COUNCIL AGENDA
Monday, October 15, 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. Proclamation Proclaiming October As Energy Awareness Month And October 30, 2018 As

      Documents:

      ECONOMIC SECURITY-WEATHERIZATION 2018.PDF

   2. Taylor Cunningham To Give An Update On The Formation Of The Joplin Youth Council

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Planning And Community Development Director Troy Bolander To Give An Update On The Joplin Bungalows

   2. Discussion Of The Public Safety Sales Tax Projections – Finance Director Leslie Haase

6. **Citizen Requests And Petitions**

   1. Margey Upson Requested To Speak On Anything On The Agenda

7. **Public Hearings**

8. **Consent Agenda**

   1. October 1, 2018 Informal Meeting Notes

      Documents:

      INFORMAL NOTES-OCTOBER 1, 2018.PDF

   2. Minutes Of The October 1, 2018 City Council Meeting

      Documents:

      OCTOBER 1, 2018.PDF

   3. 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:

CB2018-271.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-149
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D & E Plumbing and Heating Inc. for the construction of Storm Project #12, in the amount of One Million Six Hundred Eight Thousand Seven Hundred Eighteen and 15/100 dollars ($1,608,718.15); 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:

   GREEN SHEET STORM PROJECT 12.PDF
   CONSTRUCTION AGREEMENT.PDF
   BID TABULATION.PDF
   PROJECT LOCATION MAP.PDF
   COUNCIL BILL NO. 2018-149.PDF

2. COUNCIL BILL NO. 2018-150
AN ORDINANCE approving a Work Authorization with Olsson Associates Inc., in the not to exceed amount of Forty-Three Thousand Eight Hundred Thirty-Five and no/100 Dollars ($43,835.00) for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses project, and containing an emergency clause.

   Documents:

   CB 2018-150 - SUMMARY SHEET WA OLS-OC18-005 - 2018 SE.PDF
   WORK AUTHORIZATION SCOPE AND FEE WWTP ROOF STRUCTURAL 10-8-18.PDF
   CB 2018-150 OLS-OC18-005 - 2018 SE.PDF

3. COUNCIL BILL NO. 2018-412
AN ORDINANCE authorizing the City of Joplin to execute a Sub-Recipient Agreement Amendment with the Area Agency on Aging to provide additional funds necessary to assist in the purchase of final equipment items through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in the amount not to exceed One Thousand One Hundred Forty-Six Dollars and 09/100 ($1,146.09); authorizing the City Manager, or his designee, the Director of Planning, Development and Neighborhood Services to execute said Amendment for the City; and containing an emergency clause.

   Documents:

   CB 2018-412 - AMENDMENT 2.PDF
   CB 2018-412 SUMMARY.PDF
   CB 2018-412.PDF

4. COUNCIL BILL NO. 2018-453

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2018-453-SUMMARY SHEET.PDF
CB2018-453-COUNCIL BILL.PDF
CB2018-453 - HUMANE SOCIETY CONTRACT 2018-19.PDF

5. COUNCIL BILL NO. 2018-454
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2018-454-SUMMARY SHEET.PDF
CB2018-454-COUNCIL BILL.PDF

6. COUNCIL BILL NO. 2018-516
AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-516 ORDINANCE HEALTH INSURANCE STOP LOSS ADMINISTRATIVE SERVICES CONTRACT AGREEMENT.PDF
CB 2018-516 SUMMARY SHEET HEALTH INSURANCE STOP LOSS ADMIN SERVICE CONTRACT.PDF
CB 2018-516 EXHIBIT A ANTHEM RENEWAL.PDF

7. COUNCIL BILL NO. 2018-517
AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-517 SUMMARY DENTAL INSURANCE CONTRACT.PDF
CB 2018-517 DENTAL INSURANCE CONTRACT AGREEMENT.PDF
CB 2018-517 EXHIBIT A CIGNA AGREEMENT.PDF

8. COUNCIL BILL NO. 2018-518
AN ORDINANCE approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-518 SUMMARY SHEET LIFE INSURANCE CONTRACT.PDF
CB 2018-518 LIFE INSURANCE CONTRACT AGREEMENT.PDF
CB 2018-518 EXHIBIT A SYMETRA LIFE AGREEMENT.PDF

9. COUNCIL BILL NO. 2018-519
AN ORDINANCE approving a Contract by and between the City of Joplin and Guardian to provide disability insurance coverage for general City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-519 SUMMARY DISABILITY INSURANCE GUARDIAN CONTRACT.PDF
CB 2018-519 GUARDIAN DISABILITY INSURANCE CONTRACT AGREEMENT.PDF
CB 2018-519 EXHIBIT A GUARDIAN DISABILITY AGREEMENT.PDF

10. COUNCIL BILL NO. 2018-520
AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents:

CB 2018-520 SUMMARY SHEET AUDIT AGREEMENT.PDF
CB 2018-520 AUDIT AGREEMENT ORDINANCE.PDF
CB 2018-520 EXHIBIT A AUDIT AGREEMENT 2018.PDF
EXHIBIT B COST PROPOSAL RESPONSE.PDF
CB 2018-520 EXHIBIT C AUDIT AGREEMENT.PDF
CB 2018-520 BID TABULATION SUMMARY.PDF
CB 2018-520 INDIVIDUAL BID TABULATIONS.PDF
CB 2018-520 AUDIT RFP 2018.PDF

11. COUNCIL BILL NO. 2018-521
AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-521 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-521 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-521 SCHEDULE A 2018 BUDGET AMENDMENT OCTOBER 15 2018.PDF

12. COUNCIL BILL NO. 2018-522
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2018 to October 31, 2019, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2018-522 SUMMARY FY 2018 BUDGET ADOPTION.PDF

CB 2018-522 BUDGET ADOPTION ORDINANCE.PDF
CB 2018-522 PROPOSED TO FINAL BUDGET RECONCILIATION.PDF
CB 2018-522 BUDGET SUMMARY.PDF
CB 2018-522 GOVERNMENTAL FUND SUMMARY.PDF
CB 2018-522 PROPRIETARY FUND SUMMARY.PDF
CB 2018-522 COMPONENT UNIT SUMMARY.PDF

13. COUNCIL BILL NO. 2018-613
An Ordinance adopting changes to the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin, and containing an emergency clause.

Documents:

CB 2018-613 SUMMARY.PDF
COUNCIL BILL 2018-613.PDF
CB 2018-613 SUPPLEMENTAL - PAY PLAN.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2018-022
AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, by repealing Article IV, Aggressive Solicitation.

Documents:

SUMMARY_CB2018-022_REPEALING ENTIRE ARTICLE IV OF CHAPTER 90_PEDDLERS AND SOLICITORS.PDF
CB2018-022_PEDDLERS SOLICITORS_REPEALING ARTICLE IV CHAPTER 90_AGGRESSIVE SOLICITATION.PDF

2. COUNCIL BILL NO. 2018-614
AN ORDINANCE approving an agreement by and between the City of Joplin and SeeClickFix Inc. for the establishment of Customer Request Management system.

