What impact will that have on your living in the house? Financial changes, things you can or can't do.

Mrs. Hale stated no, she stated that it just needed to be recognized as an historical landmark.

MRS. KOELKEBECK MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 035-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018

Item: COUNCIL BILL NO. 2018-271
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-271
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 09/10/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 6 In Favor, 1 Absent

SUMMARY/REQUEST:
Case 035-18: 602 N. Pearl Avenue – A request to apply District HP (Historic Overlay District) to the Robert D. McIntosh House – Michele Hale.

STAFF SUMMARY:
The building is on lot 183 of the North Heights Addition, located on the Southeast corner of North Pearl Ave and West E Street. The currently existing structure was built circa 1909. The original owner of the house was Robert D. McIntosh. The house was later owned and lived in by the prominent Warren B. Shackelford, a Joplin mine operator and general manager for the Admiralty Zinc Company and Tri-State Zinc and Lead. Shackelford was an advocate of miner safety and worked to introduce improvements in the industry in that regard. The house was also owned and lived in by Ralph L.& Lillian Kassab. Ralph L. & Lillian Kassab were prominent downtown merchants, philanthropists, and investors in the Joplin Community.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark. After review, staff believes the Robert D. McIntosh House meets Criteria 3 and 4.

The criteria:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

The Historic Preservation Committee recommended approval of Case 035-18.

Staff recommends approval of Case 035-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Thomas Walters, 501 N. Main, Apt. 302, Joplin, MO, Historic Preservation Staff Representative stated to received local landmark status, you must meet one of the 10 criteria. The applicant applied for status under two (2) criteria.

Criteria number 3-*Its identification with a person who significantly contributed to the development of the community, county, state, or country;*

> The Robert D. McIntosh house is associated with two prominent Joplin residents, Warren B. Shackelford and Ralph L. & Lillian Kassab.
>
> Warren B. Shackelford was a prominent Joplin mine operator and general manager for the Admiralty Zinc Company and Tri-State Zinc and Lead. Shackelford was an advocate of miner safety and worked to introduce improvements in the industry in that regard.
>
> Ralph L. & Lillian Kassab were prominent downtown merchants, philanthropists and investors in the Joplin Community.
>
> **Finding:** The building meets the requirements of criteria 3 for its association with Warren B. Shackelford and Ralph L. & Lillian Kassab.

Criteria number 4 - *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

> The house has the characteristics of an American Four Square including square or "box" shape, appropriate number of stories, low slope hipped roof, central dormer, and front porch. The porch pillars of the house are circular column instead of square which is not typical of the style.
>
> American Four Square is not an architectural style but type and is significant as an example of single family construction as part of an architectural style period of transition.
>
> **Finding:** The building meets the requirements for criteria 4.

PUBLIC COMMENT:
Michele Hale, 602 N. Pearl, Joplin, MO 64801. Ms. Hale is the resident of this property and she also stated that one of the things she thought was interesting was the second owner, Warren B. Schackelford, implemented the Leaner Water Drill which is on display at the Mineral Museum. Mr. Kassab owned the store Kassab's on Main Street for many years.

P & Z Case 035-18
Michele Hale
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property as an Historic Landmark and include in a Historic Preservation Overlay District, property as described below and located 602 N. Pearl Avenue in the City of Joplin, Jasper County, Missouri.

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

ALL OF LOT 183 OF NORTH HEIGHTS ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 including in a Historic Preservation Overlay District.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: September 10, 2018
City Council Meeting: October 1, 2018

STAFF PLANNING REPORT

CASE 035-18 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Robert D. McIntosh House

APPLICANT Michele Hale

LOCATION 602 N. Pearl Avenue on the Southeast corner of Pearl Ave and E Street

PRESENT ZONING R-1 (Single Family Residential)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Michele Hale to nominate the Robert D. McIntosh House as a local historic landmark. The building is on lot 183 of the North Heights Addition, located on the Southeast corner of North Pearl Ave and West E Street. The currently existing structure was built circa 1909.

The original owner of the house was Robert D. McIntosh. The house was later owned and lived in by the prominent Warren B. Shackelford, a prominent Joplin mine operator and general manager for the Admiralty Zinc Company and Tri-State Zinc and Lead. Shackelford was an advocate of miner safety and worked to introduce improvements in the industry in that regard. The house was also owned and lived in by Ralph L.& Lillian Kassab. Ralph L.& Lillian Kassab were prominent downtown merchants, philanthropists and investors in the Joplin Community.

The house has the characteristics of an American Four Square including square or "box" shape, appropriate number of stories, low slope hipped roof, central dormer, and front porch. The porch pillars of the house are circular column instead of square which is not typical of the style.

American Four Square is not an architectural style but a type, however, is significant as an example of single family construction as part of an architectural period of style transition.

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

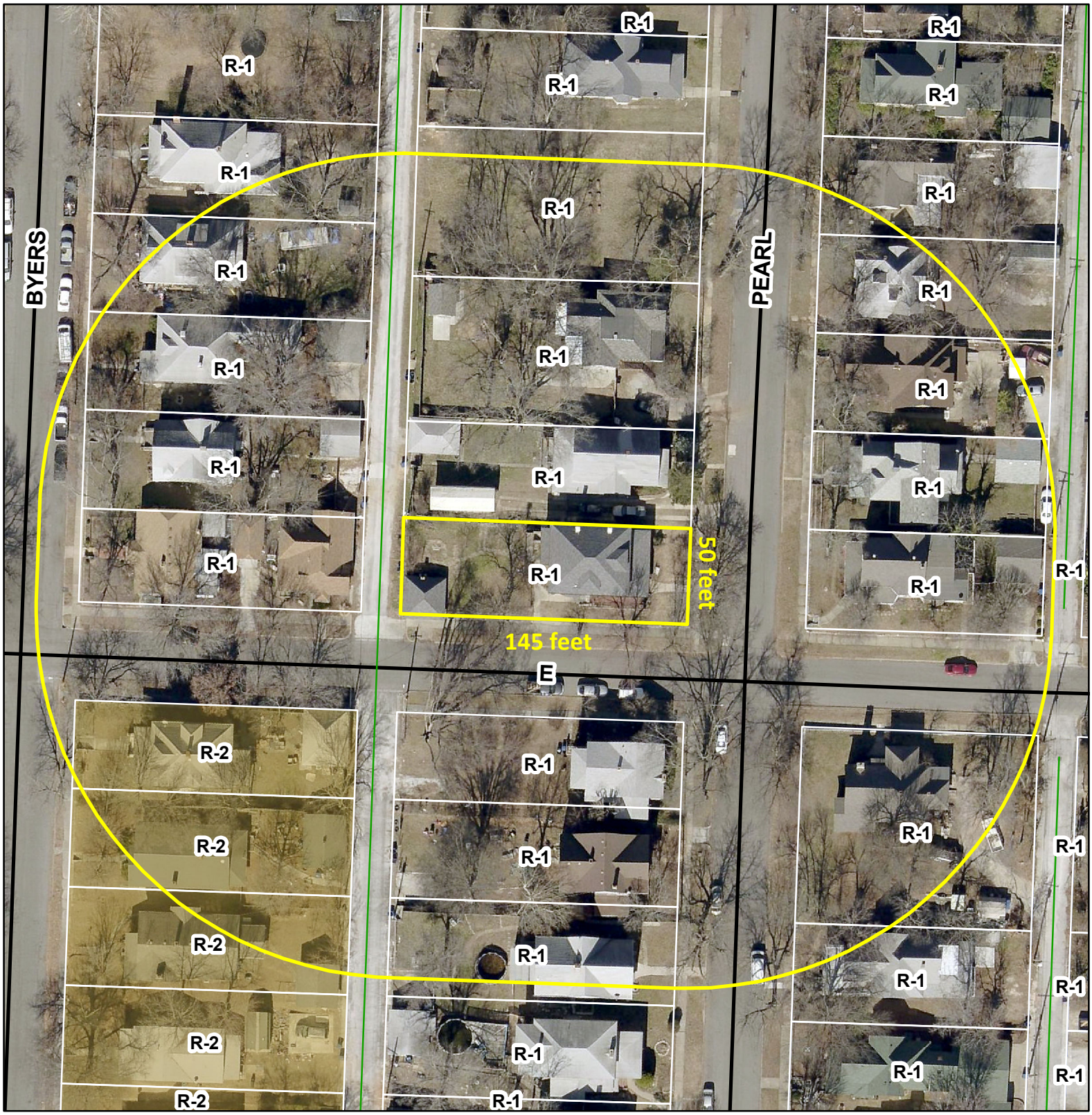
After review, staff believes the Robert D. McIntosh House meets Criteria C and D.

The Historic Preservation Committee recommended approval of this case.

Staff recommends approval of Case 035-18.

ENCLOSURES

- **Local Landmark Application**
- **HPC Staff Report**



Case 035-18: 602 N. Pearl Ave. -- A request to apply District HP (Historic Overlay District) to the Robert D. McIntosh House -- Michele Hale

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Michele Hale

OWNER:

Britt Dobbs

ADDRESS AND LANDMARK NAME:

602 N Pearl, Joplin, MO 64801
Robert D. McIntosh House

PRESENT USE:

Single Family Home

HISTORIC USE:

Single Family Home

PHYSICAL DESCRIPTION:

Date of Construction: Circa 1909

Architectural Style: American Foursquare

Construction: House contains the square box design of the American Foursquare home. Similarly, the two and one-half stories low pitched roof, center dormer, and front porch spanning the front façade are consistent with the style. Materials include brick, plaster and lather, composite shingles and a limestone foundation.

Site: Located on lot 183 of North Heights Addition.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

Not applicable to this nomination

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3 *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   The Robert D. McIntosh house is associated with two prominent Joplin residents, Warren B. Shackelford and Ralph L. & Lillian Kassab.

   Warren B. Shackelford was a prominent Joplin mine operator and general manager for the Admiralty Zinc Company and Tri-State Zinc and Lead. Shackelford was an advocate of miner safety and worked to introduce improvements in the industry in that regard.

   Ralph L. & Lillian Kassab were prominent downtown merchants, philanthropists and investors in the Joplin Community.

   Finding: The building meets the requirements of criteria 3 for its association with Warren B. Shackelford and Ralph L. E Lillian Kassab.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The house has the characteristics of an American Four Square including square or "box" shape, appropriate number of stories, low slope hipped roof, central dormer, and front porch. The porch pillars of the house are circular column instead of square which is not typical of the style.

   American Four Square is not an architectural style but a type, but is significant as an example of single family construction as part of an architectural style period of transition.

   Finding: The building meets the requirements for criteria 4.

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Not applicable to this nomination.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

   Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

   Not applicable to this nomination

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

   Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

    Not applicable to this nomination.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends Robert D. McIntosh House, located at 602 N. Pearl Ave, be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 602 N. PEARL AVE.
Property Name (historic or common): McIntosh House

OWNER INFORMATION
Name: Britt Dobbs Phone: 417-693-8039
Address: 602 N. PEARL AVE. Joplin, MO 64801

FORM PREPARED BY (If other than owner)
Name: Michele Hale Phone: 417-693-8039
Address: 602 N. PEARL AVE. Joplin, MO 64801
Relationship to Owner: fiancé
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: _____
Single household dwelling Historic Use (if known): Single household dwelling
Public or Private: private Occupied or Unoccupied: occupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: circa 1909
Architect and/or Builder (if known): not known
Building Materials (foundation, walls, roof, etc.): brick, plaster + lathes, composite shingles, limestone foundation
Architectural Style: American Foursquare
Site Description (property and surrounding area): residential, North Heights subdivision

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: _____

2. Its location as a site of a significant local, county, state, or national event: _____

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: SEE Attachment A

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: SEE Attachment A

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: _____

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: _____

7. Its embodiment of design elements that make it structurally or architecturally innovative:

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: _____

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Michele Hale

Signature: Michele Hale Date: 22 June 2018

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

04/12/2018

Consent Form

I, Britt L. Dobbs give consent to my fiancé, Dawn Michele Hale to speak on my behalf on all matters concerning our residence that we have purchased at, 602 N. Pearl, Joplin, MO 64801. Further, Ms. Hale has my consent to sign for all matters concerning our residence, 602 N. Pearl, Joplin, MO 64801. If there are any questions please contact me at: 417-437-9954

Thank you,

Britt L. Dobbs

Cherie Johnson 04/12/18

CHERIE L. JOHNSON
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: November 6, 2020
Commission Number: 12403528

County of Jasper



Case 035-18: 602 N. Pearl Ave. -- A request to apply District HP (Historic Overlay District) to the Robert D. McIntosh House -- Michele Hale

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Application Form

Name: Britt Dobbs and Michele Hale

Date: 06-22-2018

Address: 602 N. Pearl, Joplin, MO 64801

Phone: 417-693-8039 / 417-437-9954

Address of Historic Property: 602 N. Pearl, Joplin, MO 64801

Property Owner (if different from above): Britt Dobbs

Historic Title/ Name of Property: _____

Date of Original Construction: circa 1909

Historic District (if applicable): N/A

All historical data is subject to verification. Applicants will be notified by letter if there is a discrepancy in the verification process.

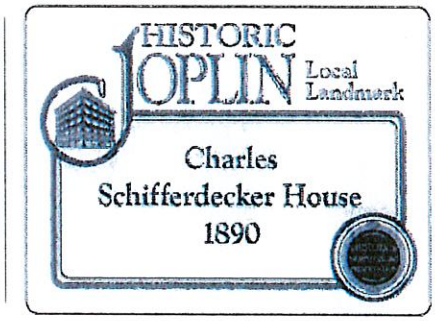
A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

☑ I wish to use the pole provided by the city

☐ I am requesting to install my own post. Attached is a picture and description

Please return both pages of this application to the Historic Joplin Preservation Commission. Allow 6-8 weeks for processing and printing

Thank you,
Historic Joplin Preservation Commission



Local Landmark Sign with Murphysburg Designation

Above: Local Landmark sign with a Murphysburg designation. Please note properties not in designated districts *will not* specify a designation in the lower right-hand corner.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Display Guidelines

In order to maintain a consistent use and display of the Local Landmark Markers, the Joplin Historic Preservation Commission (JHPC) has set forth the following Display Guidelines:

Pole/Standard:

A metal pole will be provided with the installation of the marker. An alternative post/standard may be utilized by the property owner at their own expense. HJPC will approve such poles based on the following criteria:

1. The style of the post/standard must complement the individual architectural style of the building, home, site or structure. For example: a Victorian post/standard for a Victorian structure, a Craftsman post/standard for a Craftsman Bungalow.
2. The height of the marker and post should be no higher than six (6) feet.

Marker Installation:

- Markers shall be installed on the outside edge of the property line at a distance no less than two (2) feet and no more than eight (8) feet from the sidewalk.
- At intersections, the Marker must be placed on the corner of the property facing the intersection. All other Markers must be placed facing the street.
- The height of the Marker and post should be no higher than six (6) feet.

Maintenance:

- Markers shall be maintained to be free of obstructions and clearly visible.
- Maintenance, replacement, repair due to weather, vandalism etc., of the marker is the responsibility of the property owner.

Continued Use:

- Markers are the property of the Historic Joplin Preservation Commission.
- Markers may not be removed without the approval of the HJPC.
- Any change in the display location of the marker and post shall be submitted in writing to the HJPC for approval.

I have read and agree to the above guidelines.

Name: Michele Hale

Date: 22 June 2018

602 N. Pearl

Attachment A – Historical Significance

602 N. Pearl Ave. meets two of the ten criteria to be eligible for Local Landmark status, criteria three and four, as discussed below.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country.

***Robert D. McIntosh & Mrs. McIntosh*:** Robert D. McIntosh and family were the first residents at 602 N. Pearl Ave., having been responsible for the home's construction. Although the exact year the house was built it not presently known, it was built between 1906-1909. It is not on the 1906 Sanborn map, but Dr. and Mrs. McIntosh are listed as residing at this address in the 1909 Joplin City Directory (please see attached supporting documentation). Thus, the earliest evidence of the house itself at this time is circa 1909. It is located in Joplin's North Heights neighborhood.

Admittedly, Dr. and Mrs. McIntosh do not appear to have been as prominent as those who later resided at this address. However, they were indeed contributing members of our community: Dr. McIntosh through his dental practice and involvement with the Joplin Free Public Library Board of Directors and Mrs. McIntosh with her involvement serving on the board of the Young Women's Christian Association (please see supporting documentation). It's common practice in historic preservation that buildings or homes be named for their original owner. As such, if finalized, this residence will be known as the McIntosh House.

***Warren B. Shackelford*:** Warren B. Shackelford and family resided at 602 N. Pearl Ave. from 1918-1921. Mr. Shackelford was a prominent mine operator in Joplin and surrounding areas. He was the general manager for Admiralty Zinc Company and Tri-State Zinc and Lead, both companies being the largest producers of lead and zinc in the Midwest. Unlike many other operators of his day, Mr. Shackelford cared deeply about the safety of his employees. As such, he introduced and implemented the Leyner Water Drill, one of which is on display at the Joplin Museum Complex, thus eliminating the dangers of miner's consumption, dust, and other harmful environmental elements in Joplin mines.

He further improved conditions for miners by co-founding and presiding over the Southwest Missouri Mine Safety and Sanitation Association. Also, he helped co-found the Oklahoma, Kansas, and Missouri Safety and Sanitation Association, which became the Tri-State branch of the American Zinc Institute. Finally, he was one of the leading members of the National Zinc Institute and was "one of the best known and most highly respected of the mining operation" (Joplin Globe, Sunday, July 3, 1921). In 1921, Mr. Shackelford traveled to Chicago for an operation and, in the following weeks, died as a result of that operation.

***Ralph L. & Lillian Kassab*:** Ralph L. Kassab and family lived at 602 N. Pearl Ave. from 1933-1954. Mr. Kassab was born in Damascus, Syria and came to the United States in 1903, when he was 20 years old. In 1907, he opened a retail business on Joplin's Main Street. After moving

through several Main St. locations, Kassab's opened at its most familiar location—506 Main St.—in 1961, where it remained until its closure in 1998. During it's time, Kassab's was a highly successful, elegant establishment that specialized in women's fashion.

Due to his success, Mr. Kassab came to be known as a pioneer merchant and one of Joplin's finest business and civic leaders. He was involved with several area charities and organizations, as highlighted in his obituaries (please see attached supporting documentation). The Joplin chapter of the Daughters of the American Revolution award Mr. Kassab with the Americanization Medal, which is given to an adult naturalized citizen who demonstrates "trustworthiness, service, leadership, and patriotism" in the community. He also received special recognition from the Joplin Board of Realtors for "his faith in the future of Joplin" (Joplin News Herald, February 22, 1965. Pg. 1).

Fortunately for Joplin, Mr. Kassab's wife, Lillian, and their three children, Leon, Martha, and Anthony, were, like Mr. Kassab, very active members of our community who greatly contributed to the development of Joplin business, culture, and the quality of life. In a March 2003 *Joplin Industries* article, Diane Humphreys wrote, "The store may be gone, but the poise, the grace, and the caring of community that the Kassab family incorporates into their daily lives flourishes. We as a community feel blessed to have them as our friends, our neighbors, and our business associates."

Criteria 4: Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

The house located at 602 N. Pearl Ave., Joplin, Missouri reflects the Prairie School of architecture, which may incorporate the Craftsman style. Together, this may be referred to as the Transitional Period. Specifically, this house embodies the American Foursquare house type of this period.

A reaction to the embellishments and ornateness of the Victorian era, the American Foursquare (a.k.a. the Prairie Box) is known for function, plainness, and simplicity. Characteristics of the American Foursquare include a large, box-shaped structure, usually 2 ½ stories, with the top few feet of the basement walls extending above ground. Other characteristics include a pyramidal, hipped roof, a large central dormer, and a covered front porch that spans the full-width of the house. Often, the entry is offset, though the façade is otherwise symmetrical. An early American Foursquare may have extensions or bays. Ultimately, the basic structure of the form of the house is what qualifies it as an American Foursquare.

Interior characteristics of the American Foursquare include simple, handcrafted woodwork and, at times, built-in storage. The layout is efficient, with four rooms on each floor: an entry/foyer, living room, dining room, and kitchen on the first floor and three bedrooms and a bathroom on the second floor. The third, or half-floor, was typically left open.

The American Foursquare was popular from about 1895-1930. Usually built in urban environments with materials on hand, the American Foursquare may be made of wood, brick, stucco, or other materials. The American Foursquare is important to the history of American domestic architecture, as it is among one of the first uniquely American schools of architecture.