Documents:

2018-614 SUMMARY SHEET.PDF
2018-614.PDF
PROPOSAL 2PG - JOPLIN, MISSOURI, CITY, NEW BUSINESS.PDF
LEGAL.SEECLICKFIX.PDF

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

13. **Unfinished Business**

14. **New Business**

1. Margey Upson Requested To Speak On Anything Not On The Agenda

2. News From The Public Information Officer, Lynn Onstot

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

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

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

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

# PROCLAMATION

PROCLAIMING OCTOBER AS ENERGY AWARENESS MONTH AND
OCTOBER 30, 2018 AS WEATHERIZATION DAY

***Whereas,*** the Weatherization Assistance Program is the nation's largest residential energy efficiency program and was established by the U.S. Department of Energy in 1976 to make homes more energy efficient, safer, and healthier for those with low and moderate income; and

***Whereas***, in the last three years, the Program has been able to improve more than 6,200 homes, locally we are completing 275 homes; and

***Whereas,*** the Weatherization Assistance Program is operated primarily by Community Action Agencies as part of their effort to help people sustain themselves and advance economically and socially; and

***Whereas,*** the Weatherization Assistance Program has injected over $160 million into communities to improve nearly 74,000 homes; thereby affecting the lives of thousands of Southwest Missourians; and

***Whereas,*** Weatherization efforts contribute to Missouri's economic, social and environmental programs by creating jobs and improving housing, neighborhoods, reducing homelessness, eliminating carbon emissions and reducing the risk of fire.

***Now therefore***, I, Gary L. Shaw, Mayor of the City of Joplin, Missouri do hereby proclaim October 2018 as **Energy Awareness Month** and **October 20, 2018 as Weatherization Day** and urge our citizens to work together to support and strengthen the Weatherization Assistance Program which has done so much for the betterment of all.

***In witness whereof***, I have hereto set my hand and cause the Great Seal of the City of Joplin to be affixed this 15th day of October 2018.

_____

***Gary L. Shaw, Mayo***r

**JOPLIN CITY COUNCIL**
**INFORMAL MEETING NOTES**
**OCTOBER 1, 2018**
**602 S. MAIN ST.**
**JOPLIN MO 64801**

Mayor Shaw called the October 1, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

IT Director Mark Morris introduced Carlos Galloway, who presented a mobile demonstration on SeeClickFix (via phone conference).

SeeClickFix has been in business for 11 years and has over 350 municipalities that have adopted this program.

Mr. Galloway explained that SeeClickFix's management tools make it easier for local governments to identify and solve quality of life issues with efficiency.

- Simplify internal communication & stop using email, spreadsheets, or sticky notes.
- Reduce calls with a mobile app & web tools that let citizens report issues on-the-go.
- Save time & money with data driven decisions.
- Increase civic engagement by involving citizens in community dialogue.

The SeeClickFix program can collect, manage, and route requests seamlessly through your work order flow with easy-to-use web forms and mobile apps, from the moment they're opened to the moment they're closed.

After the demonstration and discussion period, the consensus of the Council was to move forward with the process to adopt SeeClickFix. The item will be presented at a future formal council meeting.

Mr. Anselm informed the Council that the laptop in the council chambers was recently updated and may cause some distortion issues with the monitors at the council members' seats on the dais.

The meeting adjourned at 5:53 p.m.

Submitted,

Barbara J. Gollhofer, City Clerk

**JOPLIN CITY COUNCIL**
**OCTOBER 1, 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. Brown.

**ROLL CALL** – Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards

## PRESENTATIONS

Mayor Shaw presented a resolution to Rick Allen to recognize him upon his retirement after 42 years of service as the Facility Maintenance Technician within the City of Joplin Public Works Department. Mr. Allen thanked the city council and all those he had the pleasure of working with over the past 42 years.

Kim Wixon, Segal, Consulting, and Finance Director Leslie Hasse presented a semi-annual insurance update. The presentation included the Summary Healthcare Budget Projections, Assumptions, Rates and Fees for 2019. Ms. Wixon stated there will be no increase in health insurance premiums, but there is a slight increase in basic life insurance. The contracts will be presented at the next council meeting (October 15) for Council's approval.

Clifford Wert, President of Connect2Culture, provided an update on the Capital Campaign for he Harry M. Cornell Arts & Entertainment Complex. He gave an overview of what the potential complex will look like and the features it will offer. He proudly announced that 11.4 million dollars in commitments has been pledged for this project.

## 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

Janus Lazarus, 2922 E. 15th St. Joplin, and Aaron Wicklund, 11694 Bobwhite Rd. Carthage, MO, invited the Joplin City Council to participate in the 2018 City Challenge Table Tennis Tournament at Memorial Hall on November 3, 2018. Mr. Stanley stated he is signed up for the tournament and is looking for one or two volunteers to partner with him to compete in the tournament.

Margey Upson asked to move her speaking time to New Business.

Isaiah K. Wilson addressed the City Council regarding the Finance Director and City Manager.

Renita Kitchingham addressed the City Council regarding crime and valuable resources.

**PUBLIC HEARINGS**
Public Hearing Procedures read by City Clerk Barbara Gollhofer.

Public Hearing for Council Bill No. 2018-271

Mayor Shaw opened the Public Hearing

Michele Hale, 602 N. Pearl, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Monteleone introduced 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 a 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. Motion by Mr. Monteleone, second by Mr. West that Council Bill No. 2018-271 be placed on First Reading and advanced to Second and Third Reading. 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 read as **Council Bill No. 2018-271.**

**CONSENT AGENDA**.
Motion by Mr. West, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Minutes of the September 17, 2018 City Council Meeting
Minutes of the September 24, 2018 Special City Council Meeting

**RESOLUTIONS**
Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Monteleone to approve Resolution No. 2018-016. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. **Resolution No. 2018-016**

**ORDINANCES – EMERGENCY**
Mr. Stanley introduced 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-Nine Thousand 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. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2018-143 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- 126.**

Mr. Brown introduced 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. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2018-144 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- 127.**

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2018-145 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. 2018-128.**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-146 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- 129.**

Mr. West introduced 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. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-147 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. 2018-130**

Mr. Monteleone introduced 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. Motion by Mr. Monteleone, second by Mr. West that Council Bill No. 2018-272 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. 2018-131**

Mr. Monteleone introduced 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. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill 2018-452 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. 2018-132**

**ORDINANCES – SECOND READING AND THIRD READING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**
**Additional requests to address Council**:
Margey Upson addressed the City Council regarding an article in the Globe newspaper.

Monica Dixson, 2612 Salem, Joplin, addressed the City Council regarding police pay and safety.

Charles Copple, 528 S. Porter, addressed the City Council regarding pay and Nielson issue.

**Declare excess surplus property**
Motion by Mr. West, second by Mr. Stanley to approve the list of surplus property for the annual City auction. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

**News from the Public Information Officer, Lynn Onstot**
The City's annual Auction is set for Saturday, October 13. It starts at 9 a.m. and will be held in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street.

The list of auction items is posted on the City of Joplin's website: www.joplinmo.org/auctionlist. Merchandise can be viewed from 1 to 4 p.m. on Friday, October 12, and from 8 to 9 on Saturday, October 13, prior to the start of the auction.

And if you prefer GARAGE Sales – you're in luck! Joplin Parks and Recreation is hosting a "Kids Garage Sale" event at Memorial Hall on Saturday, October 13from 9 am to 1 pm.

Or if your child would like to participate, there's still time for kids to get a table for $10. For more information, or to register, please call the Joplin Parks and Recreation office at 417-625-4750 or visit www.joplinparks.org.

The City's Tree Limb and Brush Drop-off Site will be open Saturday, October 13 from 8 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, about a half a mile north of Belle Center Road on the west side of Schifferdecker.

This free drop-off service is for Joplin residents only and has no load limits. Leaves, grass clippings, trash, etc. will not be accepted.

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

**Comments from City Council**:
Mr. Stanley asked for a report on current sidewalk projects, including funding sources for the projects, to be made available to the city council soon.

Mr. Stanley asked City Manager Anselm for an update on the competitive pay study for public safety employees. Mr. Anselm stated after discussions with the Police Chief and Fire Chief, it was agreed to move forward with pursuing the 50% pay range increase. The financial impact of this decision is $246,000 for the Police Dept. and $115,300 for the Fire Dept. Mr. Anselm stated the most appropriate source for the increases is the Public Safety Sales Tax fund. He said he could have information in the form of a council bill to consider at the next council meeting.
Next steps if approved by Council are:

1. Amend the step plan to reflect the ranges as presented to the Council
2. Update the payroll system with the new ranges and steps
3. Place employees into their new steps.