Attachment B – Bibliography

Following is a list of resources consulted to prepare this nomination:

- *A Field Guide to American Houses* by Virginia Savage McAlester
- old house web: http://www.oldhouseweb.com/blog/the-american-foursquare/
- Joplin City directories (see "Attachment D – Supporting Documentation")
- Ancestry Library Edition (see "Attachment D – Supporting Documentation")
- Joplin News Herald (see "Attachment D – Supporting Documentation")
- Joplin Globe (see "Attachment D – Supporting Documentation")
- "Joplin Industries" publication (see "Attachment D – Supporting Documentation")
- 1906 Joplin Sanborn maps (see "Attachment D – Supporting Documentation")

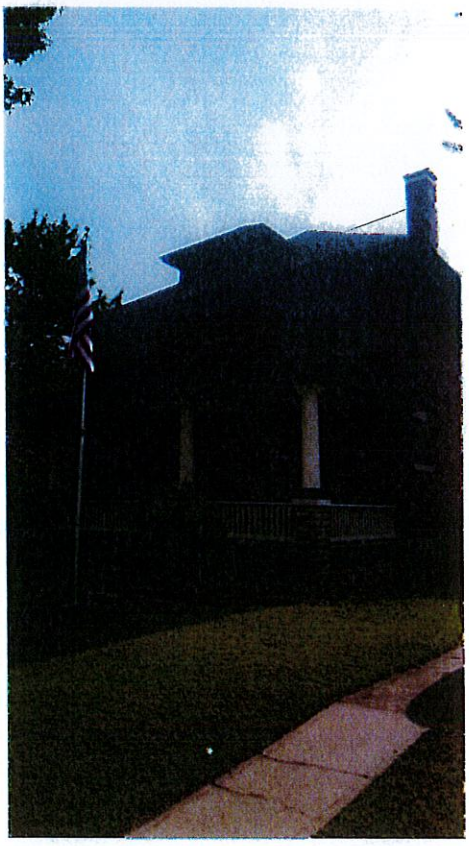
Attachment C – Photographs

Exterior photographs of 602 N. Pearl Ave., Joplin, Missouri, North Heights Neighborhood. As observable, this home is indeed an American Foursquare.





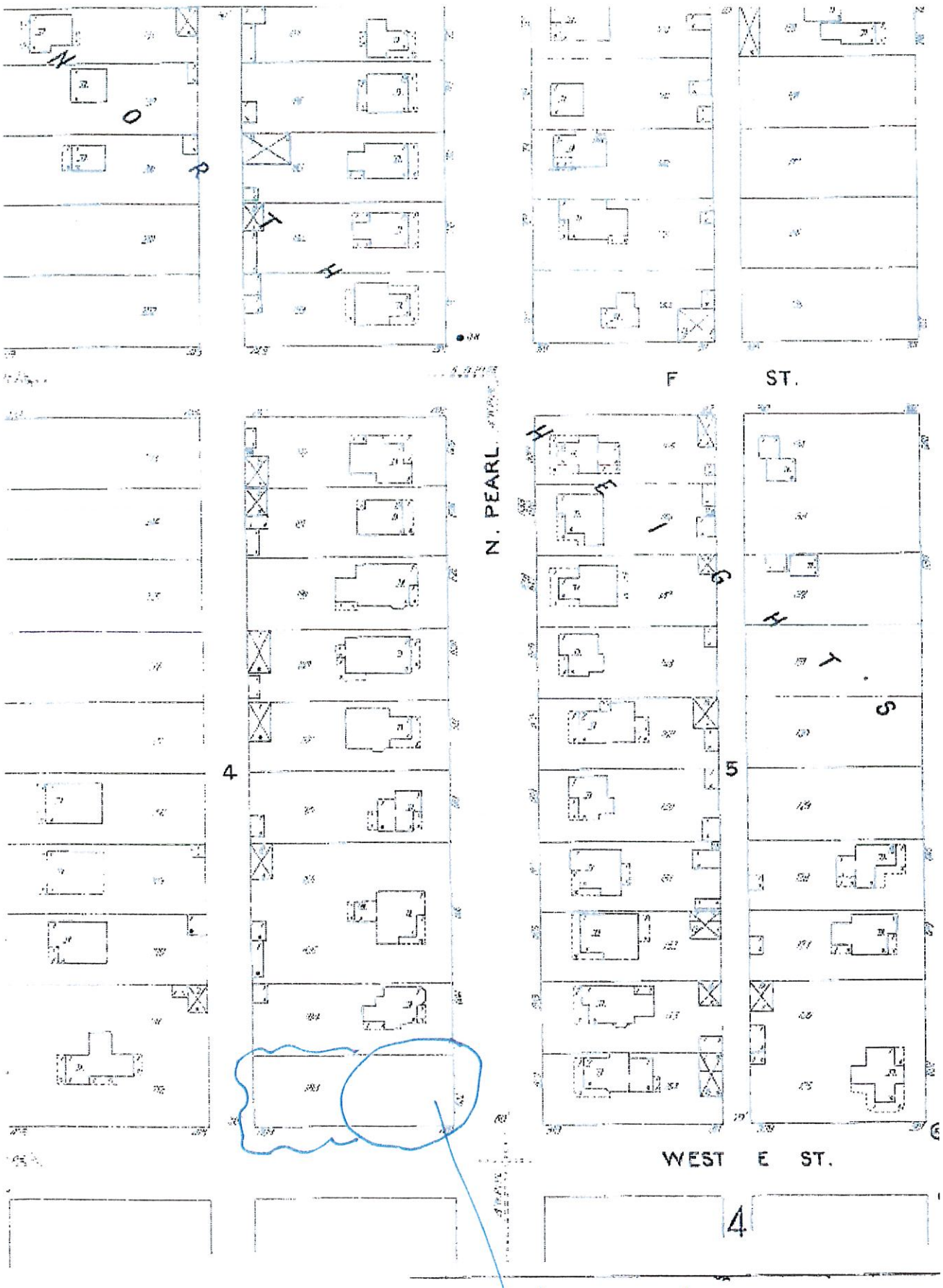




Attachment D – Supporting Documentation

Please see the enclosed supporting documentation for the nomination of 602 N. Pearl Ave., Joplin, Missouri, North Heights Neighborhood, as a Local Landmark:

- 1906 Sanborn map (1 page)
- 1909 Joplin City Directory listing for McIntosh (1 page)
- 1920 Joplin Globe magazine edition listing R.D. McIntosh as a member of the Joplin Free Public Library Board of Directors (1 page)
- 1914 Joplin News Herald listing Mrs. McIntosh as a member of the Young Women's Christian Association Board of Directors (1 page)
- 1920 Joplin City Directory listing for Shackelford (1 page)
- "Prominent mine operator dies in Chicago hospital," Joplin Globe, July 10, 1921, pg. 1 (2 pages)
- 1953 Joplin City Directory listing for Kassab (1 page)
- "Kassab's a Main Street fixture since 1907," Joplin Globe, July 18, 1991 (1 page)
- 1992 newspaper advertisement for Kassab (1 page)
- "The way we were," Joplin Globe, January 23, 2008, (1 page)
- "Pioneer merchant succumbs," Joplin News Herald, February 22, 1965, pg. 1 (2 pages)
- "R.L. Kassab services set today," Joplin Globe, February 23, 1965, pg. 3A (1 page)
- Obituary for Lillian Kassab, Joplin Globe, January 12, 1985, pg. 4B (2 pages)
- "Through the lens of time…Kassabs," *Joplin Industries*, March 2003



1906 San Bon

House not there in 1906.

602 N. Pearl

14

& Putman
JEWELERS
MAIN
Home 528

STER, Manager
Office
Phone 181 Red
Res.
Phone 750
Phone 225 Red
LIPSE

CHAS. W. EDWARDS
REAL ESTATE, LOANS
AND MINING PROPERTIES
HOME PHONE 289. BELL PHONE 845. 3-6 WORTH BLDG. COR. FOURTH AND MAIN

McFarland Mabel maker Mrs L E Hill r 610 Hill
McFarland Mary wid John nurse r 1010 e 5th
McFarland Mary wid John G dressmkr 610 Hill
McFerran Nellie r 629 Main
McGabock Wm (c) porter Palace Bar r Galena Kas
McGaha Sara J Mrs r 607 n Wall
McGaha Wm S team r 718 n Byers
McGannon Edw C cond M P Ry r 1516 Wall
McGAURAN KATHERINE J bkpr Joplin Daily Globe r 929 Pearl
McGAURAN MARGARET bkpr Daily News Herald r 929 Pearl
McGauran Mary L r 829 Pearl
McGauran Patrick team r 929 Pearl
McGee Alfred G miner r 2430 Maiden Lane
McGee Edgar L brake M K & T Ry r 2931 Sergeant
McGee Edw bartdr Madeira & Co r 308 w 6th
McGee Elinore (c) r 315 Penn
McGee F clk b Hotel Turner
McGee James (c) porter Johnson & Loomis r 315 Penn
McGee Joseph W carp r ns 28th 1st e Connecticut
See also McKee

R. H. RUDD
ALL KINDS ..OF.. INSURANCE
OFFICE 101-102 MINERS BANK BLDG. BOTH PHONES 564

McGehee Adaline wid Lafayette r 1114 Central
McGehee Elza ore buyer M & H Zinc Co r 2008 Jackson
McGehee James lab b 15th sw cor New Hampshire
McGEHEE LUTHER postmaster 3d sw cor Joplin r 1114 Central
McGillis Jas G lab r 602 w 6th
McGilton Leon tchr High School r 621 Moffet
McGinnis John C clk K C S Ry
McGinnis Matthew J r 1912 Wall
McGinnis Wm O clk Landauer & Co r 115 Gray
McGlochlen A Jackson painter P A Whitwell & Co r 1035 w 2d

A. B. McCONNELL REAL ESTATE CO.
FIRST NATIONAL BANK BUILDING
411 Main Street Both Phones 178

McIrew Mary M wid Geo r 214 Wall
McGuire Hugh mach r rear 410 Grand
McGuire Mary L forelady Scotts Joplin Overall Co r 101 n Moffet
McHenry Hudson O grocer r 1901 Bird
McINDOE HUGH (McIndoe & Thurman 264 Bartlett bldg) r 431 n Moffet
McINDOE & THURMAN (Hugh McIndoe A W Thurman) atty 264 Bartlett bldg
McIntosh Andrew J team r 2340 Pearl
McIntosh Robt D dentist 530 Main r 602 n Pearl
McInturff Celia Mrs r 41 Collins bldg
McIntyre John D mining r 2122 Kentucky
See also McAntire
McKee Arthur H miner r 1713 C
McKee Bertha E Mrs r 710 Elm
McKee Brader chairman Smith Funk & Sansom r 710 Elm
McKee Bros (C C & T O McKee) hardware 1416 Main
McKEE CHAS EDW ice 213 Joplin tel Home 1827 Bell 785 r 2312 Connor
McKee Claude carp b 1423 Joplin
McKee Claude C (McKee Bros 1416 Main) r 1333 Virginia

P. FRED ROMARE
Manufacturer of Harness and Dealer in Vehicles
817 MAIN ST. BOTH PHONES 922 JOPLIN, MO.

McKee Frankie P r 1333 Virginia
McKee Glenn clk B F Wurzel Clo Co r Webb City
McKee Grace dressmkr 218 Penn
McKee Harry H dentist 202 n Moffet
McKee Hartwell T clk McKee Bros 1416 Main r 1333 Virginia
McKee Henry H r 202 n Moffet
McKee Jacque Miss r 710 Elm
McKee Oscar E mining timber r 1620 Moffet
McKee Robt B student r 710 Elm
McKee Saml L printer 516 Main r 1333 Virginia
McKee Thos O (McKee Bros 1416 Main) r 1333 Virginia

Halyard Hdw. Co.
Miners' Supplies, Builders' Hardware, Double Diamond Belting
221-223 Main Street
Phones 43
Joplin, Mo.

VanDeventer School of
MUSIC

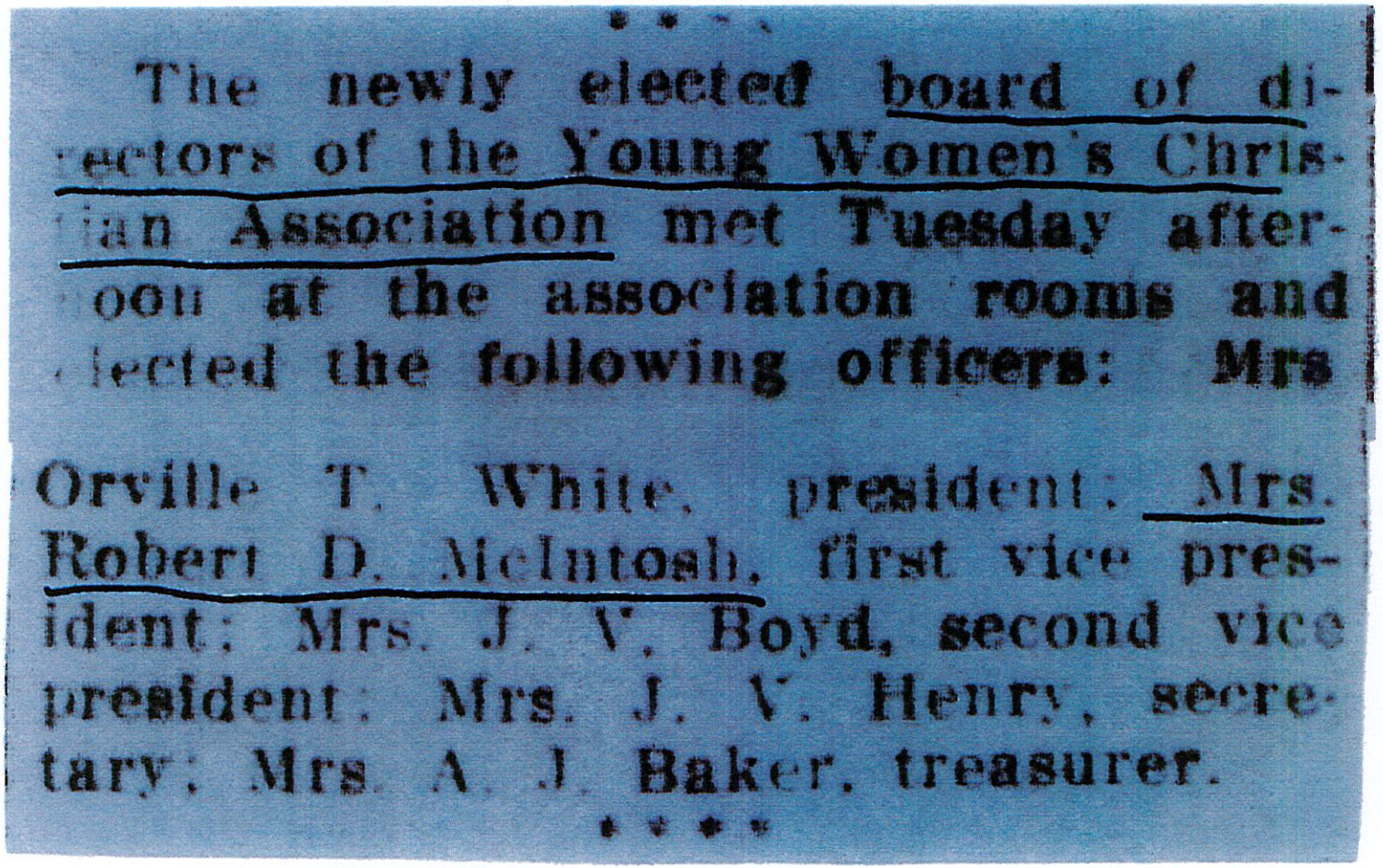
Listing for McIntosh residence @ 602 N. Pearl.

1909 Joplin City Directory

Joplin Globe 1920 Magazine Edition
1 Sep 1920

Directors of the Joplin Free Public Library are: Guy T. Humes, president; John J. Wolfe, vice president; Mrs. W. P. Leon, secretary; P. R. Coldren, William Fleischaker, Don C. Grafton, R. D. McIntosh, Mrs. Frank M. Myers and Mrs. F. C. Ralston

Joplin News Herald
1 Feb 1914, 3 bottom of col 1



* * * *

The newly elected board of directors of the Young Women's Christian Association met Tuesday afternoon at the association rooms and elected the following officers: Mrs Orville T. White, president; Mrs. Robert D. McIntosh, first vice president; Mrs. J. V. Boyd, second vice president; Mrs. J. V. Henry, secretary; Mrs. A. J. Baker, treasurer.

* * * *

Joplin News Herald

12

U.S. City Directories, 1822-1995 for Luda K Shackelford
Missouri · Joplin · 1920 · Joplin, Missouri, City Directory, 1920
Save

Scruggs Joseph S furn rooms 102 N Main av r same
Scruggs Mollie wid John r 1204 Iowa av
Scruggs Thelma stripper McKeeMarks Cig Co r 638 Pearl
Seaford Jack (Jennie) miner r 2317 Harlem av
Sealer Edward porter r 1211 Valley
Seals Tommy Miss bkpr Pennington Drug Co r 1925 Moffet
Seamands Clara r 1129 Murphy
Seamands Opal opr Rice-Oberman Mfg Co r 1129 Murphy
Seamands Pearl opr Rice-Oberman Mfg Co r 1129 Murphy
Seamands Susie opr Rice-Oberman Mfg Co r 1128 Murphy
Seamands Tish wid Isaac r 1129 Murphy
Seanor Agnes Miss r 103 Ridgeway Apts
Seanor George L (Varda) fore Frisco Ry r 1723 Murphy av
Sears Howard M (Mattie) carrier P O r 1601 Sergeant
Sease Albert W (Maude) miner r 312 N Oak av
Sease Elmer student r 517 W 3d
Sease Jeanette W wid Elmer r 517 W 3d
Seaton John W (Bessie) appr United Iron Wks r 1335 Iowa av
Seaver John L (Julie) farmer r 3102 Indiana
Seay Howard (Lillian) mine opr r 1918 Moffet av
Seay James trav B F Sapp Leather Co r 1918 Moffet av
Seay James R grocer 1810 Byers av r 1918 Moffet av
Seay Pansy Mae Miss tchr r 1918 Moffet av
Sebastian Fred chauf r Elks Club
Sebern Amos merchant r 929 N John av
Second Baptist Church Rev Joseph J Cooper pastor 19th ne cor Connor
Secrest Beulah Miss steno Central Foundry Co r R F D No 2
Serrist Kathryn cashr Newman's r Bell Center
Security Benefit Assn Eureka Council 299 (formerly Knights & Ladies of Securities) J M Myall agt 640 Joplin
Sedburg Sophia E Mrs r 712 W 1st
Seddon Percy E r 53 Gentry Apts
Seed Wm H (Jane E) promoter r 516 W 9th
Seely Myrtle wid Ellsworth r 706 May
Seelye Clara C Mrs r 1925 Jackson av
Sehrt Robert mech Packard Joplin Branch r 522½ Main
Seibel John W (Jeanette) mech Main St Garage r 2039 Kentucky
Seiber Helen Miss r 218 N Wall av
Seiber Lenore Miss r 218 N Wall av
Seibert Arthur (Theo) porter Thornton's r 1412 Furnace
Seibert George W (Eula) emp Frisco Ry r 2330 Murphy av
Seibert Martha N r 2330 Murphy av
Seldenstricker Mary Mrs r 415 Kentucky
Seigel Paul driver Leon H Hand r 1102 Broadway
Seivert Wm G (Margaret) tailor r 214 Pearl
Seivery Peter driver Joseph Wilmer r 1396 Missouri av
Seivery Vincent baker Joseph Wilmer r 1319 Penn
Self Wm (Virginia) supt Central Foundry Co r Web City
Selig Louis (Vena) lab r 507 E 15th
Seltzer Wm S (May H) fore McKee Marks Cig Co r 2005 Virginia
Senior Ira W (Hattie) driller r 2621 E 8th
Senior John M (Ida) driller r 505 McConnell av
Sensebaugh Pearl E emp Junge Baking Co r 2218 Joplin av
Senter Emily wid Levi M r 110 Michigan av
Sentlinger Bess Mrs r 2119 E 7th
Serage Chas B (Lola) sales r 1520 Kentucky av
Serage Fred B (May) sec Jarvis Undertaking Co r 1627 Penn
Serage Georgia Miss nurse r 1627 Penn
Serage Geraldine Miss bkpr r 1627 Penn
Serage Harold clk Oakley-Pate Seed Co r 1520 Kentucky
Sergeant see also Sargent
Sergeant Carrie F wid Wm G r 302 Jackson
Sergeant John N oil r 302 Jackson
Sergeant Martha Miss student r 635 N Byers av
Sergeant Paul J eng Empire Dist r 302 Jackson
Sergeant Walter (Olive) dist agt Cherokee Fuel Co r 635 N Byers av
Service Garage (C E and Roy J Daugherty) 127 Joplin
Sesler Guy (Alta) chauf r 31st and Moffet
Seton John B miner r 819 Picher
Seton Lena Miss r 819 Picher
Settle Leonard M (Antonia) grocer 2302 Main r 2215 same
Seventh Day Adventist Church 1713 Jackson
Seventh Street Cigar Store Jesse A Meinker mgr 636½ Main
SEVENTEENTH STREET VULCANIZING CO (George and John Pflug) 1829 Main phone 316
Severa Peter L (Lilly) baker r 1304 Missouri av
Severa Vince L (Zora) baker r 1310 Grand av
Seward Annette Miss steno r 1005 North
Seward Ira eng r 1005 North
Seward Louis C (Freely) lab r 1005 North
Seward Mark r 1005 North
Sewell Archie (May) clk W E Havens r 112 W 20th
Sewell Dollie Mrs r 209 Virginia av
Sex Earl (Rhoda) mark Joplin Supply Co r Chitwood
Sex Frank smelter r 220 N Maple av
Sex Samuel D (Mary A) Eagle Picher Lead Co r 1821 Pearl av
Sexton Wm miner r 209 Virginia av
Seymour Wm C (Fern) lab r 727 Kentucky av
Shackelford Agnes M emp Rice-Oberman Mfg Co r Royal Hgts
SHACKELFORD EDWARD H (Agnes N) v-pres Rexhard Mfg Co r Royal Hgts
Shackelford Frank H (Effie A) with W B Shackelford r 410 Wall
Shackelford Warren B (Luda K) gen mgr Admiralty Zinc Co r 602 N Pearl av
Shade Archie G (Rachel) carp r 3116 Joplin
Shade B Frank (Marietta) house mover r 1022 Illinois av
Shade Gussie M wid Jim r Chitwood
Shade Harry F clk Frisco Ry r 1022 Illinois av
Shade Hettie Miss r 1022 Illinois av
Shade Reuben (Ruby) carp r 1022 Illinois av
Shade Wm A carp r 1022 Illinois av

COGLIZER & COMPANY
Old Reliable Manufacturers of CANVAS GOODS
Telephone 388
WHISTLE ROTTLING CO. OF JOPLIN
Wheeler & Leffen Drug Co.
PAINTS VARNISHES · WINDOW GLASS
ZENS STATE BANK
INTEREST PAID ON TIME DEPOSITS
626 MAIN ST. PHONE 470

Listing for Shackelford residence @ 602 N. Pearl Ave.