Sam briefly discussed the summary of changes that will be reflected in the adopted budget that is to be presented to the City Council in October. He mentioned the creation of a separate public safety sales tax fund that more clearly differentiates our 1% sales tax that goes towards the General Fund, compared to the ½ cent sales tax dedicated for public safety. This was discussed during the first budget work session, but it will add clarity and transparency to our budgets in the future.

Mr. Stinnett asked if the projections on the public safety taxes been completed by the Finance Director. Mr. Anselm said Leslie is working on it and should have it completed before the next council meeting.

Mr. Stanley made a motion to charge the city manager to bring a council bill to the next meeting that includes the pay increases he just proposed. Mr. West seconded the motion. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0

Mr. Stinnett asked to have boards/commissions appointments on the next informal council meeting to try to find a replacement for the vacancy on the Capital Improvement and Public Safety Sales Tax Oversight Committee.

Mrs. Reid Adams commented on the recent tragedy regarding the hit and run accident that killed an 8-year-old girl in our community. She stated she met with a group of Sunnyvale residents that are concerned with speeders on 36th Street. The Police Department did a speed study which revealed excessive speeding in that area. Mrs. Reid Adams stated some Sunnyvale residents have offered to pay for speed tables to try to deter speeding and avoid another tragedy.

Mr. Brown commented on the police and fire pay. He serves as liaison to the Finance Oversight Committee and he stated the committee is researching viable revenue streams to fund an additional 30% increase for all employees, not just police and fire employees. But hopefully, we can get the police & fire to the 80% level through this revenue stream that we find. The committee will be meeting again in a couple of weeks to discuss and finalize a list of revenue options that have been proposed and a report of the findings will be given to the council at a future council meeting.

Mayor Shaw clarified an earlier statement about meeting with a fireman. He assured everyone that the meeting was about a community project both are working on.

There being no further business, the meeting was adjourned at 8:14 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

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.

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).**

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)

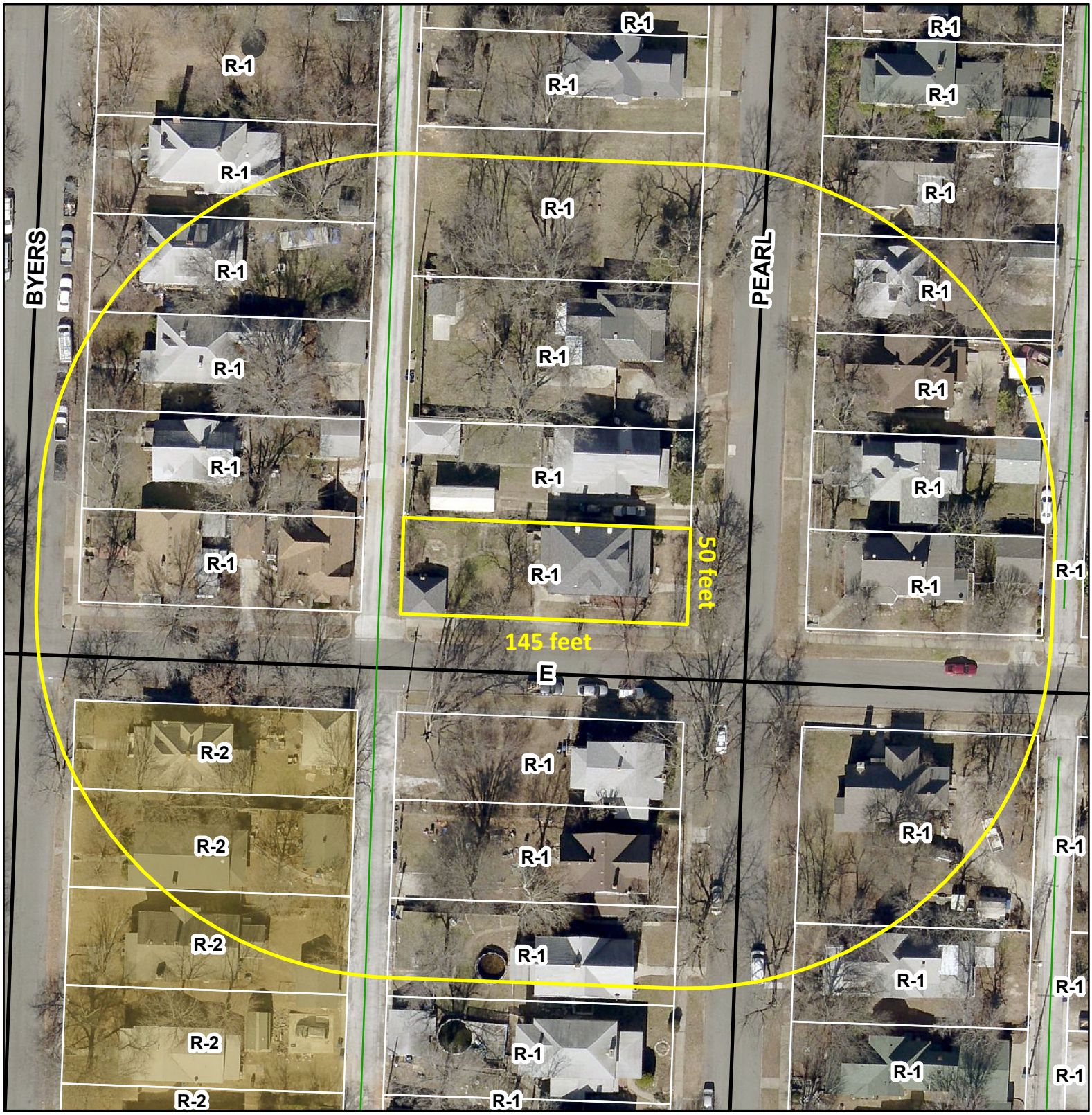
After review, staff believes the Robert D. McIntosh House meets Criteria C and D.

*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.*

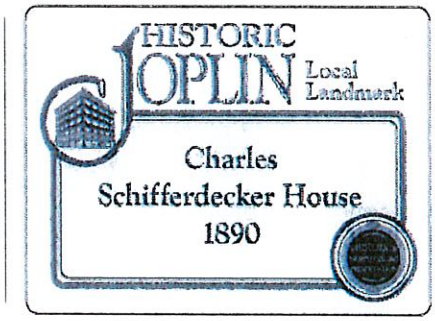
A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

☑ 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")