Source: 1920 Joplin City Directory

© 1997-2018 Ancestry.c

(602 N. Pearl

Joplin Globe
10 July 1921, 1

PROMINENT MINE OPERATOR DIES IN CHICAGO HOSPITAL

Warren B. Shackleford Succumbs After Two Years' Illness—Connected With Big Companies in District.

Warren B. Shackelford, general manager of the Admiralty Zinc Company and a prominent resident of the Tri-State zinc and lead field for the last thirty years, died in Chicago yesterday morning, after going there for an operation about three weeks ago.

It was at first reported that an operation performed had been highly successful, but it was said yesterday that an investigation, in fact has merely served to disclose the hopelessness of any successful results from any surgery and that none had been attempted. Cancer of the liver is understood to have been the cause of death. He had been in ill health about two years.

In District Thirty Years.

Mr. Shackleford came to the Tri-State field about thirty years ago, coming here from St. Joseph. For a time he engaged in mining for himself and in 1907 became associated with the S. Y. Ramage Mining Company and acted as general manager for that firm for about eight years. Most of the operations of the Ramage Company were in the sheet-ground fields of Webb City, though in the latter part of the period a mine in the West Joplin camp was opened up and successfully operated for some time.

It was as manager for this concern that Mr. Shackleford first introduced water Leyner drills in this district, an improvement that did much toward eliminating the danger from miner's consumption that had become an increasing menace with the development of the sheet-ground zinc mines of the field.

Always taking an active interest in the welfare of his employes, Mr. Shackleford was one of the originators and one of the first presidents of the Southwest Missouri Mine Safety and Sanitation Association, which had its headquarters at Webb City. Later he also helped found the Oklahoma-Kansas-Missouri Safety and Sanitation Association, which ultimately became the Tri-State branch of the American Zinc Institute, with headquarters in Picher, Okla. He was also one of the leading members of the National Zinc Institute and maintained a keen interest in the development of the zinc industry even after his fatal illness prevented him from active participation in the different organizations working to that end.

Leyner Drill info

organizations he co-founded for miners' benefit

(OD) N. Pond 19

tlcipation in the different organizations working to that end.

Manager of Three Companies.

In 1915 Mr. Shackleford resigned as manager for the company to become general manager of the Admiralty Zinc Company's properties, which had been purchased by the Cosden, Curtis and Aiken interests of Tulsa, Okla. This managership he retained at the time of his death, and also was general manager for the Sinden Zinc Company and for the Queen Esther Mining Company. The Admiralty Company has been one of the largest producers of zinc and lead in the field, having four concentrating plants, two of which have been down and two operating during recent months.

It is not known who will be Mr. Shackleford's successor as manager of these properties. Since his severe illness, M. B. Lawrence has been superintendent in active charge of operations, while E. E. Bland is in charge of the Joplin office of the company.

Here From Webb City.

For many years Mr. Shackleford made his home in Webb City, moving to No. 602 North Pearl avenue, Joplin, about two years ago. He had no children, his sole family survivors being his widow, Mrs. Luda Shackelford, who was with him at the time of his death, and a brother, Frank Shackleford, of Balboa, Cal. He was born in central Indiana, and was 59 years old.

Upon receipt of the news of his death here yesterday, a telegram of sympathy was sent to the widow for the American Zinc Institute by Richard Jenkins, secretary of the Tri-State branch.

F. B. Rogers, secretary of the Elks lodge, received a message from the secretary of a Chicago Elks lodge yesterday afternoon stating that the body of Mr. Shackleford had been forwarded from Chicago and will reach Joplin on the 3:25 o'clock Frisco train this afternoon. An escort from the local Elks lodge will meet the body at the depot. Members of the lodge have been asked to meet at the club house at 3 p. m. for that purpose.

K & W Motor Rebuilders (Al L Walts) 1111 Broadway
Kaas Cherry tobacco wkr Cuban Cigar r815 Pennsylvania
--Henry (Cherry) roofer Morgan Roofing r815 Pennsylvania
Kacquet Christopher A (Helen) slsmn h524 Connor
Kaderly Edison H (Freda M) lawyer (assoc) Bond & Bond h710½ Harlem
--Freda bkpr Meeker Co r710½ Harlem
Kaehler Marvin Al (Lelia R) emp Eagle-Picher r Galena Kans
Kahn Jas D (Celia E) buyer Newman's h2612 E 12th
Kalas Chris (Joplin Hat Wks) h206 N Harlem
Kaltenbach Lola P (wid John A) h1510 W 9th
Kamber Clothes Martin L Usher mgr 719 Main
Kamby Lloyd M slsmn h721 W 7th
Kaminski Eug L (Melda) tchr South Jr High Sch h1906 W 14th
--Melda Mrs opr Fleeta's Beauty Shop r1906 W 14th
--Russell V (Eliz E) tchr Senior High Sch h201 High
Kammermeyer Cora (wid Geo) r701 Pearl
Kammerdiener Lillian typ State Dept of Rev r404 Park
--Milo H (Lillian V) clk County Welfare r404 Park
--Ronald T mailer Joplin Globe Publ r801 Harlem
--Wm H r3025 Main
Kammerer Dorothy r819 Byers
--Genevieve asst librarian Joplin Carnegie Library r819 Byers
--Marie E h819 Byers
--Paul W (Hazel E) electn Empire Distr Co h1105 Connor
Kampman Thelma Mrs nurse Lloyd McPike r1821 Porter
--Wm H (Thelma M) carrier PO h1821 Porter
Kanable Dorothy M sten Realmear Ins Agcy r Webb City
KANE A J (MARY), ADV MGR EMPIRE DISTRICT ELECTRIC CO, r BAXTER SPRINGS, KANSAS, TEL 156
--Clarence E (Frances E) slsmn h802 Murphy
--Isadora L (wid Wallace B) h514 N Sergeant
--Marjorie A bkpr Western Auto r514 N Sergeant
--Polk A (Irene L) gun and locksmith Marcum Sporting Goods h723 Moffet
Kanmore Lue (wid Thos) h333½ N Schiffendicker
Kansas City Life Insurance Co Lon McCracken dist mgr 421 First Natl Bank Bldg
--City Southern Lines John S Hunsaker genl agt railroad 721 First Natl Bank Bldg pass sta 201 N Main frt depot 400 E 3d
--City Southern Transportation Co (truck line) frt depot 400 E 3d
--Coach Lines (Duane Goodhope) 121 W 3d
Kapolchok Edw J (Anna M) driver Campbell 66 Exp h2629 E 5th
Karth Jack R (Madelene T) cab driver h407 E 17th
--Pearl slswn Ward's r1600 N Range Line rd
--Ray (Pearl) driver Fire Dept 1600 N Range Line rd
--Ray R (Lola) h805 Landreth
--Wm H (Katie K) h1517 Hill
Karechin Edw V (Mary M) clk Safeway Stores r2015 Pennsylvania
Karlinger Rudolph J (Fannie) slsmn Arma Elev h2426 Main
Karlstrom Alva L (Vera) opr Joplin Water Wks h2314 Porter av
--Grace L (wid John L) r2314 Porter
Karn Jas W (Stella M) whsemn Thomas Fruit Co h810 Indiana
Karnold Gust (Helen) warehouseman Joplin Prtg r RD 1
Karns Glenn M (Lena L) auto repr 919 27 Main h801 Roosevelt apt 6
Karr Jas A (Mae) patrolman Atlas Powder h1104 Jasper
Karrick Geo W (Margt J) driver United Transports h218 N Porter
Kassab Anthony R emp Kassabs r802 N Pearl
--Gabriel student r817 N Moffet
--Leon R emp Kassabs r802 N Pearl
--Nayleh (wid Mike) h817 N Moffet
--Ralph L (Lillian) pres Kassab's Inc h602 N Pearl
KASSAB'S INC, RALPH L KASSAB PRES, LADIES READY-TO-WEAR, FURS, FUR STORAGE, FUR REPAIR and REMODELING, SPORTSWEAR, BLOUSES, LINGERIE, HOSIERY, 418 MAIN, TELS 3541 and 7551
Katsopodis Philip R (Jean K) asst mgr Twin Oaks Motel h3029 E 10th
Katzfey Rose cutter Meeker Co r2628 E 5th

Kay Earl (Moina K) farmer h1107 Katherine
--Herman R jr emp Mo Steel Castings r928 Jackson
--Homer S (Thelma) electn Covert Elec Machy h2618 Quincy
--Mary E Mrs h213 N Sergeant
--Rosemary clk Thurston Chem Co r1107 Katherine
Kay's Beauty Salon (Mrs Kath Norman) 111½ Main
KATHEY STORE, PERCY R PHILP MGR, CREDIT CLOTHING, 310 MAIN, TEL 1287
Keagy Cyrus G (Fern F) meat cutter Nu-Way Stores h320 Oak
--Helen K (wid Robt B) h732 Pearl
--Theresia (wid Herbert S) h314 S Cox
Kearney Harry L (Vella A) slsmn Griffin Grocery Co h3044 E 9th
Kearns Harold ydmn Bob Miller's Restaurant r214 W 9th
Keaton Nathan G City Policemn r618 Moffet
Kee Emma M Mrs servmn Singer Sew Mach r412 N Cox
--Eug mech State Hwy Dept h304 Patterson
--Norman (Emma M) h412 N Cox
Keech Zelpha N (wid David A) r1801 Illinois
Keefer Fred M (Ethel) carp h1919 E 7th
--Robt G (Lela I) carp h1710 Indiana
Keele Prince (Beatrice) porter Trailways Bus Depot h1402 Furnace
Keeler Karl T (Pauline) driver Best Cleaners h1609 Gabby Street Blvd
Keeling Betty Jo switchbd opr Freeman Hosp r2130 Picher
--David (Natalie) h409 Empire
--Mildred G Mrs nurse Freeman Hosp h2130 Picher
--Natalie Mrs bcmo Community Dairy Prod r409 Empire
Keen Jack (Lola M) emp Eagle-Picher h206 W 43d
Keenan Catherine G (wid Patrick) h730 St Charles
--Keith Y (Johnetta) driver Joplin Rendering Plant h1034 Waggoner
--Orville P (Kathleen) h502 Cox
Keene F A formn Mo Steel Castings r RD 2
Keener Lester (Frances) h903 Virginia
--Rex F (Gladys I) h2808 Virginia
Keesee Earl T (Eunice) driver Joplin Cement h720 Park
Keeler Donald C (Norma J) reprmn Tel Co h1520 Gabby Street Blvd
--Jane L studt r930 N Sergeant
--Norma J clk Tel Co r1520 W 26th
Keeton Aubrey E (Thelma) driver Campbell 66 Exp h2612 Moffet
--Jess W (Mary) fireman Mo Pac h812 Pennsylvania
--Lloyd M (Joy A) lineman Empire D E h320 McCoy
--Mary R studt r1820 Pennsylvania
--Wm F (Mona D) slsmn Air-Way Branches Inc h1820 Pennsylvania
Keifer Ernest V (Emma R) whsemn Southwestern Sash & Door h312 N McCoy
--Glenn E (Mary E) mach duPont h1714 Glover
Keiler Edith Mrs h110 Moffet apt 3
Keith Chas C (Pearl) director Div of State Mine Insp h1718 Jackson
--Edgar N (June) h2202 N St Louis
--Everett E (Irene) dfc mgr Sunshine Biscuit h328 N Jackson
--Mary opr Miller Mfg r627 Moffet
--Pearl Mrs slswn Carl's Shoe Store r1718 Jackson
Keithley L D (Nadine) gro 117 McKinley h2421 Pennsylvania
--Earl D (Alta R) mech R&S Mtr Sls h2203 E 32d
Kell Esther Mrs tchr Emerson Sch r1712 Grand
--Harry F (Esther) h1712 Grand
--John H r1712 Grand
--Otto (Rose) supvr bldgs and grounds Bd of Educ h925 Range Line rd
Keller Chas U (Priscilla, Keller's Barbecue) h1802 Empire
--Chas W (Bertha R) h1032 Sergeant
--Elix B Mrs h712 Sergeant
--Fannie Mrs h218 E 12th
--Fern Mrs nurse Freeman Hosp h821 Wall
--Frank J (Lottie T) section lab KCS h1923 Byers
--Geo H (Lou F) pntg contr 1314½ Main h2115 Connor
--Harold C (Mary) pntr Geo H Keller r2115 Connor
--Harry r627½ Main

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4th and Pennsylvania
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Construction Co.
General Contractor
Hardwood Floors Laid, Sanded and Refinished
Old Floors Made Beautiful
Tile Floors
Sundura Rubber Floor Coverings
2534 Byers

Kassab @ 602 N. Pearl

602 N. Pearl

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Kassab's a Main Street fixture since 1907

Familiar Faces . . . and Places

By Mary Guccione

In 1903 a young Syrian by the name of Ralph Kassab left his home and family and boarded a ship for America, packing dreams of fortune and freedom.

"He was born in Damascus, Syria, and was educated there," says his son, Anthony Kassab. "He spoke three languages, Arabic, French and English. The Turks ruled over Syria so the national religion was Moslem and my family came from a Christian background."

At the time, Kassab, the youngest of nine children, was working for an importer/exporter.

"He kept seeing all this merchandise shipped to America so he figured that is where he needed to go, so he borrowed money from his employer and left."

Kassab, whose name means "winner" in Arabic, arrived on American ground in 1903, but didn't step foot in Joplin until 1907. It was in Joplin he realized he could have what dreams of America had always promised him: a business of his own, freedom to practice his Christian religion, and a land where he could be successful.

The first retail clothing store opened by Kassab in 1907 was called The Oriental Shop, located on Main Street, south of the present Pearl Brothers Hardware. Kassab stocked his store with imported silks, laces and brass. Between 1907 and 1939, Kassab moved his store several times, never leaving Main Street.

In 1939, he moved his clothing store to 418 Main where the present Basket Case is located. He changed the name of the store to Kassab's and ventured into a full line of ladies wear.

In 1921, he married Lillian Wardi, also a Syrian immigrant nearly 20 years his junior.

"In those old days the immigrants thought they had to have something to start with before they could ask a woman to marry him. She was almost 20 years younger and died almost 20 years later," says Anthony.

Ralph and his wife had three children, Leon, Anthony and Martha. As soon as the children were old enough, they began helping in the store. In their early teens, Leon and Anthony delivered merchandise by bicycle. They later worked in the back room, making their way to the cash registers by their later teens. Anthony and Martha designed props for window displays.

As Anthony shuffles through dozens of pictures, he points out windows he and his sister designed, pictures of what the downtown area looked like nearly a century ago and a worn photograph of his father.

"He was a very energetic man. He was gentle and his primary interests were his family, his church and his business."

"Back then," adds Anthony, "the streets were dirt, they had not been paved and at night a big truck would come down and water the street to settle the dust. The sidewalks were wooden."

In 1957, Ralph suffered a severe heart attack, allowing Anthony and Leon to take over full management in 1958.

Three years later, the brothers bought the S.S. Kresge Building and moved their store to their present location, 506 Main. This time they not only carried ladies wear, but opened a millinery also, carrying a full array of hats.

"Jackie Kennedy pretty much killed the hat. She used to wear those tiny pill boxes on her head and then she would appear without a hat at all," he recalls as he watches a customer try on one of their few hats. Kassab contends the hat is coming back.

Anthony says after 84 years in business, they are now catering to their eighth generation.

"We were serving our second generation when I was in high school."

In 1969, the Kassab brothers bought out the Leffen General Store, located next to them. They knocked a wall down and added a sports wear section to their store. They jumped from 2,500-square-feet to 8,500.

Through the years the Kassab family has seen the rise and fall and rise again of the downtown area they call home. They have seen new businesses come and old businesses change ownership. They feel fortunate to still be here.

"We have stayed here so long because I would say first of all family tradition, then our devotion to quality, value and personal service."

Anthony says he believes his father, who died in 1965, would be proud of the accomplishments his children have made.

"I think he would also be amazed in the change of America's buying habits. So many things in this culture have changed and this (their store) is one thing that hasn't."

Anthony and Leon have no plans of retiring soon, not only because they are too young to retire, but also because they have no successors to the store.

"There are no successors in line of the family. Nothing lasts forever. This is something in existence that is very unique and special that people don't see anymore."



Photo courtesy of Kassab's

Ralph Kassab and employees pose in their store in 1907.

7/12/98

Holiday Hours: Mon., Tues., Wed., Fri. 10:00-5:30, Sat. 10:00-5:00 Open Thurs. Evenings

1907-1992

Kassab

85 years

In 1907—Teddy Roosevelt was president, the "Gibson Girl" look was the rage, Oklahoma was admitted to the Union as the 46th State, Ralph Kassab opened his first store on Joplin's Main Street.
Kassab's is believed to be the oldest business in Joplin under the same ownership.
We are proud of our heritage of fashion leadership, quality and personal service.
We will be using our 85th Anniversary signature. (above)
We will also celebrate with special offerings and events to show our appreciation to you.
Fashion is fun, fashion is excitement and as it changes, be assured that Kassab's will provide you with the best and beautiful in the fashions you desire and the service you expect.



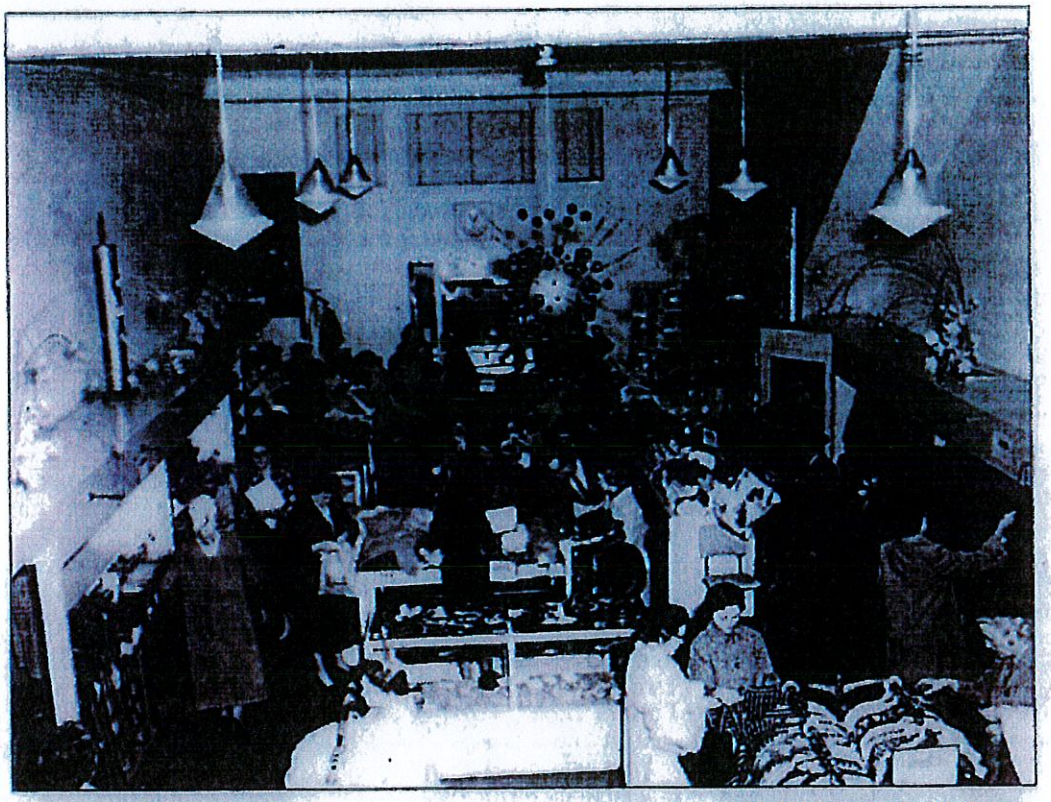
Ralph L. Kassab
1883-1965

Downtown Joplin • Quality • Value • Personal Service • Open Thursday Evenings

12/6/92

1/23/08

The way we were



Courtesy/Joplin Museum Complex

In 1907, Ralph L. Kassab came to Joplin and opened the Oriental Shop at 613 Main St. The specialty shop sold womens' wear plus imported brass, silks, Persian rugs and linens. The downtown store would eventually take the family name and relocate to 506 Main St. For more than 90 years, Kassab's would provide the finest in womens' apparel. This interior photo was taken by Murwin Mosier in 1958 at the store then located at 418 Main St. Special "Sputnik" decorations were created by Martha Thomas to signify the beginning of the space age while reflecting America's preoccupation with Russian space travel.

Joplin News Herald
22 Feb 1965, 1

Pioneer Merchant Succumbs

Ralph L. Kassab, 81, pioneer Joplin business leader, died at 8:30 o'clock Sunday morning at his home, 1467 Crestwood.

Born in Damascus, Syria, March 7, 1883, Mr. Kassab came to this country when he was 20 years old, founding his retail business in Joplin in 1907 at 635 Main street. After occupying several other Main street locations, the present quarters at 506 Main street were opened in August of 1961.

A member of St. Philip's Episcopal church, Mr. Kassab served as vestryman for more than 25 years, holding the offices of senior and junior warden. He was a member of Fellowship lodge No. 345, A.F. & A.M., all York Rite bodies, including the honorary degree of Red Cross of Constantine (the highest degree obtainable), and past commander of the Ascension Commandery No. 38. He was watchman of the shepherds of the White Shrine, a member of Abou Ben Adhem Shrine since 1919, Legion of Honor of Kiwanis International, member of the Chamber of Commerce and also the Joplin Commercial Club, which preceeded the Chamber, Salvation Army board and Twin Hills Golf and Country Club.



RALPH KASSAB

In 1962, Mr. Kassab was recipient of a unique and signal honor conferred upon him by the Daughters of the American Revolution. For the first time since its organization in 1904, the Joplin chapter presented the Americanization Medal, which is given to an adult naturalized citizen who has demonstrated outstanding ability in "trustworthiness, service, leadership and patriotism."

The same year, he received a special award of recognition from the Joplin Board of Realtors for "his faith in the future of Joplin" as exhibited in the building of the current Kassab

(Continued on page 2A)

Pioneer Merchant Succumbs at 81

(Continued from page 1A)

establishment.

Mr. Kassab is survived by his widow, Mrs. Lillian Kassab; a daughter, Mrs. Elroy Thomas, 1437 Crestwood; two sons, Leon Kassab, 722 North Byers avenue and Anthony Kassab, 1221 Crest Drive and nine grandchildren.

Services will be held at 10 o'clock Tuesday morning in St. Philip's Episcopal church. The Rev. David C. Patrick will officiate. Burial will be in Mount Hope cemetery under direction of the Thornhill-Dillon mortuary.

Active pallbearers will be Jerry Connor, Ray Sharp, Larry Hickey, Bart Ramsour, Jimmy W. Thomas, Don Clarkson, Jack Parker and Henry Robertson, Jr. Honorary pallbearers will be Dr. John Koehler, Clarence Craig, Al Ross, Charles Grayston, Don C. McKee, Lauren Reynolds, Jr., Henry Warten, George A. Spiva, Thomas Cusack, Jean Lemmons, Guy Spooner, Rex Titus J. Connor Wise, and Bob Fay.

The family suggested that friends may contribute to the Ralph L. Kassab memorial fund of St. Philip's Episcopal church.

Joplin Globe
23 Feb 1965, 3A

R. L. Kassab Services Set Today

Services for Ralph L. Kassab, 81 years old, pioneer Joplin business leader who died Sunday morning at his home, 1467 Crestwood, will be at 10 o'clock this morning in St. Philip's Episcopal church with the Rev. David C. Patrick officiating. Burial will be in Mount Hope cemetery under direction of the Thornhill-Dillon mortuary.

Active pallbearers will be Jerry Connor, Ray Sharp, Larry Hickey, Bart Ramsour, Jimmy W. Thomas, Don Clarkson, Jack Parker and Henry Robertson, Jr. Honorary pallbearers will be Dr. John Koehler, Clarence Craig, Al Ross, Charles Grayston, Don C. McKee, Lauren Reynolds, Jr., Henry Warten, George A. Spiva, Thomas Cusack, Jean Lemmons, Guy Sponer, Rex Titus, J. Connor Wise and Boy Fay.

Contributions may be made to the Ralph L. Kassab memorial fund at St. Philip's Episcopal church.

Born in Damascus, Syria, March 7, 1883, Mr. Kassab came to this country when he was 20 years old, founding his retail business in Joplin in 1907 at 635 Main street. After occupying several other Main street locations, the present quarters at 506 Main street were opened in August of 1961.

A member of St. Philip's Episcopal church, Mr. Kassab served as vestryman for more than 25 years, holding the offices of senior and junior warden. He was a member of Fellowship lodge No. 345, A.F. & A.M., all York Rite bodies, including the honorary degree of Red Cross of Constantine (the highest degree obtainable), and past commander of the Ascension Commandery No. 39. He was watchman of the shepherds of the White Shrine, a member of Abou Ben Adhem Shrine since 1919, Legion of Honor of Kiwanis International, member of the Chamber of Commerce and also the Joplin Commercial Club, which preceeded the Chamber, Salvation Army board and Twin Hills Golf and Country Club.

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The same year, he received a special award of recognition from the Joplin Board of Realtors for "his faith in the future of Joplin" as exhibited in the building of the current Kassab establishment.

Mr. Kassab is survived by his widow, Mrs. Lillian Kassab; a daughter, Mrs. Elroy Thomas, 1437 Crestwood; two sons, Leon Kassab, 722 North Byers avenue and Anthony Kassab, 1221 Crest Drive and nine grandchildren.

Joplin Globe
12 Jan 1985
HB



Lillian Kassab

Mrs. Lillian W. Kassab, 82, 1467 Crestwood Drive, died at 12:15 p.m. Friday at St. John's Regional Medical Center where she had been a patient since Thursday.

Mrs. Kassab was born Oct. 15, 1902, at Damascus, Syria, and had lived in Joplin since 1921. She was a member and past president of St. Margaret's Guild of St. Philip's Episcopal Church, a past president of Women of Kiwanis, and a member of St. Philip's Episcopal Church, Joplin Woman's Club, Twin Hills Country Club, St. Ann's Altar Guild, Order of Eastern Star and White Shrine.

She married Ralph L. Kassab on May 15, 1921, in New York City. He died Feb. 21, 1965.

Survivors include two sons, Leon Ralph Kassab, 1451 Crestwood Drive, and Anthony Ralph Kassab, 1221 Crest Drive; a daughter, Mrs. Elroy Thomas, 1437 Crestwood Drive; a brother, George H. Wardi, South Hampton, Long Island, N.Y.; a sister, Mrs. Sam Kassatly, Palm Beach, Fla.; nine grandchildren; and four great-grandchildren.

602 N. Pearl

Services will be at 10:30 a.m. Monday at St. Philip's Episcopal Church, with the Rev. Keith Whitmore officiating. Burial, under the direction of Thornhill-Dillon Mortuary, will be in Mount Hope Cemetery, Webb City.

Pallbearers will be Don Clarkson, Jerry Connor, John Cragin, W.W. Davis Jr., Dr. Hish Majzoub, Ray Sharp, Tom Weidman and Dr. John Windle.

The family will be at 1467 Crestwood Drive.

A memorial has been established at St. Philip's Episcopal Church.

JOPLIN CITY COUNCIL
SEPTEMBER 17, 2018 MEETING MINUTES

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

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Council Members: Doug Lawson, Anthony Monteleone, Gary Shaw; Ryan Stanley and Phil Stinnett. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Council Members: Taylor Brown, Melodee Colbert-Kean, Diane Reid Adams, and Jim West. Motion by Mr. Stanley, second by Mr. Monteleone, to excuse the absent members. Voting in favor were Council Members: Lawson, Monteleone, Shaw, Stanley and Stinnett, 5. Nays: 0.

PRESENTATIONS
Mayor Shaw presented a proclamation proclaiming October 13, 2018 as North Heights Porchfest Day to Zach Spiering, the Porchfest Committee Chairperson.

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
Russel Presson, 261 Buchanan Rd. Joplin, requested to speak on water run off at 229-227 Buchanan Road. After discussion on this item, the City Council asked City Manager Anselm to look into issue this for possible solutions, and funding sources for the solutions. Mr. Anselm stated he would report his findings to the council at a future meeting.

Margey Upson requested to speak on raises. After Ms. Upson's comments, Mayor Pro Tem Stanley asked the City Attorney Edwards to clarify the process for the Citizen Requests and Petitions portion of the agenda. Ms. Upson thanked Mr. Edwards for the clarification.

PUBLIC HEARINGS

CONSENT AGENDA.
Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Lawson, Monteleone, Shaw; Stanley, and Stinnett, 5. Nays: 0. Absent: Brown, Colbert-Kean, Reid Adams, and West, 4.

Minutes of the September 4, 2018 Informal City Council Meeting
Minutes of the September 4, 2018 City Council Meeting
Minutes of the September 10, 2018 City Council Budget Work Session

COUNCIL BILL NO. 2018-269 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-1 property as described below and located 7414 E. 32nd Street, City of Joplin, Newton County, Missouri. **Ordinance No. 2018-121**

COUNCIL BILL NO. 2018-270 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located A tract of land on the west side of North St. Louis Avenue, located approximately 656 feet north of the intersection of North St. Louis Avenue and East Fountain Road, City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-122**

COUNCIL BILL NO. 2018-265 - 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 adjacent and south of I-44 at Exit 1, City of Joplin, Newton County, Missouri. **Ordinance No. 2018-123**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Stinnett introduced Council Bill No. 2018-515- an ordinance adopting and establishing pay rates for certain Unclassified Council Employees; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2018-515 be approved on an emergency basis. Voting in favor were Council Members: Lawson, Monteleone, Shaw, Stanley, and Stinnett, 5. Nays: 0. Absent: Brown, Colbert-Kean, Reid Adams, and West, 4. The Council Bill was declared adopted and entitled **Ordinance No. 2018-124**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional requests to address Council:

Monica Dixson, 2612 Salem, Joplin, addressed the council regarding JFD and JPD pay needs.

Finance Director Leslie Haase requested to read a prepared statement.

Declare excess surplus property

Lynden Lawson, Assistant Director of Public Works stated the list of surplus property is incomplete and a complete list will be presented at the next council meeting.

News from the Public Information Officer, Lynn Onstot

Third Thursday will be held on Thursday of this week from 5:30 to 8:30 pm. This event always has something for everyone with local artisans, music, entertainment, and food! This is the second to last one scheduled this year, so be sure to come downtown and enjoy the fun!

This weekend, September 21 – 23, the Carl Junction Bluegrass Festival is taking place and is scheduled for Friday night, 9 am to 6 pm Saturday and Sunday afternoon.

The Best Second City, a comedy experience presented by Connect2Culture, is being held on Thursday, September 27.

September 28-30: For the trucking enthusiast - Guilty By Association -- 4 State Trucks home of the Chrome Shop Mafia present their 10th annual big rig truck show with 550+ trucks, family fun, BBQ, truck & tractor pull, and a 400+ Special Olympics convoy. All of this ends with a downtown Joplin street party. This is a Free Event for all to attend.

If you are feeling athletic that weekend - the 13th annual 4 State Open Disc Golf Tournament will be held in McClelland Park, the Rufus Racing Svitak Freedom Ride, a 100-mile cycling event will be circling Joplin, and the Mother Road Marathon will be running from Commerce, Oklahoma into Joplin along Route 66. For full details on these and other local tourism related events, see the Events Page at VisitJoplinMO.com

Comments from City Council:
Mayor Shaw thanked Director Haase for her comments and her work. He stated the City Council has a great deal of respect for all those who work for the City and the citizens. He stated Joplin has accomplished a lot of things since the tornado and it's time to look to the future to see what can be done to make Joplin the city we all want it to be. And part of that is to make sure all employees are in a position where they're making decent salaries. We all need to work together to find solutions to the financial constraints the City is facing while also being mindful of our fiscal responsibility.

Mr. Stanley asked the City Manager the status of the pay increase proposals that Council discussed at the August 22, 2018 work session. Mr. Anselm replied he's still in discussions with Fire Chief Furgerson. Mr. Anselm stated he hoped to have the information ready for the council by the end of next week.

Mr. Stinnett commented on Finance Director's statement that she is doing her job as directed by the City Manager, who is directed by the City Council. He stated Mrs. Haase does not set the guidelines, nor does she set what has been asked of her; but she responds to what has been asked of her. She has been treated unfairly in some cases. People need to realize that a lot of things done by department heads are because they're told to do so. They're just simply doing their job.

Mr. Monteleone stated he wanted to make a public apology for some things he said at the September 4, 2018 meeting that he felt were out of line toward Sam (City Manager), Troy (P&Z), and Ed Whitmore (City Planner). The comments regarded a Planning and Zoning issue that were based on assumptions instead of Mr. Monteleone asking questions. Mr. Monteleone stated he believes in what the City Staff does and stands behind what they do.

There being no further business, the meeting was adjourned at 7:01 p.m.

Respectfully,

Barbara Gollhofer

Barbara Gollhofer, City Clerk

Minutes of the Special Council meeting
September 24, 2018

Reading of the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri held a special meeting on Monday, September 24, 2018, at 6:00 pm in the 5th Floor Council Chambers, 602 S. Main Street, Joplin, Missouri for the purpose of authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) Supplemental Appropriations for the Reconstruction of Taxiway D at the Joplin Regional Airport.

Invocation was read by City Clerk Barbara Gollhofer

Pledge of Allegiance to the United States of America was led by Mrs. Reid Adams.

Call to order
The Special Meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Gary L. Shaw.

Roll Call
Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Douglas Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw; Ryan Stanley (via phone), Phil Stinnett, and Jim West. Also, in attendance were Acting City Manager David Hertzberg and City Attorney Peter Edwards.

ORDINANCES – EMERGENCY
Mr. Stinnett introduced Council Bill No. 2018-612 – an ordinance authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) Supplemental Appropriations for the Reconstruction of Taxiway D at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance No. 2017-167 on October 16, 2017; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-612 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-125.**

Comments from Council Members:
Mr. Stinnett thanked Council Members Colbert-Kean and Reid Adams for their reports from the MML conference they recently attended. He stated the reports were informative and he appreciated the council members (Colbert-Kean, Reid Adams and West) who took the time to represent the City in this capacity. Mr. West stated his MML report is forthcoming.

There being no further business to come before council the meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Barbara J. Gollhofer, City Clerk

RESOLUTION NO. 2018-016

A RESOLUTION recognizing Rick Allen upon his retirement from active service as the Facility Maintenance Technician within the City of Joplin Public Works Department.

WHEREAS, on Friday, October 12, 2018, Rick Allen will retire from active service with the City of Joplin Public Works Department; and

WHEREAS, Rick Allen served residents of Joplin in an outstanding manner during Forty-Two (42) Years of service over his career; and

WHEREAS, Rick Allen has always provided service with a smile and is always willing to help his fellow co-workers, and citizens alike, in their time of need; and

WHEREAS, Rick Allen has been instrumental in the continuing preservation of all the city facilities and equipment placed under his charge with passion and perseverance; and

WHEREAS, upon his departure, the people of Joplin wish to extend recognition and appreciation to Rick Allen for his many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend best wishes and appreciation to Rick Allen for his service of Forty-Two years.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to Rick Allen for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 1st day of October 2018.

_____

Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018
Council Bill No. 2018-143

Item: Work Authorization with Burns & McDonnell Engineering Co, Inc., for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 3.

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization No. BMC-OC18-002
2) Council Bill No. 2018-143

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

Recommended Action: Approval of Work Authorization No. BMC-OC18-002 with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of $39,500.00 (Thirty-Nine Thousand Five Hundred and no/100 Dollars) for Professional Engineering Consulting Services for National Pollutant Discharge Elimination System (NPDES) Permit Renewal Support Phase 3.

Background: The Operating Permit for the Turkey Creek Wastewater Treatment Plant (WWTP), issued by the Missouri Department of Natural Resources (MDNR), is due for renewal. The focus of concern for the City and for MDNR is the allowable concentration limits of certain metals after the treated wastewater is discharged from the plant. Using nation-wide criteria established by the EPA, MDNR has proposed particularly strict limits in the forthcoming Operating Permit. To comply with the proposed limits, the estimated construction costs range between $50 and $250 million of improvements at the WWTP. Due to the mining legacy in our area, City staff have been seeking a change of concentration limits for both zinc and cadmium which would account for the natural contaminant levels found in Turkey Creek. City staff relies on the expertise of a technical team of consultants for assistance in negotiating with MDNR.

Last fall, City Council approved a Work Authorization with Burns and McDonnell, directing them to provide necessary technical expertise before and after the City's January 9, 2018

meeting with MDNR. At that meeting, MDNR was presented with data indicating how the treatment plant's discharge compares with metal concentrations found in Turkey Creek upstream and downstream of the plant. This was done in an effort to be granted special considerations due to ambient background levels. After considering the City's proposal, MDNR denied the City's request, concluding that the in-stream concentrations were due to man-made causes.

Discussion: MDNR has recently proposed new state-wide Water Quality Standards, some of which would benefit the Turkey Creek WWTP. If approved, the maximum concentration limits for both cadmium and zinc would be raised. City staff compared these proposed limits to historical concentrations flowing out of the plant. In the case of cadmium, the new limits would have been exceeded only once since January of 2010. This gives staff and MDNR confidence that the plant should be in compliance regarding cadmium. For zinc, however, the plant would still have experienced frequent exceedances, under the hypothetical comparison of data.

As a result, on August 23, 2018, City staff met with MDNR to discuss pursuing a discharger-specific variance, which is the next logical step toward achieving compliance. MDNR has indicated to the City that the new state-wide Water Quality Standards are expected to be approved. In the future the City may pursue a variance for cadmium, if either the new standards are disapproved, or if cadmium proves to be problematic for the wastewater treatment plant.

This Work Authorization directs Burns and McDonnell to assist with the variance application process, providing technical expertise. If the City's request for a Discharger-Specific Variance for zinc is granted, then the treatment plant should achieve compliance without improvements.

Recommendation: City staff recommends that approval of Work Authorization BMC-OC18-002 with Burns & McDonnell Engineering Co, Inc. for the not to exceed amount of $39,500.00 (Thirty-Nine Thousand Five Hundred and no/100 Dollars) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 3 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: **Mr. Chris Parker, PE**		Attention: Mr. Jeff Barnard, P.E. PROJECT MANAGER	
Department: **PUBLIC WORKS - ENGINEERING**		Phone: 816-728-9058	Fax: 314-682-1600
Phone: **417-624-0820**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER BMC-OC-18-002
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 BMC-OC-18-002 exceed the sum of Thirty-Nine Thousand Five Hundred Dollars ($39,500.00).