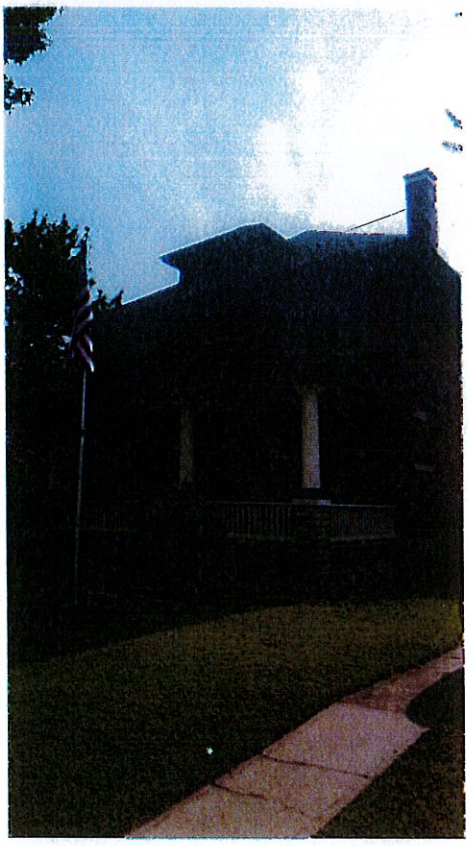
## Attachment C – Photographs

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





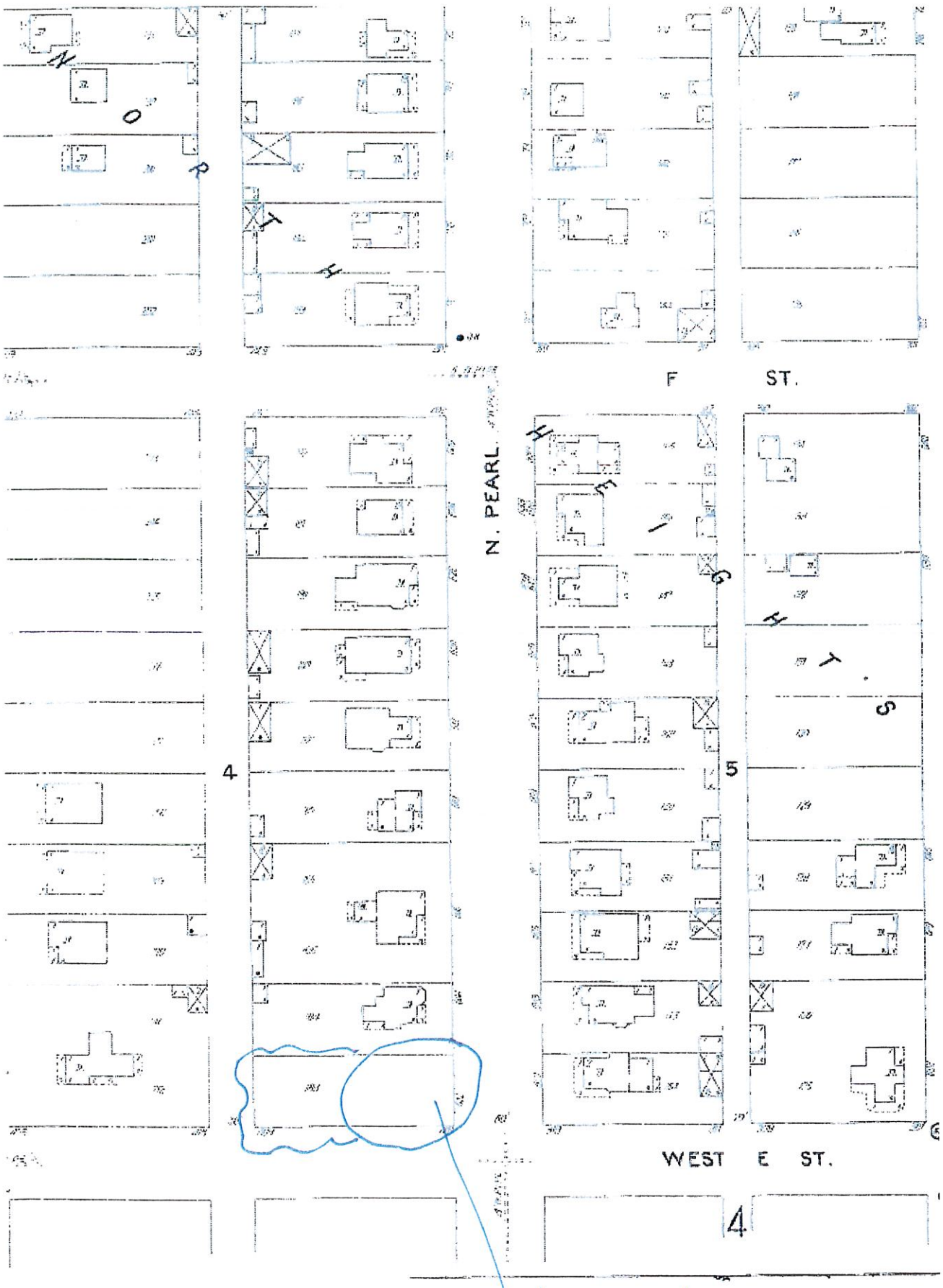




## Attachment D – Supporting Documentation

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

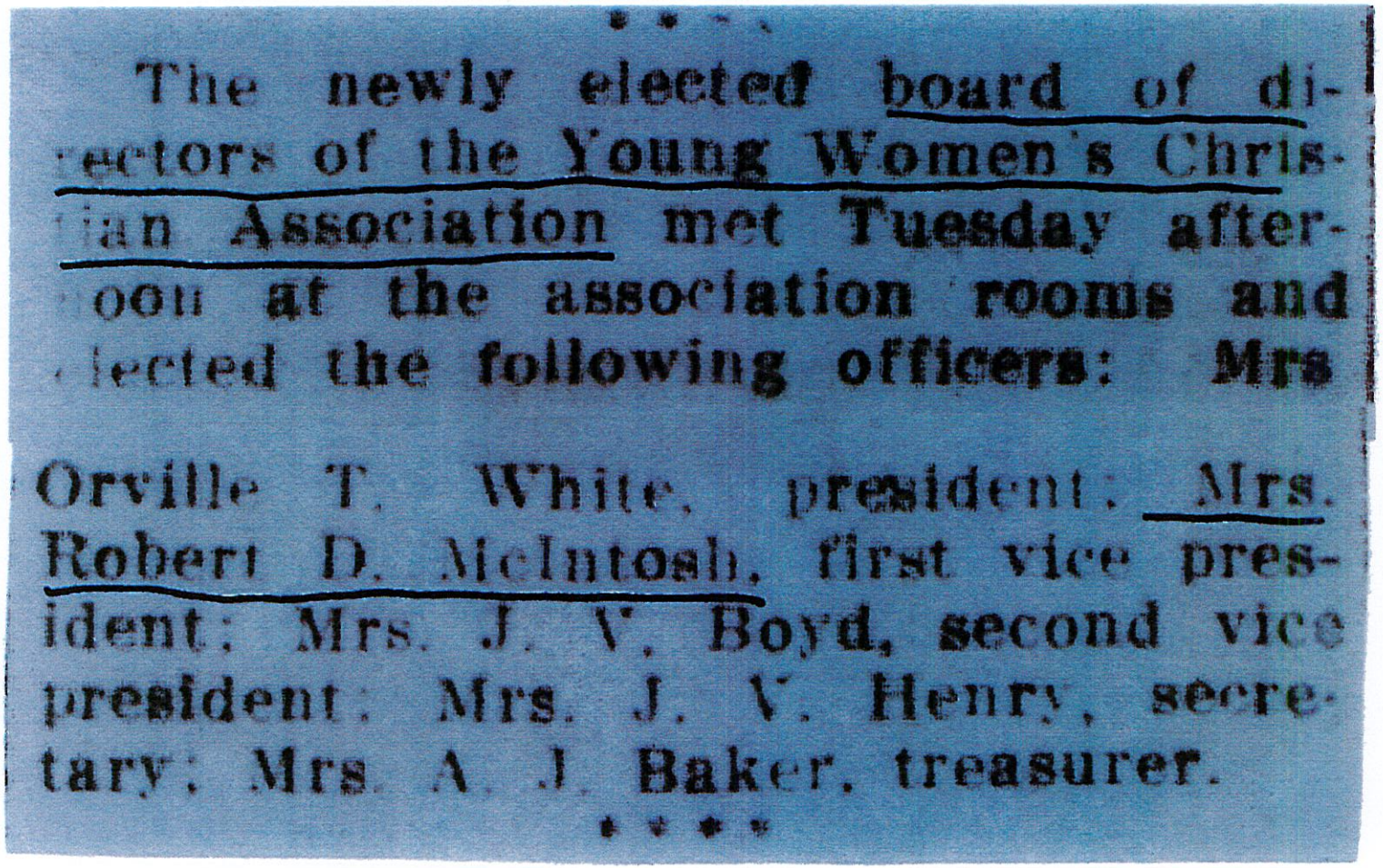
Listing for McIntosh residence @ 602 N. Pearl.