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, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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

By: _____
Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Company

By: _____

Printed Name: Breck R. Washam, P.E.

Title: Vice President, Regional Office Manager

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC18-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

Assist the City with application for a discharge specific variance as described in Option 2 of the "City of Joplin Proposed Options for Compliance with Effluent Limits in Turkey Creek Permit" document dated July 30, 2018 from Michael Abbott, Chief of the Operating Permit Section for the Missouri Department of Natural Resources (MDNR). The City of Joplin will apply for variance as described under "Factor 3. Human caused conditions or sources of pollution prevent the attainment of the use and cannot be remedied or would cause more environmental damage to correct than to leave in place."

Engineer will endeavor to address the following in cooperation with the City of Joplin to apply for variance:

a. Are the sources of pollution preventing the attainment of use human caused? Engineer will assess human caused sources of zinc for MDNR.
b. How is use attainment prevented during the time period of the variance? Engineer will document how use attainment is prevented for MDNR.
c. Can the human caused condition be remedied during the term of the variance? Engineer will evaluate remediation options for MDNR.

Summarize findings in a report for the City of Joplin. Up to two (2) meetings with MDNR in Jefferson City and up to four (4) telephone conference calls are included in the scope of services.

Engineer along with subconsultant, LimnoTech, shall provide the City of Joplin, Missouri with the scope of services on a time and materials basis.

2. TERMS

2.1. Schedule: The services of the Engineer shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, however, given the nature of NPDES permit negotiations a firm timeline for completion is not included herein. Schedule may vary based up on Missouri Department of Natural Resources feedback, Clean Water Commission feedback, and final agreed upon discharge specific variance.

2.2. Engineer will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the City. Discharge specific variance may not be complete within the compensation amount; the Engineer will apprise the City of the budgetary status on a monthly basis and when the billed amount has reached eighty percent (80%) of the not to exceed amount.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless Engineer and Engineer's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of City, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that Engineer or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to Engineer shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of Thirty Nine Thousand Five Hundred Dollars ($39,500), as set forth in Work Authorization Number BMC-OC18-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

Attachment Number Two

Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$62.00
Technician*	6	$76.00
Assistant*	7	$88.00
	8	$118.00
	9	$143.00
Staff*	10	$158.00
	11	$172.00
Senior	12	$190.00
	13	$211.00
Associate	14	$220.00
	15	$228.00
	16	$233.00
	17	$237.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$450.00/each
Flow Monitoring (minimum 5 meters)	$65.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2018, and are subject to revision thereafter.

COUNCIL BILL NO. 2018-143 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Thirty NineThousand Five Hundred and no/100 Dollars ($39,500.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 3, and containing an emergency clause.

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

Section 1. That the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Thirty Nine Thousand Five Hundred and no/100 Dollars ($39,500.00) for Professional Engineering Consulting Services for the NPDES Permit Renewal Support, Phase 3 project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Sanitary Sewer Fund (415-4542-540-8675) within the FY 2017-2018 budget.

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-143

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

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018
Council Bill No. 2018-144

Item: Approval of a construction agreement with Crews Construction Inc., for Installation and Construction of two Grit Augers and Troughs at the Shoal Creek Wastewater Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2018-144
2) Agreement with Crews Construction
3) Bid tabulation

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

Recommended Action: Approval of a construction agreement with Crews Construction Inc., in the not to exceed amount of $117,000.00 for installation and construction of two grit augers and troughs at the Shoal Creek Wastewater Treatment Facility.

Background: Part of the treatment processes at the Shoal Creek Wastewater Treatment Plant are the Grit Augers. They separate the grit from the water and it settles into clarifiers and into troughs. This waste is disposed at landfills. This is one of first procedures during the treatment process. The plant currently has two Grit Augers that have rusted troughs. The life expectancy of this type of equipment is normally 10 years; and must be periodically replaced to ensure proper wastewater treatment and removal of inorganic grit. One Auger was replaced seven years ago, while the trough of the other one was replaced six years ago. Corrosive sewage has deteriorated both of these sooner than anticipated.

Discussion: This project was advertised per city procurement procedures, staff received two qualified bids. Crews Construction Inc., was the lowest bidder and selected to provide the installation of the two Grit Augers and troughs, to accomplish this replacement and maintenance project. This bid was within the Engineer estimate. The scope of work will include the removal of two of the grit augers and troughs before they start the installation of the new equipment.

Recommendation: City staff recommends approval of the agreement with Crews Construction Inc., for the not to exceed amount of $117,000.00 for installation and construction services for the grit augers at the Shoal Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AGREEMENT……00500

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Crews Construction, Inc. Address: 17603 Keisha Drive Neosho, MO 64850	
Attention: DAVID HERTZBERG, P.E.		Attention: Paul Crews	
Department: PUBLIC WORKS		Phone: (417) 850-5868	Fax:
Phone: 417-624-0820, EXT 500	Fax: 417-624-4738		

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:

SHOAL CREEK WWTP – GRIT AUGER REPAIRS

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. 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, 2018, 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $117,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the 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. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document
i. Statement of Bidder's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Non-Collusion Affidavit
o. 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 Hundred Seventeen Thousand and no/100 ($117,000.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

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

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

BID TABULATION

PROJECT: REPLACEMENT OF GRIT AUGERS
DATE OF BID OPENING: 19 SEPTEMBER 2018

CONTRACTOR	TOTAL BASE BID
Crews Construction Inc.	117,000.00
G&G Construction Company, Inc.	124,352.00
McClanahan Construction Company	No Bid
Southard Construction Co. of Joplin Inc.	No Bid
Crossland Heavy Contractors	No Bid
ENGINEER'S ESTIMATE	125,000.00

COUNCIL BILL NO. 2018-144 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Crews Construction Inc., in the amount of One Hundred Seventeen Thousand and no/ dollars ($117,000.00) for construction and installation of two grit augers and troughs for the Shoal Creek Wastewater Treatment Facilities; 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 agreement by and between the City of Joplin and Crews Construction Inc., in the amount of One Hundred Seventeen Thousand and no/ dollars ($117,000.00), 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 Sanitary Sewer Fund.

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2018-144

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund account 415-4541-540-8015 for facility improvements to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018
Council Bill No. 2018-145
Item: Approval of a Purchase Order with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project

Originating Department: Public Works – Engineering

Attachments: 1) Agreement
2) Exhibit Map 1
3) Exhibit of Unit Pay Items
4) Exhibit Map 2
5) Council Bill No. 2018-145

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

Recommended Action: Approval of a purchase order for $685,581 with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project.

Background: City staff drafted a 10-year Bypass Elimination Plan that includes cleaning and evaluating the entire collection system, as well as repairing defects. The plan also includes an annual rehabilitation plan aimed at reducing sewer line collapses, reducing Inflow and Infiltration (I&I) of storm water, and increasing the reliability of the system. Since 2013, City staff have managed successive two-year contracts called the Evaluation and Rehabilitation of Wastewater Collection System Project. These menu-like contracts enable City staff to choose various work items, corresponding to progress on the 10-year Bypass Elimination Plan mentioned above. Over the past five years, approximately 75% of the City's gravity sewer system has been cleaned and evaluated, as can be seen in Exhibit Map 1.

In the fall of 2017, bid documents were prepared for the 2018-2019 Evaluation and Rehabilitation of Wastewater Collection System Project, in accordance with the City's procurement policy. Bidders were informed that the unit prices submitted were to be utilized by the City of Joplin to execute purchase orders over a period covering two years. Furthermore, bidders were informed that the City would provide a written scope of work for each individual purchase order issued. Of the three bidders, Ace Pipe Cleaning, Inc., was determined to be the low bidder; bids were below the engineer's estimate.

During the Council meeting on Nov. 6, 2017, Council was informed that there would be future purchase orders using any of the contract unit prices, on an as-needed basis, in conformity with the specific language in the bid documents. CB 2017-164 was then approved, authorizing the City to enter into an Agreement with Ace Pipe Cleaning, Inc.

Discussion: This menu-like contract will be the primary means of rehabilitating sanitary sewer pipes, manholes, lateral connections, etc., utilizing a wide variety of construction methods, on an as-needed basis. The first purchase order under this contract focused on reliability of sanitary sewer infrastructure; that work is still progressing.

While repairs can be made throughout the City's sewer system, staff has determined that the majority of the work under this purchase order will take place in sanitary sewer basins identified by the 2017 flow monitoring study as having excessive I&I. These areas, where defects in the sanitary sewer system were located using smoke testing, have been labeled, "Early Action Areas." In these areas, the impact of rehabilitation of the public infrastructure will be measured as City staff develops a cost-effective strategy for removing I&I throughout the City. All work under this purchase order will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $1,000,000/annually in both FY2018 and FY2019.

Recommendation: Staff recommends that a purchase order for $685,581 with Ace Pipe Cleaning Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

N

W E

S

Legend

- CIPP
- Cleaned and CCTV
- Streets
- Gravity Sewer Lines

ZORA

SCHIFFERDECKER

7TH

20TH

EXHIBIT MAP 1

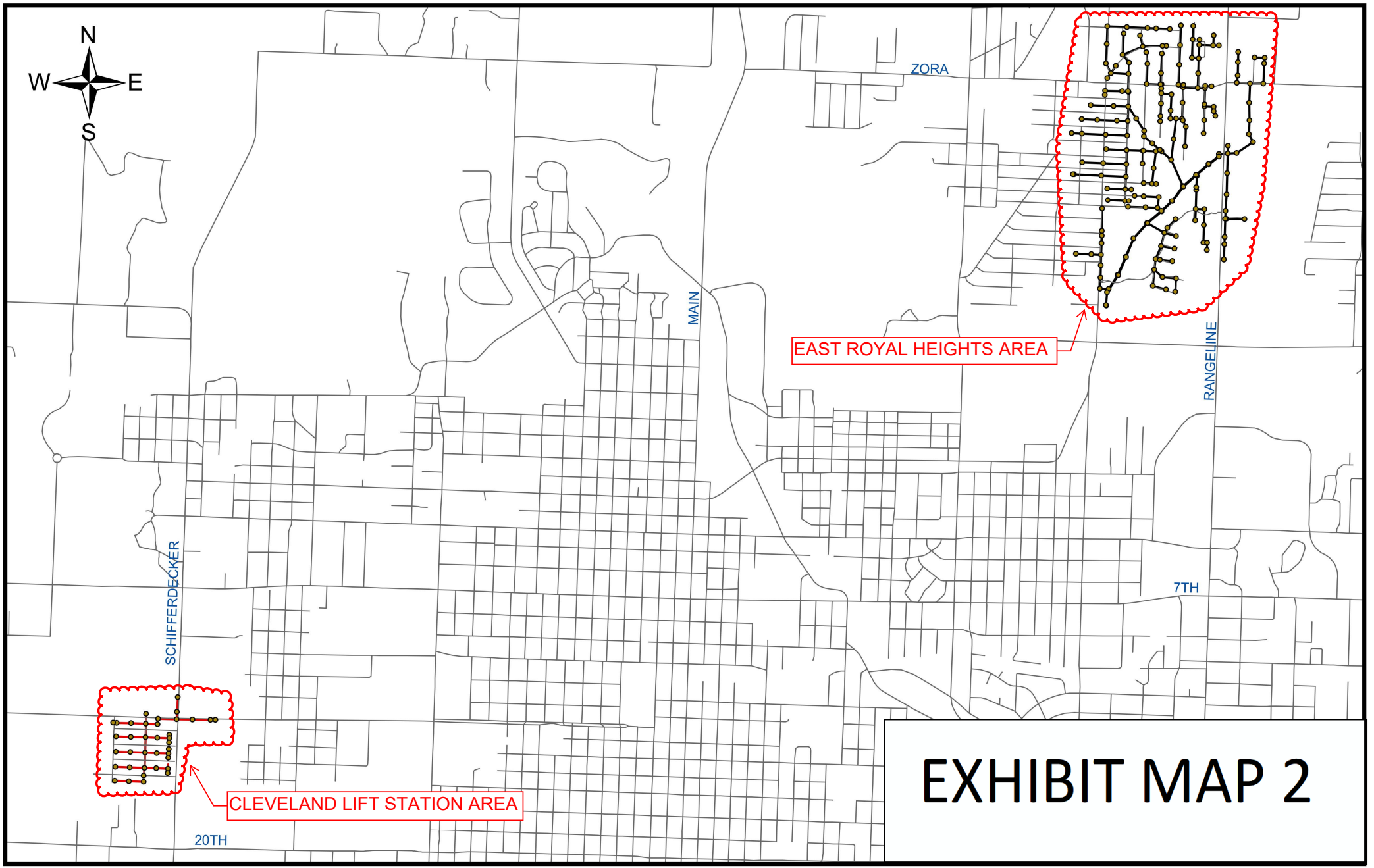


EXHIBIT MAP 2

EXHIBIT: PURCHASE ORDER NUMBER 2 PAY ITEMS
2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	LS	Mobilization	$ 750.00	$ 750
2	23,000	LF	6" to 10" Diameter Light Cleaning	$ 0.55	$ 12,650
3	5,094	LF	12" to 16" Diameter Light Cleaning	$ 0.60	$ 3,056
4	2,073	LF	18" to 21" Diameter Light Cleaning	$ 1.25	$ 2,591
5	346	LF	24" to 27" Diameter Light Cleaning	$ 2.00	$ 692
9	4,600	LF	6" to 10" Diameter Heavy Cleaning	$ 0.75	$ 3,450
10	1,019	LF	12" to 16" Diameter Heavy Cleaning	$ 2.10	$ 2,139
11	415	LF	18" to 21" Diameter Heavy Cleaning	$ 8.00	$ 3,317
12	69	LF	24" to 27" Diameter Heavy Cleaning	$ 12.00	$ 830
16	23,000	LF	6" to 10" Diameter CCTV Inspection	$ 0.74	$ 17,020
17	5,094	LF	12" to 16" Diameter CCTV Inspection	$ 0.90	$ 4,585
18	2,073	LF	18" to 21" Diameter CCTV Inspection	$ 1.00	$ 2,073
19	346	LF	24" to 27" Diameter CCTV Inspection	$ 1.10	$ 381
66	1	LS	Mobilization	$ 8,000.00	$ 8,000
67	8,049	LF	8" Dia. CIPP	$ 23.25	$ 187,139
90	1	LS	Mobilization	$ 2,000.00	$ 2,000
91	6	EA	CIPP Point Repair	$ 1,600.00	$ 9,600
115	1	LS	Mobilization	$ 2,500.00	$ 2,500
116	29	EA	Setup Per Manhole to Manhole Segment	$ 500.00	$ 14,500
117A	129	EA	UV Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,000.00	$ 129,000
132	1	LS	Mobilization	$ 1,100.00	$ 1,100
133	25	EA	*Manhole Frame and Cover Replacement- Under Turf	$ 910.00	$ 22,750
135	10	EA	*Manhole Frame and Cover Replacement- Under Pavement	$ 2,750.00	$ 27,500
136	1	LS	Mobilization	$ 1,500.00	$ 1,500
136A	7	EA	New 4' Dia. Manhole Under Turf, Up to 8' Deep	$ 4,500.00	$ 31,500
136D	10	FT	New 4' Dia. Manhole Extra Depth	$ 200.00	$ 2,000
139	265	VF	4' Manhole Renovation - Cementitious w/ Antimicrobial Additive	$ 175.00	$ 46,375
154	1	LS	Mobilization	$ 1,200.00	$ 1,200
155	40	EA	Flexible Chimney Sealant	$ 495.00	$ 19,800
165	1	LS	Mobilization	$ 1,100.00	$ 1,100
168	7	EA	Point Repair Under Turf 6-12' Deep (10' min.)	$ 2,000.00	$ 14,000
169	10	LF	Additional 6-12' Deep Point Repair Under Turf	$ 120.00	$ 1,200
241	1	LS	Mobilization	$ 1,100.00	$ 1,100
243	30	EA	Open Trench Lateral Reconnection Under Turf 6-12' Deep	$ 2,700.00	$ 81,000
282	100	LF	Open Trench Lateral Under Turf 6-12' Deep	$ 85.00	$ 8,500
314	100	CY	Lead Contaminated Soil Disposal	$ 13.50	$ 1,350
330	6	EA	Trench Plug	$ 1,200.00	$ 7,200
			Construction Subtotal		$ 675,449
			Performance and Payment Bonds (1.5%)		$ 10,132
			Construction Total		$ 685,581

* Manhole Frame and Cover to be provided by the City of Joplin

COUNCIL BILL NO. 2018-145 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order in the amount of Six Hundred Eighty-Five Thousand Five Hundred Eighty-One and no/100 Dollars ($685,581.00) to be issued to Ace Pipe Cleaning Inc. to cover Evaluation and Rehabilitation of Wastewater Collection Systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

WHEREAS, Ace Pipe Cleaning Inc. was awarded the 2018-2019 evaluation and rehabilitation of wastewater collection systems contract on November 6, 2017.

WHEREAS, in the FY2017 budget process, Council approved and budgeted funds to cover the evaluation and rehabilitation of wastewater collection systems.

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

Section 1. That a Purchase Order issued to Ace Pipe Cleaning Inc. covering evaluation and rehabilitation of wastewater collection systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 and reflected an appropriation in the total amount of Six Hundred Eighty-Five Thousand Five Hundred Eighty-One and no/100 Dollars ($685,581.00) covering the evaluation and rehabilitation of wastewater collection systems.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, 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 approves an appropriation that is budgeted.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018
Council Bill No. 2018-146

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

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization No. AMA-OC-18-007
2) Exhibit
3) Council Bill No. 2018-146

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

Recommended Action: Approval of Work Authorization No. AMA-OC-18-007 with Allgeier, Martin & Associates Inc. in the not to exceed amount of Sixty-Five Thousand and no/100 Dollars ($65,000.00) for Professional Engineering Consulting Services for 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project.

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

In accordance with the City's procurement policy, the City advertised for on-call consulting services in nine categories, including Sanitation Engineering Services. Of the fourteen firms that expressed interest in providing these services, six firms were selected in January of 2017 for on-call consulting services using the qualifications based selection method, as required by state

statute. Of those selected firms, Allgeier, Martin & Associates Inc. (AMA) was selected to provide these professional engineering services for this two-year contract.

Discussion: As part of the initial phase of the I&I Reduction program, "Early Action Areas" have been identified where reconstruction work is recommended to begin first. Work in these areas will aid City staff to develop a cost-effective strategic plan for removing sources of I&I within the collection system. In general, AMA will assist the City in project development, construction phase services, and post-rehab data collection needed to update the City's GIS map.

This Work Authorization directs AMA to continue its role of assisting the City to administer the "Toolbox" contract with Ace Pipe Cleaning, Inc., as well as to provide engineering services in support of rehabilitation projects whose focus is the reduction of sanitary sewer overflows (SSOs). Additionally, AMA will assist the City with miscellaneous minor pressure system evaluations, where capacity issues are a concern.

Recommendation: City staff recommends that approval of Work Authorization AMA-OC-18-007 with Allgeier, Martin & Associates Inc. for the not to exceed amount of Sixty-Five Thousand and no/100 Dollars ($65,000.00) for Professional Engineering Consulting Services for the 2018-2019 Sanitary Sewer Rehabilitation Toolbox and Miscellaneous Rehab Assistance project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P. E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: PUBLIC WORKS		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x560	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-18-007
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-18-007 exceed the sum of Sixty-Five Thousand and 00/100 Dollars ($65,000.00).

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 attorney's 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Mr. Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: Sept. 19, 2018

CITY OF JOPLIN, MISSOURI

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

Date: _____

ATTACHMENT NUMBER ONE TO EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-18-007 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

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

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

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

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

1.1.3.1.1.3 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.4 ENGINEER shall assist the OWNER in the development of approximately 3 projects over the next year.

1.1.3.1.2 Evaluation of the operational capabilities of the Cleveland Avenue and 44th and Virginia lift stations and other minor pressurized system systems, as needed.

1.1.3.1.3 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

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

1.1.3.1.5 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin

I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

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

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

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

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

1.1.3.1.10 Provide information on an ongoing basis, as necessary, upon completion of rehabilitation projects to update information contained within the collection system hydraulic model.