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
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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

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(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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General Contractor
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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.



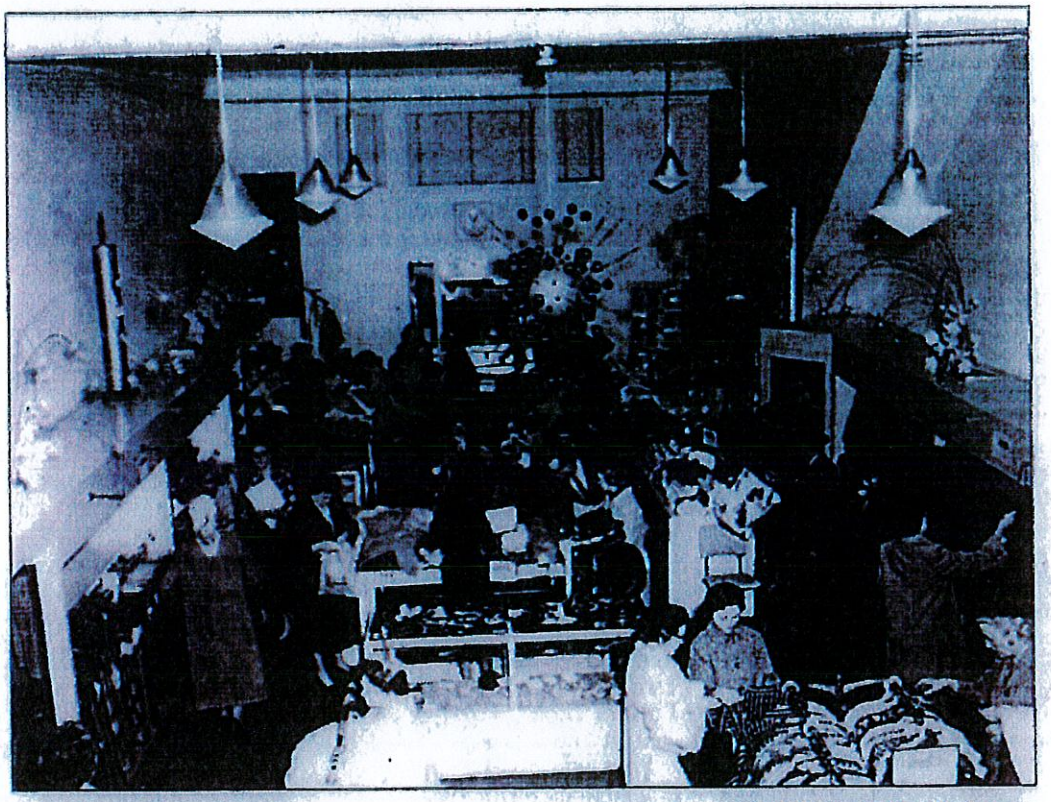
Ralph L. Kassab
1883-1965

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.

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 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.

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

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date October 15, 2018**
**Council Bill No. 2018-149**

## Item: Construction Agreement with D & E Plumbing and Heating Inc. for Storm Project #12

## Originating Department: Public Works - Engineering

Attachments: 1) Bid Tabulation
2) Project Location Map
3) Construction Agreement
4) Council Bill No. 2018-149

| | |
|---|---|
| Planning, Development and Neighborhood Services Director: | Troy Bolander |
| Public Works Director: | David K. Hertzberg |
| Finance Director: | Leslie Haase |
| City Attorney: | Peter C. Edwards |
| City Manager: | Samuel L. Anselm |

**Recommended Action**: The approval of a construction agreement with D & E Plumbing and Heating Inc. in the not to exceed amount of One Million Six Hundred Eight Thousand Seven Hundred Eighteen and 15/100 dollars ($1,608,718.15) for construction of Storm Project #12, funded from the Community Development Block Grant Disaster Recovery Fund (CDBG-DR).

**Background:** In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016, the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Storm Project #12.

**Discussion:** This project was advertised per City procurement procedures. Bids were opened on September 25, 2018 with 5 firms bidding. D & E Plumbing and Heating Inc. provided the lowest bid which was below the engineer's estimate. The scope of this project includes the installation of new storm inlets, pipes, box culvert and channel construction, which will tie in the storm sewer improvements from Storm Project # 11, as well as the replacement of sidewalk, curb and gutter, and streets.

**Recommendation:** City staff recommends approval of the agreement with D & E Plumbing and Heating Inc. for the not to exceed amount of One Million Six Hundred Eight Thousand Seven Hundred Eighteen and 15/100 dollars ($1,608,718.15) for construction of Storm Project #12 be approved on an emergency basis per Section 2.12(6) of the Joplin City Charter

AGREEMENT

| CITY | | CONTRACTOR | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: D & E Plumbing & Heating, Inc.<br>Address: 1112 N Falcon Crest,<br>Nixa, Missouri 65714 | |
| Attention: Troy Bolander, Dir of Planning<br>David Hertzberg, Public Works Director | | Attention: Steve Eoff | |
| Department: Planning Dept. & Public Works Director | | Phone: 417-725-5300 | Fax: 417-725-5610 |
| Phone: 417-624-0820 | Fax: | | |

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

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

**STORM PROJECT #12,**
**Joplin, 15th St. and Illinois Ave.**
**CDBG-DR GRANT No. B-13-MS-29-0001**

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 by the Date of April 30th, 2019. A Substantial Completion Date for work will be May 31st, 2019. Substantial completion shall be defined as all asphalt and concrete work, including curb and gutter, sidewalks, drives, storm and roadway construction. The undersigned agrees 15th Street will not be closed for more than one occurrence of up to 7 consecutive days. Illinois Avenue will not be closed for more than one occurrence of up to 7 consecutive days. Individuals driveways should not be closed for more than one occurrence of up to 7 consecutive days during the duration of the project.

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

    a. **Missouri Wage Rate**: All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the

contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

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

As of January 1, 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 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 $1,608,718.15 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor

shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

11. **Liquidated Damages.** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1,500 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. The undersigned agrees that Fifteenth Street will not be closed for more than one occurrence of up to 7 consecutive days. For each additional day that 15th Street is closed beyond the 7 allowable days, a penalty $1,000 per calendar day shall be assessed in accordance with paragraph 13 of the Agreement. Individuals driveways should not be closed for more than one occurrence of up to 7 consecutive days during the duration of the project. For each additional day that a driveway is closed beyond the 7 allowable days, a penalty of $250 per calendar day shall be assessed in accordance with paragraph 13 of the Agreement

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

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

other provisions of the contract, city ordinances, and state and federal laws.

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

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

16. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. **Liability and Indemnity.**

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

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

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

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

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

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

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

Environmental Protection Agency or Department of Natural Resources.

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

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

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (Latest Revised Edition)
    e. Special Conditions & Provisions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. 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 One Million, Six Hundred and Eight Thousand, Seven Hundred and Eighteen Dollars and 15/100 ($1,608,718.15) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

32. **Statement that Project Federally Funded**: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
    a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

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

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

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

origin, religion, or sex.

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

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

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

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

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

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

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

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

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

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

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

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

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or

iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

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

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

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

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

**46. Conflict of Interest.**

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in

connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

**48. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>** (applicable to contracts and subcontracts over $10,000)

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

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

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

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

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

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

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

**51. City Benefits**. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be

covered by the Worker's Compensation Program of the City.