1.2 Planning and Design Phases.

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

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

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

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

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

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

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

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

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

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

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

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

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

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

1.4 Resident Project Representation.

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

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains

adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

2. TERMS

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

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Ongoing during current "Tool Box" Contract Period Ending October 31, 2019.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2017-2018"; with a total compensation ceiling of $65,000, as set forth in Work Authorization Number **AMA-OC-18-007** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.3, 1.1.3.1.4 and 1.1.3.1.6)	$24,000
Lift Station and Minor Pressurized system evaluations (Paragraphs 1.1.3.1.2)	$14,000
Future Rehabilitation Project Planning and Development (Paragraphs 1.1.3.1.5)	$12,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraphs 1.1.3.1.7)	$5,000
Maps and Other Data for Regulatory Agency Reporting (Paragraphs 1.1.3.1.8)	$5,000
Resident Project Representation, as requested (Paragraphs 1.1.3.1.9)	$0
Provide Information for Hydraulic Model Upon Rehabilitation Project Completion (Paragraphs 1.1.3.1.10)	$5,000
Total Estimated Maximum Fee – All Standard and Additional Services	$65,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE
2017 - 2018

LABOR RATES

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

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

NON-LABOR RATES

Item	Rate
Travel	$0.54 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

N

W E

S

Legend

- CIPP
- Cleaned and CCTV
- Streets
- Gravity Sewer Lines

ZORA

RANGELINE

7TH

SCHIFFERDECKER

20TH

COUNCIL BILL NO. 2018-146 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier, Martin & Associates Inc., in not to exceed amount of Sixty-Five Thousand and no/100 Dollars ($65,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier, Martin & Associates Inc., in the not to exceed amount of Sixty-Five Thousand and no/100 Dollars ($65,000.00) for professional engineering consulting services for the 2018-2019 sanitary sewer rehabilitation toolbox and miscellaneous rehab assistance project in the City of Joplin, Jasper County, a true and accurate copy of said agreement being incorporated as "Exhibit 1", be the same and is hereby approved.

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

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Sewer Maintenance Fund (415-4542-540-8675) within the FY 2017-2018 budget.

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-146

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

_____

Leslie Haase, Director of Finance

Every contract for capital construction of improvements in excess of $10,000 will contain a provision requiring the contractor to use products manufactured, assembled, or produced in the United States in the performance of the contract, if the quality and price are comparable with other available goods.

Post Consumer Products: Preference will be given to vendors or contractors who offer products which contain post consumer recyclable material if the quality and price are comparable with other available goods.

Federally Provided Funds: All federal requirements will be followed when purchasing goods and/or services with federally provided funds. Before placing an order with a vendor, each department will verify that the vendor is not debarred or suspended by the federal government on the web page. The web page address is **www.sam.gov**. The issuing department will verify that the prevailing wage is paid to all workers on construction contracts.

State of Missouri Vendors: Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the State of Missouri, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal.

Local Vendors:

1. Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

2. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

    (a) Those businesses with only a local post office box; or
    (b) Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
    (c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

3. When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

(a) If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.

(b) The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.

(c) In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be considered under the local vendor preference policy.

E. Commodity Buying

Departments are encouraged to plan ongoing purchases of goods and/or services in a manner to take advantage of price discounts for quantity purchases of items, such as the following:

*Office and Stationary Supplies
*Janitorial and Paper Supplies

F. Encumbrance Accounting and Budgetary Control

Encumbrance accounting is employed as a practical means of controlling spending. Encumbrances are used to indicate that some unspent funds have been committed by means of purchase orders or executory contracts, and so are NOT available for new spending. Encumbrances are used to reflect committed, but unspent resources, thereby indicating the true balance of resources available for new spending.

The first step in the purchasing process is the preparation and approval of a budget. The budget establishes the levels of available funding and how the funds may be spent. Through the automated financial accounting system, all purchase requisitions and orders will be encumbered against available funds in the department's budget. Encumbrance accounting assists the City in maintaining proper budgetary control to assure that actual expenditures do not exceed annual appropriation levels. Monies committed through the issuance of

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018
Council Bill No. 2018-147

Item: Construction Agreement with Guarantee Roofing Inc., for Construction Services Associated with the Repair and Restoration of the Roof at City Hall.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2018-147
2) Construction Agreement
3) Copy of City of Joplin Procurement, Manual Local Bid Preference
4) Bid Tab

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

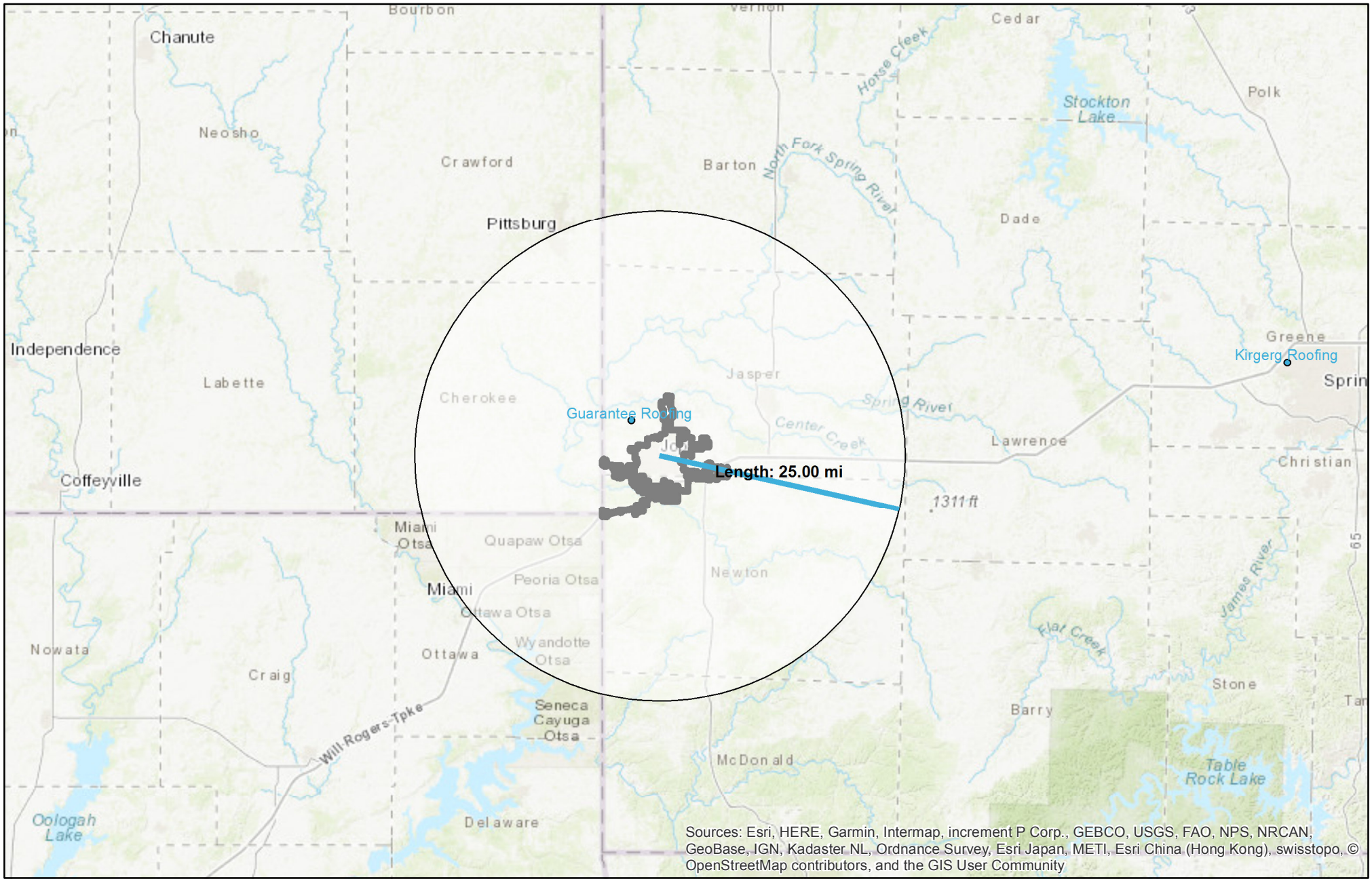
Recommended Action: Approval of a Construction Agreement with Guarantee Roofing Inc., in the not to exceed amount of $171,200.00 for repair and restoration of the roof at City Hall.

Background: The City of Joplin (COJ) purchased the Newman Building in 2003. In 2004, the main part of the roof was torn off to allow for the installation of a cross beam and replaced with a 15-year modified roof during the remodel. No work was done to the rubber membrane on the canopy roofs along Main Street and 6th Street after the COJ purchased the building. This was also the case for the upper 2 penthouse roofs. The canopy and penthouse roofs were originally renovated in 1996 when Hook-up Trucking occupied the building. The Council approved the Fiscal Year (FY) 2017-2018 budget of $125,000 to provide for roof renovations here at city hall.

Discussion: In accordance with the COJ procurement policy, the city advertised for bids to renovate the City Hall Roofs. Prices came in above the Engineer estimate of $125,000.00. Guarantee Roofing Inc., was the not the low bidder. Their Bid was $171,200.00 and Kirberg Roofing bid was 167,040.00. Guarantee Roofing Inc., is being awarded the bid through the local vendor preference, in accordance with the City of Joplin procurement manual based on the business being located within 25 miles of city hall. The wet areas of the roof will be restored and

covered by the 2-part elastomeric coating which will result in a water tight roof membrane. This work will give the COJ a 20-year warranty which can be renewed at the end of the 20 years by applying a second layer of top-coat. This will provide the COJ with an additional 20 years of warranty service. COJ staff is requesting an appropriations adjustment to the FY 2017-2018 budget to fix the entire roof while Guarantee Roofing Inc., is mobilized. The bid selected is within industry standards.

Recommendation: City staff recommends approval of a construction agreement with Guarantee Roofing Inc., for the not to exceed amount of $171,200.00 for construction services associated with Repair and Restoration of the City Hall and be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter and requiring an appropriations adjustment to the FY 2017-2018 budget.



Date: 9/25/2018

1 " = 87,620 '

0 43,500 87,000 174,000 ft

N

Joplin City Limits

Joplin Streets

DISCLAIMER

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

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Guarantee Roofing Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Guarantee Roofing Inc. Address: 4570 N. Blackcat Rd. JOPLIN, MO. 64801	
Attention: Lynden Lawson		Attention: David McLean	
Department: Public Works		Phone: 417-437-7577	Fax:
Phone: 417-624-0820 x560	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:

PROJECT NAME & PLAN NUMBER: City Hall Roof Contract

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 90 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, 2018, 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $171,200.00 full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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. 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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($171,200.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

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

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus

$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney

BID TABULATION

PROJECT: CITY HALL ROOF REHABILITATION PROJECT
DATE OF BID OPENING: 19 SEPTEMBER 2018

CONTRACTOR	TOTAL BASE BID & ALT'S
Joplin Roofing	183,320.00
Kirberg Roofing	167,040.00
Guarantee Roofing Inc.	171,200.00
ENGINEER'S ESTIMATE	125,000.00 (Main Roof)

COUNCIL BILL NO. 2018-147 **ORDINANCE NO.**

AN ORDINANCE authorizing a construction agreement between the City of Joplin and Guarantee Roofing Inc., in the not to exceed amount of One Hundred Seventy One Thousand Two Hundred and No/100 Dollars ($171,200.00) for repair and restoration of the roof at City Hall; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; 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 Guarantee Roofing Inc., in the not to exceed amount of One Hundred Seventy-One Thousand Two Hundred and No/100 Dollars ($171,200.00) for repair and restoration of the roof at City Hall; 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 fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by Forty-Six Thousand Two Hundred and No/100 Dollars ($46,200.00).

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-147

I hereby certify that a sufficient amount is available in the General Fund Account Number 001-4504-540-8010 to pay the amounts called for on the basis of the work authorization received by the City Engineer and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017.

_____

Leslie Haase, Director of Finance

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/17 (BG)
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 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, 2018 and extend to October 31, 2019. 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 $263,678.64 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.

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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 _____

TASK FUNDING SUMMARY

Task	Total CPG Funds	Total 5307 Funds	Local Match	Total
Short Range Transportation Planning	$ 47,200.00	$ -	$ 11,800.00	$ 59,000.00
Program Support and Administration	$ 119,200.00	$ -	$ 29,800.00	$ 149,000.00
Geographic Information Systems	$ 68,720.00	$ -	$ 17,180.00	$ 85,900.00
Transit Planning	$ -	$ 63,200.00	$ 15,800.00	$ 79,000.00
Programs, Software, and Hardware	$ 16,558.64	$ -	$ 4,139.66	$ 20,698.30
Initiate Update of Metropolitan Transportation Plan	$ 12,000.00	$ -	$ 3,000.00	$ 15,000.00
Total	$ 263,678.64	$ 63,200.00	$ 81,719.66	$ 408,598.30

SUMMARY BY FUNDING SOURCE

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 263,678.64
5307 Funds	$ 63,200.00
Local Match	$ 81,719.66
Total Funds Allocated	$ 408,598.30

CPG BALANCE TRACKING

FY 2018	
CPG balance prior to FY 2018	$ 904,580.08
FY 2018 CPG allocation	$ 194,382.00
Total FY 2018 CPG funds expended (8/14/18)	$ (74,683.66)
FY 2019	
Estimated FY 2019 Allocation	$ 194,382.00
Total Estimated CPG Funds Available for FY 2019	$ 1,024,278.42
Total Programmed CPG Funds for FY 2019 UPWP	$ 408,598.30
Remaining Unprogrammed Balance	$ 810,062.10

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 1, 2018

Item: Council Bill 2018-272 - Agreement with Missouri Department of Transportation
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Copy of 2019 CPG Agreement
2) Copy of 2019 UPWP
3) Copy of Council Bill

PD&NS Director: Troy Bolander
Public Works Director: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:
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 $408,598.30. The reimbursement consists of $263,678.64 in Federal Consolidated Planning Grant Funds and $63,200.00 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $81,719.66 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.

Attached is the 2019 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board voted to adopt the UPWP on September 20, 2018. JATSO is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

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

JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION

Fiscal Year 2019

Unified Planning Work Program

November 1, 2018 To October 31, 2019

Joplin Area Transportation Study Organization

602 Main Street • Joplin, Missouri 64804

(417) 624-0820

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LIST OF ACRONYMS

ADA Americans with Disabilities Act

CART Citizens Advisory Recovery Team

CPG Consolidated Planning Grant

ESRI A geographic information system company

FAST Act Fixing America's Surface Transportation Act

FHWA Federal Highway Administration

FTA Federal Transit Administration

FY Fiscal Year

GIS Geographic Information Systems

HSTCC Harry S. Truman Coordinating Council

JATSO Joplin Area Transportation Study Organization MAP-21 Moving Ahead for Progress in the 21st Century

MAPS Metropolitan Area Public Transit System

MoDOT Missouri Department of Transportation

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

MTP Metropolitan Transportation Program

O & D Origin & Destination Study

PIP Public Involvement Plan

SAFETEA-LU Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users

TIP Transportation Improvement Program

UPWP Unified Planning Work Program

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) in order 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 JATSO continues to work on priorities facing our region, including recovery from the May 2011 tornado. Many Disaster Recovery projects are in progress, funded by Community Development Block Grants, and will have significant impacts on the region. The JATSO MPO area continues to attract businesses and focus on economic growth as well. Additionally, JATSO and City of Joplin staff continue to be involved in the 4-States Clean Air Alliance, ensuring air quality standards and compliance in our MPO region.

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: 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, the local regional planning commission, represents the 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: The Federal Highway Administration (FHWA), the Federal Transit Administration (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 contined the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and FAST Act, state Departments of Transportation (DOT's), MPO's 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 ITEMS

There are a number of activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

PUBLIC INVOLVEMENT PLAN

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP 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. An electronic copy of the PIP can be obtained at the JATSO website (https://www.joplinmo.org/947/Public-Participation). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

FY 2019 Program Goals

The annual transportation planning program begins on November 1, 2018 and continues through October 31, 2019. 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 2019, JATSO's goals are:

- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (Short-Range Transportation Planning and Programming; Program Support and Administration; Transit Planning;)
- Increase public and public agency participation in the JATSO transportation planning process. (Short-Range Transportation Planning and Programming; Program Support and Administration; Geographic Information Systems; Transit Planning; Programs, Hardware, and Software; Initiate MTP Update)
- Update the 2018-2021 TIP as needed (Short-Range Transportation Planning and Programming)
- Improve the operational and technical capacity of the JATSO metropolitan transportation planning process. (Short-Range Transportation Planning and Programming; Program Support and Administration; Geographic Information Systems; Transit Planning; Programs, Hardware, and Software; Initiate MTP Update)

FY 2019 WORK TASKS

TASK 1: SHORT RANGE TRANSPORTATION PLANNING AND PROGRAMMING

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.

CURRENT STATUS

The JATSO FY 2018-2021 TIP was developed throughout FY 2017 and approved by the JATSO Policy Board on October 16, 2017. The TIP will be modified throughout FY 2019 as needed by the completion of JATSO TIP amendments and/or administrative actions.

TASKS COMPLETED IN FY 2018

- Staff maintained and monitored the projects in the JATSO FY 2018-2021 TIP
- Staff updated the 2018-2021 TIP as needed
- Executed the JATSO/MoDOT annual self-certification document and facilitated its review and approval by the JATSO Policy Board and the ONE DOT.
- Developed the annual listing of obligated projects for FY 2017.

FY2019 WORK ITEMS

- Administration – 85%
    - Update TIP 2020-2023
    - Complete TIP amendments and modifications as needed to 2018-2021 TIP
    - Prepare the FY 2018 Annual Listing of Obligated Projects
    - Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
    - Performance management regarding MoDOT safety and transit target measures
    - Incorporate performance measures and targets into the TIP and MTP as needed
    - Plan and coordinate projects that support JATSO transportation infrastructure
    - Manage day-to-day operations of JATSO
- Outreach – 15%
    - Conduct Public Meetings

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.

FY2019 END PRODUCTS

- Complete update of JATSO FY 2020-2023 TIP
- Complete JATSO FY 2018-2021 TIP amendments and administrative modifications as needed
- Prepared the FY 2018 Annual Listing of Obligated Projects

- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Performance management regarding MoDOT safety and transit target measures
- Incorporate target measures into the TIP and MTP as needed

Schedule for Completion

Activities will be on-going from November 1, 2018 through October 31, 2019

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$59,000	$47,200	$11,800

Task 2: Program Support and Administration

Objective

JATSO staff will maintain the approved UPWP for the current FY 2019 and develop the FY 2020 UPWP.

Current Status

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

Tasks Completed in FY 2018

- Amended the FY 2018 UPWP
- Developed the FY 2019 UPWP
- Conducted four public meetings
- Created and provided informational handouts at all public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Prepared and transmitted quarterly progress reports to MoDOT
- Developed the transition to performance-based planning and programming
- Updated the City of Joplin's Comprehensive Plan
- Updated Joplin's Bike/Ped Plan
- Conducted a Traffic Corridor Study sponsored by the city of Carl Junction
- Conducted an Aerial Photography Update of JATSO's area
- Participated in the Feb. 2018 Statewide Planning Partner meeting
- Attended annual bi-state MPO meeting in St. Joseph (KAMPO) in Dec. 2017
- Attended State and Metropolitan Transportation Programming, May 1-3, 2018 in St. Louis

FY 2019 Work Items

- Administration – 30%
    - Monitor and maintain the FY 2019 UPWP
    - Prepare and transmit quarterly progress reports to MoDOT
    - Prepare the FY 2020 UPWP
    - Document all MPO activities
    - Identify and evaluate potential projects for the FY 2020 UPWP
    - Program additional tasks in FY 2019 as needed
- General Transportation Planning – 50%
    - Participate in MoDOT district and statewide planning activities
    - Prepare amendments to the Metropolitan Transportation Plan (MTP) as needed
    - Maintain inventory of transportation needs and priorities
    - Conduct JATSO Policy Board meetings
    - Ongoing coordination of JATSO activities with disaster recovery planning efforts
    - Staff professional development
    - Attend training sessions and technical assistance meetings for performance management
    - Develop transition to performance-based planning and programming
    - Attend Clean Air Alliance Meetings as needed
- Outreach – 20%
    - Conduct public meetings
    - Create informational hand-outs for public use
    - Ongoing outreach to JATSO member agencies
    - Ensure agencies receiving federal transportation funds maintain accurate financial records

Public Participation

Prior to adopting a Unified Planning Work Program, a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

FY2019 End Products

- Four (4) FY 2019 quarterly progress reports to MoDOT
- The JATSO FY 2020 UPWP completed in September 2019
- Maintained and update prioritized list of needs in the JATSO area as needed
- Continue update of JATSO's website with new information and amendments
- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT.
- Increase public and public agency participation in the JATSO transportation planning process
- Improve operational and technical capacity of the JATSO metropolitan transportation planning process
- Review finance invoices

Schedule for Completion

Activities will be on-going from November 1, 2018 through October 31, 2019.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$149,000	$119,200	$29,800

TASK 3: GEOGRAPHIC INFORMATION SYSTEMS

OBJECTIVE

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

CURRENT 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 GIS databases as it becomes available. Midland GIS Solutions continues to host the GIS website for the purposes of managing information.