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

By: _____

Printed Name: _____

Title: _____

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

**CITY OF JOPLIN, MISSOURI**

_____
Leslie Haase, Director of Finance

By:_____
David Hertzberg, Public Works Director

**APPROVED AS TO FORM**

**COMMUNITY DEVELOPMENT**

_____
Peter Edwards, City Attorney

By: _____
Troy Bolander, Planning & Community Development Director

# CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum One Million, Six Hundred and Eight Thousand, Seven Hundred and Eighteen Dollars and 15/100 ($1,608,718.15) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____day of _____ , 20_____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day

of _____ , 20_____ . By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____ , 20_____ . By _____

_____ By _____

Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

# CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum One Million, Six Hundred and Eight Thousand, Seven Hundred and Eighteen Dollars and 15/100 ($1,608,718.15) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____ ,20__, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCON- TRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant:
(a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____day of _____ , 20 ___.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day
Of _____, 20____ .

By _____

_____
City Attorney

By _____

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____ , 20___.

By _____

_____

_____
Director of Finance

By _____
(Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Storm Project 12

City of Joplin, Missouri

CDBG-DR GRANT No. B-13-MS-29-0001

Bids Received: September 25, 2018 at 2:00 p.m.

Bids Tabulated By: ccb

Bids Checked By:

| COMPANY | BID | APPARENT LOW |
|---|---|---|
| Engineers Estimate | $ 1,723,849.75 | |
| Bennett, Inc | $ 2,221,605.00 | NO |
| D&E Plumbing & Heating, Inc | $ 1,608,718.15 | YES |
| Dalton-Killinger Construction | $ 1,803,995.75 | NO |
| Emery Sapp & Sons | $ 1,895,923.50 | NO |
| Hunter Chase | $ 1,649,328.15 | NO |




DWG: F:\2016\3001-3500\016-3354\40-Design\Exhibits\CouncilExhibit.dwg USER: cluttrell
DATE: Oct 04, 2018 4:48pm XREFS: W_PBASE_63354 W_PBASE_63353

JOPLIN, MO LONGER, SAFER, SMARTER
JET JOINT ENGINEERING TEAM

| | | | |
|---|---|---|---|
| PROJECT NO: 016-3354 | STORM PROJECT #12 | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: CRL | | 550 St. Louis Street<br>Springfield, MO 65806<br>TEL 417.890.8802<br>FAX 401.890.8805 | 1 |
| DATE: 3.1.2018 | | | |

COUNCIL BILL NO. 2018 – 149 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D & E Plumbing and Heating Inc. for the construction of Storm Project #12, in the amount of One Million Six Hundred Eight Thousand Seven Hundred Eighteen and 15/100 dollars ($1,608,718.15); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D & E Plumbing and Heating Inc., in the amount of One Million Six Hundred Eight Thousand Seven Hundred Eighteen and 15/100 dollars ($1,608,718.15) for the purpose of constructing Storm Project #12 in the City of Joplin, Jasper County, Missouri; 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 construction agreement, 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 Community Development Block Grant Disaster Recovery Fund (CDBG-DR)

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.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2018-149**

I hereby certify that a sufficient amount is available in the CDBG-DR Fund 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 15, 2018**
**Council Bill No. 2018-150**

## Item: Work Authorization with Olsson Associates Inc., for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses project.

## Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization No. OLS-OC18-005 – 2018 SE
2) Council Bill No. 2018-150

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. OLS-OC18-005 – 2018 SE with Olsson Associates Inc. in the not to exceed amount of $43,835.00 for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses project.

**Background:** The City's Turkey Creek Wastewater Treatment Plant (WWTP) was built in the late 1980s. Earlier this year, the City hired Olsson Associates to do a preliminary investigation into the roof damage on the western portion of the administration building. Olsson's structural engineer identified how the roof trusses had warped over the years, damaging some exhaust duct work and leaving a portion of the roof sagging. There may be hidden water-derived structural deficiencies beyond the visible.

**Discussion:** In accordance with the City's procurement policy, the City advertised for on-call consulting services in nine categories, including Structural Engineering Services. All of the seven firms that expressed interest in providing these services 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, Olsson Associates Inc., was selected to provide these professional engineering services for this two-year contract. This Work Authorization directs Olsson Associates to design replacement structures (covers and trusses) and to provide bidding and construction administration services.

**Recommendation:** City staff recommends that approval of Work Authorization OLS-OC18-005 – 2018 SE with Olsson Associates Inc. for the not to exceed amount of $43,835.00 for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Olsson Associates<br>Address: 702 S. Main Street<br>Joplin, MO 64801 | |
| Attention: David Hertzberg, PE<br>Lynden Lawson | | Attention: Jack Schaller, PE | |
| Department: Public Works<br>Public Works-Operations | | Phone: 417-781-0643 | Fax: 417-781-4714 |
| Phone: 417-624-0820 | Fax: | Turkey Creek Admin Building Roof Structural | |

**WORK AUTHORIZATION NUMBER OLS-OC18-005 – 2018 SE**
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **OLS-OC18-005 – 2018 SE** exceed the sum of Forty Three Thousand Eight Hundred Thirty Five and 00/100 Dollars ($ 43,835 ).

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**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer:** Olsson Associates

By: _____

Printed Name: Jack Schaller, PE

Title: Vice President

Date: 10/8/18

By: _____

Printed Name: Clayton Cristy, PE, CFM

Title: Vice President

Date: 10/8/18

**CITY OF JOPLIN, MISSOURI**

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

Date: _____

Project Name/Description Structural Design Admin Roof
Consultant Olsson Associates

## Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~A1.03 *Utility Requirements*~~

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

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

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

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

*A1.04 Surveying Services – General*

~~A. Control Survey~~

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

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

B. Engineering Survey

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

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

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

*A1.06 Final Design Phase*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*A1.07 Bidding Phase*

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

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

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

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

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

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

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

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

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

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

*A1.08 Construction Phase*

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

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

2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.~~

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

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

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

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

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

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

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

*A1.09 Post-Construction Phase*

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

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

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

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

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

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

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

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

d) Contractor certification and city recommendation:

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

## PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

# Exhibit A
# Structural Services Turkey Creek Administration Building Roof
# FEE SUMMARY

Services to generally include Design, Bidding and Construction Administration for the structural design, review and repair of the Administration Building of the Turkey Creek Wastewater Treatment Plant.

**Structural Services Turkey WWTP - Administration Roof Trusses**

| Task No. | Task Description | Fee Estimate | |
|---|---|---|---|
| 1 | Project Management | $ | 4,374 |
| 2 | Design Services | $ | 19,816 |
| 4 | Bidding Phase | $ | 5,583 |
| 5 | Construction Administration | $ | 13,609 |
| 6 | Construction Inspection (Will add if requested) | $ | - |
| | Expenses | $ | 453 |
| | | | |
| | **Total Project Cost (for tasks listed above)** | **$** | **43,835** |

**EXCLUSIONS AND ASSUMPTIONS**

- Client will provide the requested data and plans regarding proposed scope.
- Fees can be shifted between phases and tasks.
- The City will issue notice to proceed after City Council approval.
- Final plan reviews to be completed after City Approval.
- All CAD files shall be created using AutoCAD.
- All services not specifically listed are assumed to be excluded.
- This is assumed to be relatively confined, but if the extent of the issue is greater than anticipated, additional design may be warranted.