TASKS COMPLETED IN FY 2018

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

FY 2019 WORK ITEMS

- Administration – 55%
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee – 25%
- Maintaining the GIS website – 15%
- Purchase GIS project supplies – 5%

FY 2019 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, 2018 through October 31, 2019.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$85,900	$68,720	$17,180

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.

CURRENT STATUS

The Transit Coordinator continues with program support and administration.

TASKS COMPLETED IN FY 2018

- 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 2019 WORK ITEMS

- Administration – 100%
    - 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.

FY 2019 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, 2018 through October 31, 2019.

BUDGET

Total Cost	Federal 5307 Transit Funds (80%)	Local Funds (20%)
$79,000	$63,200	$15,800

TASK 5: PROGRAMS, HARDWARE, AND SOFTWARE

OBJECTIVE

To maintain and improve an interactive JATSO website for the Joplin metropolitan planning area and maintain and improve JATSO's TransCAD software.

CURRENT STATUS

The MPO's main website is included on the City of Joplin's website, (http://joplinmo.org/index.aspx?nid=738). The site contains information about JATSO, meeting agendas, minutes, and notices, and work products.

TASKS COMPLETED IN FY 2018

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information. News releases and agendas were posted to the City of Joplin's main webpage.
- JATSO updated their TransCAD software

FY 2019 WORK ITEMS

- Maintaining the JATSO website
- Maintaining JATSO's TransCAD model
- Annual maintenance fees for two (2) TransCAD licenses
- Purchase new traffic counters for the City of Joplin ($1500 each)

FY 2019 END PRODUCTS

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.
- Maintain JATSO's website and make regular updates to keep the public informed.
- Update JATSO's two TransCAD licenses
- Maintain JATSO travel demand model in TransCAD.

SCHEDULE FOR COMPLETION

Activities will be on-going from November 1, 2018 through October 31, 2019.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$20,698.30	$16,558.64	$4,139.66

Task 6: Initiate Update of the Metropolitan Transportation Plan (MTP)

Objective

The JATSO 2036 Metropolitan Transportation Plan (MTP) was adopted by the JATSO policy board on March 7, 2016. According to Federal Requirements, there must be an updated Metropolitan Transportation Plan by the end of FY 2020.

Current Status

The existing Metropolitan Transportation Plan needs to be updated every 5 years. This will take approximately one year to complete, beginning FY 2020.

Tasks Completed in FY 2018

- Formation of Policy and Technical Subcommittees for the project

FY 2019 Work Items

- An RFQ will be sent out by the end of the second quarter
- Select a consultant

FY 2019 End Products

- A consultant will be selected that will initiate the MTP update, starting at the beginning of FY 2020

Schedule for Completion

Selection of a consultant will be completed by the end of the fourth quarter of FY 2019.

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$15,000	$12,000	$3,000

TASK FUNDING SUMMARY

Task	Total CPG Funds	Total 5307 Funds	Local Match	Total
Short Range Transportation Planning	$ 47,200.00	$ -	$ 11,800.00	$ 59,000.00
Program Support and Administration	$ 119,200.00	$ -	$ 29,800.00	$ 149,000.00
Geographic Information Systems	$ 68,720.00	$ -	$ 17,180.00	$ 85,900.00
Transit Planning	$ -	$ 63,200.00	$ 15,800.00	$ 79,000.00
Programs, Software, and Hardware	$ 16,558.64	$ -	$ 4,139.66	$ 20,698.30
Initiate Update of Metropolitan Transportation Plan	$ 12,000.00	$ -	$ 3,000.00	$ 15,000.00
Total	$ 263,678.64	$ 63,200.00	$ 81,719.66	$ 408,598.30

SUMMARY BY FUNDING SOURCE

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 263,678.64
5307 Funds	$ 63,200.00
Local Match	$ 81,719.66
Total Funds Allocated	$ 408,598.30

CPG BALANCE TRACKING

FY 2018	
CPG balance prior to FY 2018	$ 904,580.08
FY 2018 CPG allocation	$ 194,382.00
Total FY 2018 CPG funds expended (8/14/18)	$ (74,683.66)
FY 2019	
Estimated FY 2019 Allocation	$ 194,382.00
Total Estimated CPG Funds Available for FY 2019	$ 1,024,278.42
Total Programmed CPG Funds for FY 2019 UPWP	$ 408,598.30
Remaining Unprogrammed Balance	$ 810,062.10

The total amount of the Consolidated Planning Grant (CPG) and FTA Section 5307 budgeted for FY 2018 is estimated at $743,678.64 and $63,200.00. JATSO is budgeting $201,719.00 in local match for planning tasks in FY 2019, resulting in an overall program budget of $1,008,597.64 (includes FTA Sec. 5307). JATSO has approximately $474,981.78 of un-programmed CPG funds. JATSO has been working to identify program areas that could benefit from the utilization of CPG funding in order to spend down the current balance, including utilizing CPG funds for the salaries of those who do transportation planning work but had not been previously billing to the MPO. All current needs related to CPG funding have been identified and implemented in the FY 2019 UPWP. Projects will continue to be identified in the future. The available local match funds from jurisdictions within the MPO have been programmed into the UPWP.

JATSO Organizational Chart

Staff is located at the City of Joplin offices and are dedicated to JATSO activities.

Full-time Staff

Robert Lolley, Transit Coordinator (1.0 FTE)

Part-time Staff

Troy Bolander, MPO Staff Director (0.5 FTE)

David Hertzberg, JATSO Board Chairman (0.5 FTE)

Patricia Heagel, Planning and Development Assistant Director (0.25 FTE)

Dan Johnson, Public Works Assistant Director (0.25 FTE)

Lyndon Lawson, Public Works Director of Operations (0.25 FTE)

Edward Whitmore, City of Joplin/JATSO Planner (0.8 FTE)

Paul Zerkel, Transportation Engineer (0.25 FTE)

Mallory Detherage, Finance Budgeting (0.25 FTE)

Lindsay Dunn, Clerk (0.25 FTE)

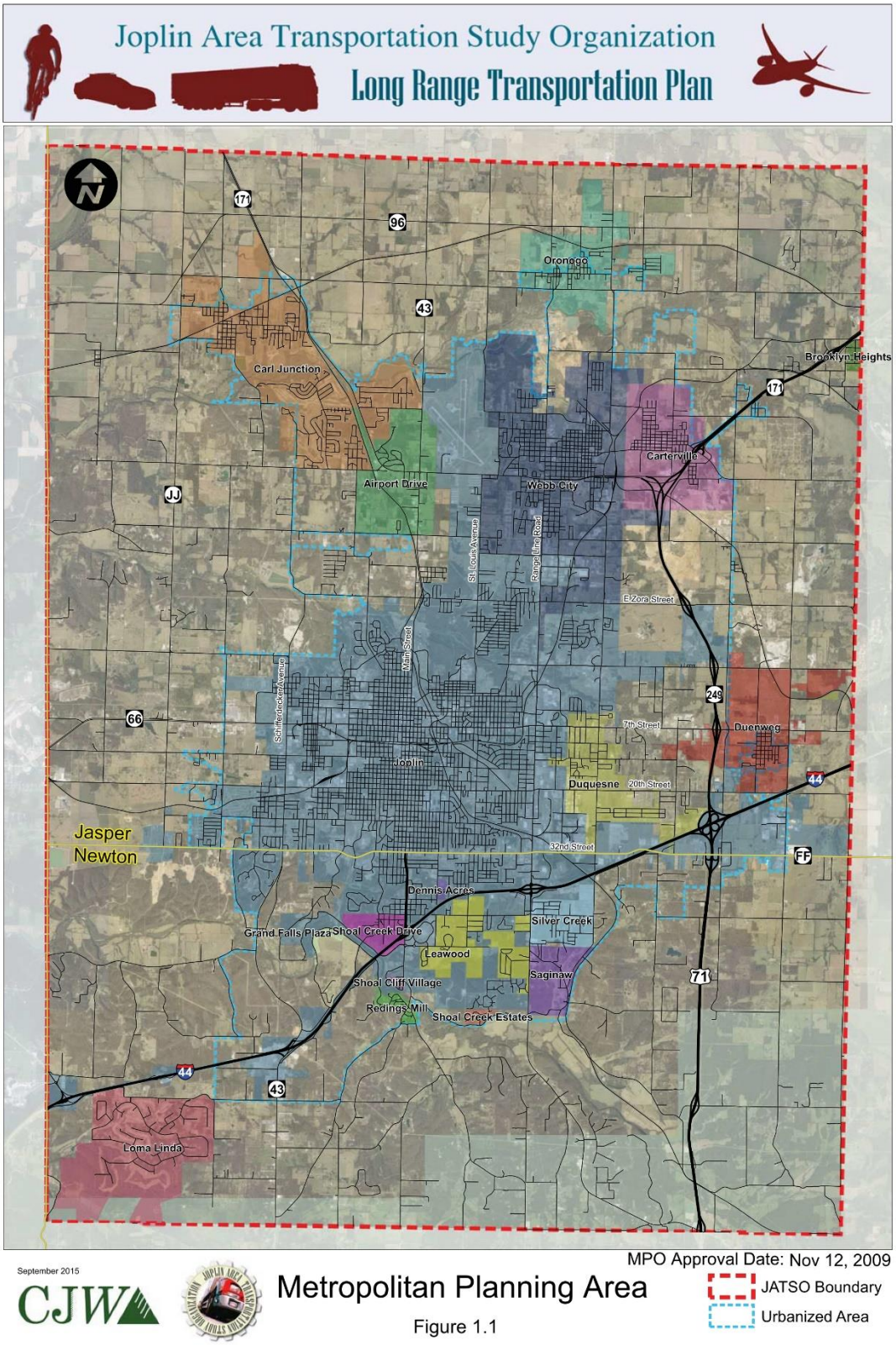
John Gilligan, GIS Coordinator (0.8 FTE)

Brandon Louderback, GIS Technician (0.5 FTE)

JATSO Policy Board Voting Members

Chairman David Hertzberg	Director of Public Works	City of Joplin
Vice Chairman Troy Bolander	Director of Planning, Development, and Neighborhood Services	City of Joplin
Dan Johnson	Assistant Director of Public Works	City of Joplin
Lynden Lawson	Assistant Director of Public Works, Operations	City of Joplin
Robert Lolley	MAPS Transit Coordinator	City of Joplin
Steve Stockham	Airport Manager	City of Joplin
Carl Francis	City Administrator	City of Webb City
Steve Lawver	City Administrator	City of Carl Junction
Jill Cornett	Executive Director	Truman Council
Darieus Adams	County Commissioner	Jasper County
Marilyn Ruestman	County Commissioner	Newton County
Darin Hamelink	Southwest District Engineer	Missouri Dept. of Transportation
Alternate Frank Miller	SW District Planning Manager	Missouri Dept. of Transportation
Alternate Nikki Hill	Transportation Planner	Truman Council

JATSO Planning Area Boundary Map



COUNCIL BILL NO. 2018-272 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, 2018, through October 31, 2019, 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, the Director of Planning, Development, and Neighborhood Services, to execute said Agreement for the City, and containing an emergency clause.

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 two hundred sixty-three thousand six hundred seventy-eight dollars and sixty-four cents ($263,678.64) 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 or his designee, the Director of Planning, Development, and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2018, by a vote of_____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 1, 2018

ITEM: COUNCIL BILL NO. 2018-452

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: WIC LOCAL AGENCY NUTRITION SERVICES, PROGRAM SERVICES CONTRACT; COUNCIL BILL

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

INTRODUCTION:
This Council Bill approves a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2018-2019.

DISCUSSION:
This contract is the annual renewal of the agreement between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

This contract is for the period of October 1, 2018 through September 30, 2019. The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The contract calls for the city to provide services for up to 36,305 clients and for a total cost reimbursement of up to $570,983.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2018-2019 city budget.

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

COUNCIL BILL NO. 2018-452 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2018 and running through September 30, 2019, for the amount of up to Five Hundred Seventy Thousand, Nine Hundred Eighty-Three Dollars and no Cents ($570,983.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance 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 the health enhancement activities for residents of the city and has a time limitation for approval and return for the beginning of the federal fiscal year, October 1, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 1st day of October, 2018, by a vote of

_____
Gary L. Shaw, 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:**	
46264	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2018	9/30/2019	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

WIC: Local Agency Nutrition Services

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, of 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.

1.2 The Contractor shall comply with the following:

1.2.1 Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and

1.2.2 Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the contractor and subcontractors receive Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

1.2.3 The Contractor shall include these requirements in any agreement made with a subcontractor or subgrantee.

1.3 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.

1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2018 through September 30, 2019.

1.5 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:

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

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

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

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

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

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

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

Program Name: Bureau of WIC and Nutrition Services
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6204
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program / Department) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.

2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

2.4 The terms of this contract are derived from the language set forth in 7 CFR Part 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=56e1c660a5b205a18c990bde03c35f61&pitd=20180701&node=pt7.4.246&rgn=div5 The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

WIC: Local Agency Nutrition Services

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 2.02700;

3.4.2 Requiring the applicant's proof of identification, residency and income;

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using the current risk factor definition table and the USDA definitions and justifications;

3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency or categorical requirements, following the policy and procedures outlined in WOM Policy 3.03300;

3.4.6 Providing the applicant an explanation of the WIC Program of the following as described in WOM Policy 2.03200 and 2.06000:

a. The collaborative aspect of the WIC program created through referrals to other health/social services;

b. The nutrient value of the food package the applicant will receive;

c. Nutrition and breastfeeding education contact requirements;

d. Applicant's rights and responsibilities as a participant in the WIC Program; and

e. Purposes and procedures of the WIC Program.

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall complete a nutrition assessment to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) Nutrition Services Standards located at https://wicworks.fns.usda.gov/ as described in WOM Policy 2.02800.

3.6 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the certification process in order to maintain program integrity as described in WOM Policy 1.07000.

3.6.1 The Contractor shall ensure that the staff person who determines income eligibility and medical/nutritional risk determination are not the same person.

3.6.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.

3.6.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC office:

a. conflict of interest; and

b. separation of duties

4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.01450, and 3.04000 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policies 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participant WIC checks for the food package on the same day the applicant is determined eligible.

4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.

4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.

4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula and WIC Eligible Nutritionals.

5. WIC CHECK AND eWIC ISSUANCE, ACCOUNTABILITY, AND SECURITY DELIVERABLES

5.1 The eWIC pilot and statewide rollout will begin during this contract period. When the eWIC pilot and statewide rollout schedule is determined, it will be shared with the Contractor as early as possible. The Department will determine when the Contractor will implement the eWIC pilot and statewide rollout, and will work with the Contractor to ensure there is minimal disruption to the services provided.

5.2 The Contractor shall ensure that appropriate staffing will be available during the time of the pilot or statewide rollout.

5.2.1 The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.

5.3 The Contractor shall provide participant WIC checks or eWIC cards in compliance with the WOM as outlined in the Food Instrument Accountability Section which includes the following, but is not limited to:

5.3.1 Ensuring proper participant WIC check or eWIC card issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.3.2 Ensuring participant WIC checks or eWIC cards are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.3.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the participant WIC checks or eWIC cards.

5.4 The Contractor shall be accountable and liable for all participant WIC checks or eWIC cards in the Contractor's and subcontractor's possession from the time participant WIC checks or eWIC cards are created through the data system to issuance to the participant or other final non-issued disposition.

5.4.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.

5.4.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant WIC checks or eWIC cards.

6. NUTRITION EDUCATION AND BREASTFEEDING EDUCATION AND PROMOTION, AND SUPPORT SERVICES DELIVERABLES

6.1 The Contractor shall provide to participants nutrition education and breastfeeding education, promotion, and support services. These services include but are not limited to:

6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent or guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400;

6.1.2 Developing and documenting, in MOWINS, participant-centered nutrition and health goals and ensuring appropriate documented follow-up occurs within the required timeframes with every participant;

6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.4 Conducting and documenting in MOWINS all Nutrition Education follow-up for approved nutrition education methods that include but are not limited to: individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail) and Tele-Nutritionist.

6.1.5 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;

6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.7 Providing substance abuse information at each certification and referrals as appropriate to participants;

6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from the program to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 2.06500;

6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health and nutrition goals; and

6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, AND CUSTOMER SERVICE DELIVERABLES

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native Americans; and homeless individuals.

7.4 The Contractor shall ensure WIC services are available in their service area by:

7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template - (WIC-34) located at http://health.mo.gov/living/families/wic/wiclwp/forms.php (Administrative Forms) and sending it to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found at http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf; and

7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 3.00500.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 3.02700.

7.6 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.

7.7 The Contractor shall promote and enforce a drug free work environment.

7.8 The Contractor shall identify, in a highly visible manner, where WIC Program Services are located at each Contractor's site through the use of fixed or portable signage to direct WIC participants to the clinic.

7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the approved discrimination complaint procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that WIC staff does not share individual user identification or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 if it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet, and substance abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.5(d). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at both the Department and the respective contractor.

8.3.2 WIC Program funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

WIC: Local Agency Nutrition Services

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s), the Clinic Assessment Tool and other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.

9.2.1 The Contractor shall submit the LAP to the Department by the 1st of September of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract; and

b. The Contractor shall identify their goals, objectives, and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population. The plan shall include, but not be limited to:

a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and

b. Activities targeting potentially high-risk individuals, and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall publicly announce the availability of WIC Program benefits in the first quarter of each contract period, and when significant WIC Program changes have occurred which affect the local population and local participants.

10. STAFFING DELIVERABLES

WIC: Local Agency Nutrition Services

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC Program is managed in the most effective and efficient manner possible. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 1.01250; 2008 7 CFR 246.3(f), and 246.6(b);

10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.01450 and 7 CFR 246.11(d);

10.2.3 A Breastfeeding Coordinator;

a. The Contractor is required to employ or contract with a qualified person who has knowledge and experience to support, develop and implement all breastfeeding services.

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d), and 246.4(a);

a. The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

10.2.7 A National Voter Registration Act (NVRA) Liaison; and

10.2.8 An Anthropometric Skills Validator who shall be a CPA.

10.3 The Contractor may employ the following staff to assist with the WIC certification process:

10.3.1 WIC Certifiers;

10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative/Clerical staff.

WIC: Local Agency Nutrition Services

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed and documented all training required by the Department, according to Missouri WOM Policy 1.01550.

11.1.1 The Contractor shall ensure that any staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

11.1.2 The Contractor shall ensure all WIC staff have internet services to access e-Learning courses found at http://health.mo.gov/living/families/wic/wictraining/programmanagement.php#gov.

11.1.3 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.4 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.

11.1.5 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location. WOM Policy 1.03700 Conference and Training describes allowable training and costs.

11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC Program policies and procedures as the Department determines necessary.

11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.

11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC Program operations.

11.4 The Contractor shall require WIC volunteers to complete required training as described in WOM Policy 1.01550.

11.4.1 A list of required annual training can be found at http://health.mo.gov/living/families/wic/wictraining/lwpannualtraining.php.

11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.

11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.

11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at http://health.mo.gov/living/families/wic/wictraining/lwpnewemployeetraining.php.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, 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.

12.2 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 MOWINS. The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Division of Community and Public Health, Bureau of WIC and Nutrition Services.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what are considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

WIC: Local Agency Nutrition Services

13.1.3 The Contractor shall designate staff time by cost category in the LAP budget. These categories include program management, client services, nutrition education, and breastfeeding support and promotion.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 Caseload:

13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.

13.3.1 The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six (6) month review of the contract. An increase in the contract amount will only be considered if:

a. Additional funds are available;

b. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount; and

c. If eligible for an increase, the Contractor shall respond in writing through its assigned technical assistance team by close of business May 3rd of the current contract period.

13.3.2 In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.

13.3.3 The Department will notify the Contractor of any increase in the caseload participation.

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13.3.4 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software, nutrition education materials, and indirect costs.

13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.6 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. Any non-WIC Program funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-Kind.

13.7 Indirect costs

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

13.7.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

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

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

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

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

13.10 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 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.

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

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

14.2 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.

14.3 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10th) 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.