Should Client request work in addition to the Scope of Services not listed in these Design Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

# ESTIMATED SCHEDULE

1. Design 3 months;
2. Procurement (Bidding) 2 months;
3. Construction 3 months;

## Labor Billing Rate Schedule

### 2018-2019 Labor Rates

| Description | Range | |
|---|---|---|
| Principal | 109.00 - | 381.00 |
| Project Manager | 103.00 - | 189.00 |
| Project Professional | 94.00 - | 166.00 |
| Assistant Professional | 47.00 - | 143.00 |
| Designer | 84.00 - | 164.00 |
| CAD Operator | 32.00 - | 109.00 |
| Survey | 46.00 - | 147.00 |
| Construction Services | 40.00 - | 189.00 |
| Administrative/Clerical | 29.00 - | 107.00 |

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

**COUNCIL BILL NO. 2018-150 ORDINANCE NO**

AN ORDINANCE approving a Work Authorization with Olsson Associates Inc., in the not to exceed amount of Forty-Three Thousand Eight Hundred Thirty-Five and no/100 Dollars ($43,835.00) for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses 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 Olsson Associates Inc., in the not to exceed amount of Forty-Three Thousand Eight Hundred Thirty-Five and no/100 Dollars ($43,835.00) for Professional Engineering Consulting Services for the Structural Services Turkey WWTP - Administration Roof Trusses 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 Wastewater Treatment Fund (415-4541-540-8015) 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 2018-150**

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

Second Amendment to the Community Development Block Grant Disaster Recovery (CDBG-DR) Sub-Recipient Agreement
Between
The City of Joplin and The Area Agency on Aging

This Second Amendment to the Community Development Block Grant- Disaster Recovery (CDBG-DR) Sub-Recipient Agreement between the City of Joplin and the Area Agency on Aging executed on March 8th, 2018 is made and entered into as of _____ day of October, 2018.

RECITALS

The parties desire to amend the Agreement for the Joplin Senior Center as follows:

*Edits on Page 4*

III. **BUDGETS - DEVELOPMENT & OPERATION**, amended and restated as follows:

The Grantee will reimburse the Sub-Recipient for an amount not to exceed Two Hundred One Thousand One Hundred Forty-Six Dollars and Nine Cents (201,146.09) to purchase and install the necessary furniture, fixtures and equipment to furnish the newly constructed Senior Center.

IN WITNESS WHEREOF, the Parties have executed this amendment as
Date_____

City of Joplin, Missouri
A Municipal Corporation

Signature:_____
Troy Brolander
Planning, Development & Neighborhood Services Director

Area Agency on Aging
A Not for Profit Organization

Signature:_____
Stan Heater
Chief Executive Officer

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 15, 2018

Item: CDBG-DR Area Agency on Aging Sub-Recipient Agreement Amendment #2
ORIGINATING DEPARTMENT: Planning, Development & Neighborhood Services

ATTACHMENTS: 1) Council Bill No. 2018-412
2) CDBG-DR Sub-Recipient Agreement Amendment #2

| | |
|---|---|
| Planning, Development & Neighborhood Services Director: | Troy Bolander |
| Finance Director: | Leslie Haase |
| City Attorney: | Peter C. Edwards |
| City Manager: | Sam L. Anselm |

Recommended Action: Approval of Council Bill No. 2018-412

INTRODUCTION:

The following Council Bill is for a sub-recipient agreement amendment between the City of Joplin and the Area Agency on Aging to provide additional funding for the purchase and installation of final equipment as part of Senior Center Phase II. City Council previously approved this activity in the Round I Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 9 to the Initial Action Plan on June 19, 2017.

DISCUSSION:

The Senior Center is currently operational with the Area Agency on Aging providing services to the Community's senior citizen population. The Senior Center project has been achieved through two separate phases; Phase I involved the land acquisition, design and construction of the facility, while Phase II included the purchase and installation of the necessary furniture, fixtures and equipment to furnish the facility. Phase I of the project was undertaken by the City of Joplin, while Phase II was achieved through a sub-recipient agreement between the City of Joplin and the Area Agency on Aging. Through the Phase II sub-recipient agreement, the Area Agency on Aging received $200,000 for the purchase and installation of the equipment. Enhancements to the security system, recommended by City Staff, led to a slight overrun in the funds made available to the Area Agency on Aging. This amendment will be to add $1,146.09 to the Area Agency's budget to assist with the purchase of the security system as well as the procurement of a portable PA system.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill to approve Amendment #2 to the sub-recipient agreement between the City of Joplin and the Area Agency on Aging. Therefore, the City hereby declares that based on 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.

COUNCIL BILL NO. 2018-412 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute a Sub-Recipient Agreement Amendment with the Area Agency on Aging to provide additional funds necessary to assist in the purchase of final equipment items through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in the amount not to exceed One Thousand One Hundred Forty-Six Dollars and 09/100 ($1,146.09); authorizing the City Manager, or his designee, the Director of Planning, Development and Neighborhood Services to execute said Amendment for the City; and containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin has funded the construction of a Senior Center at 2616 S. Picher Avenue, which reached substantial completion on June 8, 2018; and

WHEREAS, the Senior Center will house the programs of the Area Agency on Aging, Region X.

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

Section 1. That the City execute a Sub-Recipient Agreement Amendment by and between the City of Joplin and the Area Agency on Aging to assist in the purchase of final equipment items in the amount not to exceed One Thousand One Hundred Forty-Six 09/100 Dollars ($1,146.09), said Agreement being attached hereto and incorporated by reference as Exhibit A.

Section 2. That the City Manager, or his designee, the Director of Planning, Development, and Neighborhood Services, is hereby authorized to execute said Agreement, or in substantially similar form thereto, for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance provides for the acquisition and installation of equipment through the CDBG-DR I grant award from the U.S Department Housing and Urban Development

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 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-453**

**ORIGINATING DEPARTMENT: HEALTH DEPARTMENT**
**ATTACHMENT: HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT ; COUNCIL BILL**

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

**INTRODUCTION:**
The Health Department requests consideration of this Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society).

**DISCUSSION:**
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to provide sheltering services for animals brought to it by the City's animal control program staff or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested a 1.7% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, daily care charge, animal intake and tracking, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $222,296.

The agreement period will be from November 1, 2018 through October 31, 2019. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4)

successive one (1) year terms, to coincide with the city fiscal year unless amended by both parties.

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

COUNCIL BILL NO. 2018-453 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2017 did receive 3,319 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, a true and accurate copy of said Agreement being attached hereto, and incorporated herein, be and the same is hereby approved.

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

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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of October, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

**THIS AGREEMENT** entered into this _____ day of _____ 2018, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

***W I T N E S S E T H:***

**WHEREAS**, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

**WHEREAS**, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

**WHEREAS**, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

**NOW, THEREFORE**, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT: The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received

by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon

the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers), utilizing the most recently available 12 month period index from the previous year . If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities

available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of Agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri State Laboratory for rabies testing for a Twenty-Seven and 33/100 ($27.33) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal

Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 53/100 ($8.53) dollars per animal.

(b) **Animal Sheltering Fee** of Eight and 00/100 ($8.00) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fifteen and 37/100 ($15.37) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Twelve and 12/100 ($12.12) dollars per animal.

(e) **Cremation Fee** of Fifteen and 54/100 ($15.54) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 14/100 ($5.14) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month,

in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: 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 herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) days' notice, to temporarily suspend acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of November 2018 and continue until October 31, 2019. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

23. LOW COST RABIES CLINIC: The AARC and City agree to collaborate as necessary in providing low cost rabies clinic opportunities for residents of the city. Clinics may be City resident specific or the City may participate in other low cost rabies clinics offered to area residents by the AARC. Costs to the City for participation in low cost rabies clinics will be agreed upon by both parties prior to any clinic

Signed this _____ day of _____ 2018.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm, City Manager

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 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-454**

**ORIGINATING DEPARTMENT: HEALTH DEPARTMENT**
**ATTACHMENT: COUNCIL BILL**

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

**INTRODUCTION:**
The Joplin Humane Society, Inc. (Society) has requested a 1.7% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services. The annual CPI adjustment is allowed by the current agreement with the Society.