14.3.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the

end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

14.3.2 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.3.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

14.3.4 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.3.5 The Contractor shall designate staff time by category on the reimbursement request.

14.4 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.

14.5 The Contractor shall submit the final invoice by no later than December 10, 2019. The Department shall have no obligation to pay any invoice submitted after the due date.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.9.1 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

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

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

15. AMENDMENTS

15.1 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.

16. MONITORING

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

16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 The Contractor shall comply with any written request for a completed Clinic Assessment Tool within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the

contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 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 any time during the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars ($25,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 CFR 246.23(d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

17.1 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.

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

17.3 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.

17.4 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.

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

17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 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.

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

19. LIABILITY

19.1 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.

19.2 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.

19.3 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.

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

20.1 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.

20.2 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:

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

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

20.3 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.

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

21.1.1 Multi-user hospital grade electric breast pumps;

21.1.2 Items having a value of $500.00 or higher and sensitive items; and

21.1.3 Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

21.2.1 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.

21.2.2 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.2.3 The Contractor shall notify the Department if they have any faulty or damaged equipment.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for State Information Technology Services Division (ITSD) staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

21.3.1 Computers purchased through other funding sources for WIC operations will need to be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers.

a. The Contractor can install MOWINS on their non-state WIC machines as long as they understand that the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.

21.3.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fifteen (15) calendar days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes.

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may obtain such information electronically via email or online, available on the Department web site at http://health.mo.gov/living/families/wic/wicupdates/index.php or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The

Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.

22.4 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

23. AUTHORIZED PERSONNEL

23.1 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.

23.2 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.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1,

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 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:

23.4.1 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

23.4.2 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

23.4.3 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.

23.5 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.

24. TERMINATION

24.1 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:

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

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

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

24.1.4 By request of the Contractor.

24.2 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.

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

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

24.3 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.

25. SUBCONTRACTING

25.1 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.

WIC: Local Agency Nutrition Services

25.2 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:

25.2.1 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.

25.2.2 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.

25.3 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.

25.4 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.

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.

SUBRECIPIENT SPECIAL CONDITIONS

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 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.

SUBRECIPIENT SPECIAL CONDITIONS

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.

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $14.00 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 8,000.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$26,899.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. WIC Conference (Special Funding 5)*	$ 2,814.00
5. Administrative Services (Special Funding 6)*	$ .00
6. User Acceptance Testing (UAT) Training (Special Funding 9, Attachment F)*	$ 2,000.00

*only for approved LAs

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (07-17)

WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor(s) and submits required reports as defined in the Missouri WOM Policy 6.00100.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period.

1.3 The Contractor shall schedule the peer counselor(s) so that at a minimum fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit, or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and regional quarterly meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM Policies 6.00050 through 6.01700.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM Policy 6.05100.

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM Policy 6.00300.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM Policy 6.01000.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the Online WIC Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Funding 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Monthly Activity Report as defined in the Missouri WOM Policy 6.01000, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

WIC: Local Agency User Acceptance Testing

1. User Acceptance Testing (UAT) Deliverables:

1.1. The Contractor shall ensure staff members, designated by state staff, attend the Missouri WIC Information Network System (MOWINS) UAT trainings and are afforded time to complete assigned tasks for UAT. Each designated staff member has access to the UAT Sharepoint site, JIRA, and WIC Direct.

1.2. The Contractor shall ensure staff members, designated by state staff, complete the assigned tasks to test specific features or effects of MOWINS releases and how EBT offline will need to work for Missouri. Each designated staff member shall complete assigned tasks and document the steps and outcomes as specified in the training and in accordance with the sample documentation file on the UAT Sharepoint site. All testing will be completed in the MOWINS UAT environment. All tasks will have a due date for completion when assigned.

1.3. The Contractor shall ensure staff members, designated by state staff, participate in as many monthly conference calls as clinic schedule allows, but must attend at least one (1) per quarter.

1.4. Designated staff may be required to attend future UAT trainings at the State Office or by webinar. All required trainings will be scheduled at least 60 days in advance to allow for clinic scheduling.

2. Budget/Allowable Costs:

2.1. The Contractor shall use the allocated funds for designated staff's travel expenses to attend trainings either in person or by Webinar and for the designated staff's time for attending training and conducting assigned UAT tasks.

3. Reports/Invoicing:

3.1. The Contractor shall enter expenditures on the UAT Training Special Funding-9 tab in the Online WIC Invoicing Application according to funding allocated in the contract.

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

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

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
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.

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 WIC Local Agency Nutrition Services (Contract Name) 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 Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

_____ _____
Company Name (if applicable) Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; 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.

EXHIBIT 1, continued

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

Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary, and Benefits	▪ A minimum rate at or above minimum wage. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ Hours for providing peer counseling services, attending meetings, and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of Special BFPC Funding 1 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective Breastfeeding Peer Counselor Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary, and Benefits	▪ A minimum rate at or above minimum wage. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ Hours for providing peer counseling services, attending meetings, and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of Special BFPC Funding 2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books, and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences, and other approved training, including meals, lodging, mileage, and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	46264	**State:** 0%	$0.00	**Federal:** 100%	$570,983.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2018	**Contract End:** 9/30/2019	**Amend#:** 00	**Contract #:**	
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-2018				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2018	**DHSS #:**	19BRSTFEDWIC	**Federal Obligation:**	$26,899.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2019	**DHSS #:**	19WIC-FOA	**Federal Obligation:**	$544,084.00

*** The Department will provide this information when it becomes available.**

Project Description:

Contract agreements with Local Women Infant Children Providers in Missouri to provide Women Infant Children and Nutrition Services to participants.

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Bakers Rack	Bakers Rack Pine with Green metal ivy	1	airport	na	na	na
Guest Chairs	Grey fabric with arms	20	airport	na	na	na
Paint Sprayer	Linelazer paint sprayer 1998	1	airport	1498	na	0034-0000140
Printer (Firebarn)	HP Officejet Pro 17780 All in One	1	airport	na	na	na
Guest Chairs	Black fabric with arms	1	airport	na	na	na
printer (OPS)	HP Business Inkjet 2800 with new ink	1	airport	na	na	na

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Books	Misc. business books	3	CC			
Framed Corkboard	48" w x 5# h	1	CC			
Cassette Recorders	Radio Shack - Handheld	2	CC			
Heavy Duty Timer	Electric	1	CC			
Office Chair	padded, swivel, rollers	1	CC			
Picture Frame	8x10 - wood	1	CC			
Office Desk	/2 drawers on right/ 1 in the top (	1	CC			
Desk Lamp	Gooseneck, metal	1	CC			
Other Misc Office Supplies						
Stained Glass Hanging Dec.	Iris Design	1	CC			
Office Chairs	lue padded-metal frame-stationar	2	CC			
Other Misc Office Supplies						

Equipment Typ	Make	Model	Serial	City #	Value	From Departmen	Date Out O	Location	Notes
#NAME?	Dell	Latitude E5	2K9CLQ1	9033-0000699		Health	43031	Workroom	No Hard Drive
Laptop	Dell	titude E54	8B1BPX1	9033-0000751		Health	43038	Workroom	
Laptop	Dell	Latitude E5	3W2BPX1	9033-0000750		Health	43038	Workroom	
Laptop	Dell	titude E54	2KF8LQ1	9033-0000697		Health	43038	Workroom	
Laptop	Dell	Latitude E5	2K9KLQ1	9033-0000698		Health	43038	Workroom	
Laptop	Dell	titude E54	BXQMKQ1	9033-0000696		Health	43042	Workroom	
Tablet	Lenovo	Ultrabook	ThinkPad	None		Health	43076	Workroom	
Tablet	Lenovo	Ultrabook	ThinkPad	0033-0000894		Health	43076	Workroom	
Tablet	Lenovo	Ultrabook	ThinkPad	0033-0000895		Health	43076	Workroom	
Tablet	Lenovo	Ultrabook	ThinkPad	0033-0000893		Health	43076	Workroom	
Netbook	Dell	Inspiron Mir	67NWZN1	None		IT	43112	Workroom	
Netbook	Dell	Inspiron Mir	HYSNW1	None		IT	43116	Workroom	
Laptop	Dell	Latitude E54	9BP0TH1	9033-0000551		PW	43137	Workroom	
Printer	HP	Lasetjet P40	CNDX110864	None		CVB	43151	Workroom	
Fax/Printer	Brother	Fax 4750 e	U60283M7J745968	None		CVB	43151	Workroom	
Switch	Dell	Power Conn	4RJ5631	9033-0000343		IT	43206	Workroom	Not Operati
Router	Cisco	1841	ftx1107w05g	None		IT	43252	Workroom	
Desktop	Dell	Optiplex 301	9W18DZ1	9033-0000812		PW	43272	Workroom	Schamplin-\
Desktop	Dell	Optiplex 301	9WD8DZ1	9033-0000835		Health	43277	Workroom	Talken
Desktop	Dell	Optiplex 33(	BF38TH1	9033-0000539		Public Works	43279	Workroom	Garage
Desktop	Dell	Optiplex 33(	4F38TH1	9033-0000527		Parks	43279	Workroom	Ewert Coun
Server	IBM	X Series 345	MT8670-L1X	0033-0000542		IT	43292	WorkRoom	Svr-Navps
Laptop	Dell	Latitude E54	H9339W1	9033-0000722		Public Works	43314	Workroom	Jeff Tennis
Desktop	Dell	optiplex 301	19ZWPW1	9033-0000724		Public Works	43294	Wrkroom	Peter Kaufm
Desktop	Dell	optiplex 301	9JQGH02	9033-0000848		Public Works	43294	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	9JNLH02	9033-0000847		Public Works	43294	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	9JPMH02	9033-0000846		Public Works	43294	Workroom	Peter Kaufm
Desktop	Dell	optiplex 36(	B4RHCK1	9033-0000691		Public Works	43294	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	4XKTDZ1	9033-0000806		Legal	43297	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	19WVPW1	9033-0000725		P&Z	43298	Workroom	Peter Kaufm
Desktop	Dell	optiplex 33(	GJ38TH1	9033-0000528		Parks	43301	Workroom	Peter Kaufm
Desktop	Dell	optiplex 33(	GK38TH1	9033-0000536		Parks	43301	Workroom	Peter Kaufm
Desktop	Dell	optiplex 33(	3H38TH1	9033-0000529		Parks	43301	Workroom	Peter Kaufm
Desktop	Dell	optiplex 38(	GWXGML1	9033-0000675		Parks	43301	Workroom	Peter Kaufm
Desktop	Dell	optiplex 38(	GWXGML1	9033-0000676		Parks	43301	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	3H7VNW1	9033-0000712		Public Works	43305	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	3H7TNW1	9033-0000711		Public Works	43305	Workroom	Peter Kaufm
Desktop	Dell	optiplex 301	19WWPW1	9033-0000729		Legal	43314	Workroom	Peter Kaufm
Server	IBM	MT 8670	KP-ARHBR	0033-0000541		IT / SVR-PWMNT	43348	Workroom	
Desktop	Dell	optiplex 33(	HM9LCG1	0033-0000692		IT		PS Vault	Bad MB

Desktop	Dell	optiplex 330	5NZ7TH1	9033-0000514	IT	PS Vault
Desktop	Dell	optiplex 330	HPZ7TH1	9033-0000516	IT	PS Vault
Desktop	Dell	optiplex 330	1NZ7TH1	9033-0000512	IT	PS Vault
Desktop	Dell	optiplex 330	JPZ7TH1	9033-0000489	IT	PS Vault
Desktop	Dell	optiplex 330	NA	9033-0000505	IT	PS Vault
Desktop	Dell	optiplex 330	6MZ7TH1	9033-0000515	IT	PS Vault
Laptop	Panasonic	CF-C1	2CKYA67383	0033-0000780	IT	PS Vault
Laptop	Dell	Latitude 543	6P239W1	9033-0000721	IT	PS Vault
Server	IBM	x3650	KQFRBFZ	0033-0000740	IT	PS Vault
Laptop	Panasonic	CF-52	9DTYA56505	0033-0000758	IT	PS Vault
Laptop	Panasonic	CF-52	9DTYA56587	0033-0000757	IT	PS Vault
Laptop	Panasonic	CF-52	9DTYA56710	0033-0000756	IT	PS Vault
Desktop	Dell	Optiplex 330	2VZ7TH1	9033-0000460	IT	PS Vault
Desktop	Dell	Optiplex 330	CQZTH1	9033-0000504	IT	PS Vault
Desktop	Dell	Optiplex 330	DL38TH1	9033-0000488	IT	PS Vault
Desktop	Dell	Optiplex 330	DVZ7TH1	9033-0000562	IT	PS Vault
Server	IBM	x3650	KQFRBFX	0033-0000739	IT	PS Vault
Server	IBM	x3550 m3	KQ40AW9	0033-0000771	IT	PS Vault
Desktop	Dell	Optiplex 301	9VW9DZ1	9033-0000797	IT	PS Vault
Server	IBM	x3200	99A7536	None	IT	PS Vault
UPS	Triplite		9644ALCPS548900153	None	IT	PS Vault
Laptop	Panasonic	CF-C1	2CKYA66125	0033-0000779	IT	PS Vault
Laptop	Panasonic	CF-C1	2CKYA67438	0033-0000777	IT	PS Vault
Laptop	Panasonic	CF-C1	2CKYA67427	0033-0000778	IT	PS Vault

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Chair		1	Finance			
Printer	IBM 6400 Printer Green Bar	1	Finance	na	na	0033-0000219

ITEM	Description	Quantity	DEPARTMENT	Equipment #	VIN # if Applicable/Serial	ASSET TAG #
	whelen mini light bars (Strobe)		4			
	Pierce bumper insert		1			
	aluminum compartment shelves	lot				
	yazoo push mower		1			
	drill press ridged		1			
	6''x10' hard suction hose		1			
	matress's	lot				
	kitchen table		1			
	SCBA packs and Masks and misc. AS IS	lot				
	Misc. Box of stuff		1			

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
10' PLOW	HENKA	1	STS	1888	7507	
10' PLOW	HENKA	1	STS	1741	5384	
SULAIRE AIR COMPRESSOR	SULAIRE	1	STS	2225	20101217002	
HENDERSON SPREADER BOX	HENDERSON	1	STS	1740	FSH21826	
1993 DODGE 1 TON DUMP	DODGE	1	STS	2259	186EWE3655PS277212	
CEMENT MIXER		1	STS	1231	N/A	
2 BLADE MOUNT FOR GRINDER			STS			
WEEDEATERS		10	STS			
MESSAGE BOARDS		2	STS			
GREEN ELECTRIC JACK HAMMER	BOTH WORK	2	STS			
ORANGE AIR HAMMER		1	STS			
ARIES CAMERA CABLE, HALF SPOOL		1	STS			
20" PORCUPINE		1	STS			
SOFTWARE EQUIPMENT FOR CAMERA VAN		1	STS			
PALLET OF CAMERA EQUI FOR ARIES CAMERA						
WOOD CRATE OF ARIES CAMERS & PARTS						
HYDRAULIC CORE DRILL, WORKS						
TV VAN		2		1621		
ARIES LOCATOR, WORKS	MODEL 9512PXT - 2	1				
RADIO DETECTION RD4000,WORKS		1				
ARIES CRAWLER, WHEELED		1				
ARIES CRAWLER, TRACKS		1				
ARIES, CAMERA HEAD PAN & TILT		1				
COBRA CRAWLER, WHEELED		1				
COBRA CAMERA PAN 7 TILT		1				

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Centrifuge	Mobilespin	1	Health			9037-0000107
Desk Chair	Red Cloth	1	Health			NA
HON Office Desk	Tan 2 pedestal	1	Health			NA
Mini Frig	White Summit	1	Health			NA
Mini Frig	Black Frigidaire	1	Health			NA
2 Drawer File Cabinet	HON Brown	1	Health			NA
Garage Lights	Hubbel 400W	4	Health			NA
Fuse Box	ITE JN-421	1	Health			NA
Fuse Box	Zinsco	2	Health			NA
Misc Wire and Conduit			Health			NA
4" X 20" PVC Pipe		3	Health			NA
Animal Live Trap	Wire 36" X 12" X 9"	2	Health			NA
Misc Scrap Metal			Health			NA
DVD Player	Trutech	4	Health			NA

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Pick up Truck	Dodge Dakota Compact 1998	1	Golf Course	1497	1B7FL26X4Ws681603	
Utility Cart	Yamaha Utility Cart 2010	1	Golf Course	2216	JW6-000428	

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG#
Miselananeous Items	Crown Vic Parts starters ect	2 palets	garage	na	na	na
John Deer parts	older tractor steps draw bar	2 palets	garage	na	na	na
Elgin Sweeper parts	housings and related sweep	2 palets	garage	na	na	na
Air Compressor	Ingersoll Rand Gas Power	1	garage	na	2475f11gk	na
Welder Generator	Hobart Welder Generator	1	garage	na	497wr05983	na

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
PICKUP TRUCK	1/2 TON GMC	1	sport complex	1470	1GTEC14MXVZ537073	0039-0000598
INFIELD TARP (BASEBALL)	175 X 175 TARPS (used)	2	sport complex	N/A	N/A	N/A
ROLLERS (FOR TARP)	USED TO ROLL TARPS ON	2	sport complex	N/A	N/A	N/A
used lockers	school lockers	6 sets of 4	sport complex	N/A	N/A	N/A
softball tarps	used 125 x 125 field tarp	2	sport complex	N/A	N/A	N/A
used for scorboard	solar panel	1	sport complex	N/A	N/A	N/A
PICKUP TRUCK	Chev 1 Ton Heil 1995	1	parks	1358	1GBJC34K7Se165627	
Golf Cart	EZ Go Golf Cart 2003	1	Parks	1824	2012103	

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Sax instrument	Used	1	Police	150158		
Pioneer car stereo	New	1	Police	N/A		
Rawlings Catchers Mit	New	1	Police	N/A		
Smiths electric knife sha	New	1	Police	N/A		
Norelco electic razor	New	1	Police	N/A		
Flueger fishing reel	New	1	Police	N/A		
Acer computer tower w	New	2	Police	120617/120618		
Baby stroller	New	1	Police	118233		
Rings	Used	5	Police	114348/114123		
Hunter safety tree stanc	New	1	Police	N/A		
Small BBQ grill	New	1	Police	N/A		
Misc clothing items	New	20	Police	N/A		
Contruction drilling bits	Used	2	Police	N/A		
Silver tea set (3piece)	Used	1	Police	122206		
Purse	New	1	Police	N/A		
Large box of coil roofing	New	1	Police	N/A		
Decorating Kits	New	12	Police	148956		
Stuff toy tiger	New	1	Police	"		
Slime kit toy	New	1	Police	"		
Container of plastic jem	New	1	Police	"		
Kid T-Shirts	New	2	Police	"		
Sewing material	New	1	Police	"		
Blue back pack	New	1	Police	148955		
Ladies shirts and jeans	New	5	Police	"		
Red and White T-shirst	New	23	Police	"		
Mens underwear	New	2	Police	148953		
Bible	New	1	Police	"		
Optoma projection mac	New	1	Police	"		
Size 8 and 12 blue jeans	New	2	Police	"		
Mens jeans	New	2	Police	"		
Mens black T-shirt	New	1	Police	"		
Womens size med T-shi	New	2	Police	"		
Womens size large T-sh	New	4	Police	"		
Luminous Pro LED ring l	New	1	Police	148949		
Finger nail studio toy se	New	1	Police	148948		

Gas value auto part	New	3	Police	"	
ATI Super Damper auto	New	1	Police	"	
Sunbeam heat neck and	New	1	Police	"	
Set of 8 wine glasses	New	1	Police	148957	
Red and green pajamas	New	8	Police	148957	
Pokeman game	New	1	Police	"	
Soclean CPAP mask clea	New	1	Police	148958	
Diamond ring 10K	New	1	Police	N/A	
Power Pro lawn mower	Used	1	Police	N/A	
Bicycles	Used	70	Police	N/A	
1998 Ford Crown Vic	Police Car	1	Police Department	1524	2FAFP71W8WX15751
1996 Dodge Cargo	White Van	1	Police Department	1489	2B7KB31Z3TK185083
2009 Kubota	Utility Vehicle	1	Police Department	2073	**KRTV900Z71088269**

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Dump Truck	1 Ton Dodge 1993	1	Streets	2259	1B6EWE3655PS247212	
Incandescent Traffic Signal Lamps	134W	boxes?	Streets	na	na	na
Incandescent Traffic Signal Lamps	116W	boxes?	Streets	na	na	na
Incandescent Traffic Signal Lamps	69W	boxes?	Streets	na	na	na