**DISCUSSION:**

The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contract has been amended from time to time to reflect changes in costs at the Society for services to the City.

The changes in fees are shown below:

- Rabies Sample Processing Fee $26.87 to $27.33.
- Animal Intake and Tracking Fee $8.39 to $8.53.
- The per day care charge for impoundment of dogs or cats $7.87 to $8.00.
- The per day quarantine charge for dogs and cats $15.11 to $15.37.
- Animal euthanasia fee $11.92 to $12.12.
- Animal cremation fee $15.28 to $15.54.
- Small animal cremation fee $5.05 to $5.14.

The fees would become effective November 1, 2018.

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

COUNCIL BILL NO. 2018-454 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees.

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of this article:

| | |
|---|---|
| (1) First redemption of animal within 12 months | $15.00 |
| (2) Each subsequent redemption of same animal within the preceding 12 months and additional | $15.00 |

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

| | |
|---|---|
| (1) Animal Intake and Tracking Fee | $8.53 |
| (2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof | $8.00 |
| (3) Quarantine Fee for each day or fraction thereof | $15.37 |
| (4) Euthanasia Fee | $12.12 |
| (5) Cremation Fee | $15.54 |
| (6) Small Animal Cremation Fee | $ 5.14 |

(7) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.

(c) Owners of impounded animals may retrieve or otherwise obtain the release of

their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination;
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. 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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

Section 3. These fees are to effective November 1, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of October, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**COUNCIL BILL NO. 2018-516** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2018, by a _____vote.

_____
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 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-516**

**ATTACHMENTS: ANTHEM BCBS CONTRACT FOR STOP LOSS AND ADMINISTRATIVE SERVICES**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

## INTRODUCTION:

This Council Bill approves an annual contract for 2019 with Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage.

## DISCUSSION:

In 2015, the City let a bid for dental, vision, life and health insurance services for a five-year period. Anthem BCBS provided the lowest and best bid for stop loss coverage and third-party administrative services. The price for these services is negotiated in the following years, based on the city's actual claims. Also, after an evaluation of the annual large claims incurred, it was determined that the current stop loss coverage of $150,000 per claim is still the appropriate level of protection.

Anthem submitted an increase of 12% in the stop loss fee per employee per month. The single fee will increase from $40.24 to $45.07, while the family fee will increase from $128.82 to $144.28 per employee per month. The annual premium will be approximately $568,000, which is an increase of $60,800. Anthem proposed no change in the administrative fee for 2019 and 2020. The rate will remain at $41.10 per employee per month. The annual premium will be approximately $243,000.

As a result of actual claims costs and administrative fees, there will be no premium cost increase for 2019. Since the City returned to self-insured coverage, the nine-year trend is 5.6%. During this same nine-year time period, the national trend increase for health insurance costs has been 7.3%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will remain the same at $472.32 per employee per month. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium for family coverage will remain the same at $991.88 per employee per month. The employee's monthly premium for family coverage will also remain unchanged at $330.64.

## RECOMMENDATION:

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

EXHIBIT "A"

# SELF INSURED RENEWAL PROPOSAL

| | |
|---|---|
| GROUP NAME: | **City of Joplin** |
| DATE: | 9/24/2018 |

## ACCOUNT SUMMARY

| | |
|---|---|
| MARKETING REP: | Broz, Alvina |
| BROKER COMMISSIONS: | 0.00% LEVEL |
| CONTRACT YEAR: | 01/01/2019 THRU 12/31/2019 |
| CURRENT CONTRACTS: | 493 |
| CURRENT MEMBERS: | 1,198 |
| TYPE OF FUNDING: | ASO WITH STOP LOSS |
| SIC CODE: | 9111 |

Anthem BlueCross BlueShield

# SELF INSURED ACCOUNT INFORMATION

| | |
|---|---|
| Group Name: | City of Joplin |
| Effective Date: | 01/01/2019 THRU 12/31/2019 |
| SIC Code: | 9111 |
| Proposed PBM: | Anthem (ESI) |

## Current Account Information

| | |
|---|---|
| Current Funding Method: | ASO WITH STOP LOSS |
| Current Carrier or TPA: | Anthem |
| If Current Anthem; Original Effective Date: | 1/1/2011 |

## Requested Specific Stop Loss Coverage

| | |
|---|---|
| Specific Stop Loss Level: | $150,000 |
| Lifetime Maximum: | Unlimited |
| Annual Maximum: | Unlimited |

### *Coverages under Specific Stop Loss*

| | |
|---|---|
| Medical: | Yes |
| Rx: | Yes |
| Dental: | No |
| Vision: | No |
| Contract Basis: | Paid |

Anthem BlueCross BlueShield

# SELF INSURED RATES INFORMATION

| | |
|---|---|
| Group Name: | City of Joplin |
| Effective Date: | 01/01/2019 THRU 12/31/2019 |
| Employees: | 493 |
| Members: | 1,198 |
| Specific Stop Loss Level: | $150,000 |

## COMPOSITE RATES

| | Current | Renewal | % Change |
|---|---|---|---|
| Administration Fees * | $41.10 | $41.10 | 0.0% |
| Brokers Commissions | $0.00 | $0.00 | - |
| Bluecard Fees | $0.00 | See Note Below | - |
| Aggregate Stoploss | $0.00 | $0.00 | - |
| Specific Stoploss | $85.70 | $95.99 | 12.0% |
| **Total Fixed Costs** | **$126.80** | **$137.09** | **8.1%** |

** Admin fee includes $5000 annual wellness fund*
*Anthem retains 100% of PBM rebates*
*Admin fee effective 1/1/19 - 12/31/20*

## TIERED RATES

| Enrollment | 493 | 240 | 41 | 23 | 189 |
|---|---|---|---|---|---|
| | Composite | EE | ES | EC | FAM |
| Administration Fees | $41.10 | | | | |
| Brokers Commissions | $0.00 | | | | |
| Bluecard Fees | See Note Below | | | | |
| Aggregate Stoploss | $0.00 | | | | |
| Specific Stoploss | $95.99 | $45.07 | $144.28 | $144.28 | $144.28 |
| **Total Fixed Costs** | **$137.09** | | | | |

## ANNUALIZED TOTAL COSTS

| | Current | Renewal | % Change |
|---|---|---|---|
| Administration Fees | $243,148 | $243,148 | 0.0% |
| Brokers Commissions | $0 | $0 | - |
| Bluecard Fees | $0 | See Note Below | - |
| Aggregate Stoploss | $0 | $0 | - |
| Specific Stoploss | $506,989 | $567,852 | 12.0% |
| **Total Fixed Costs** | **$750,136** | **$811,000** | **8.1%** |

***BlueCard Fees are billed as claim as they are presented; BlueCard Fees are not covered under the Aggregate or Specific Stop Loss.

City of Joplin
Group Authorized Signature

Please refer to Assumptions and Conditions.

Anthem BlueCross BlueShield

# SELF INSURED BENEFIT PAGE

Group Name: City of Joplin
Effective Date: 01/01/2019 THRU 12/31/2019
SIC Code: 9111

| Option # | 1 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Option Label | PPO | | | | | | | | |
| Lumenos Plan | NO | | | | | | | | |
| RX Formulary | National | | | | | | | | |
| **Network** | Blue Preferred Select | | | | | | | | |
| **Plan Design Summary** | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network |
| **Deductible** | | | | | | | | | | |
| Individual | $500 | $1,000 | | | | | | | | |
| Family | $1,000 | $2,000 | | | | | | | | |
| **Coinsurance** | 80% | 60% | | | | | | | | |
| **Out of Pocket Maximum** | | | | | | | | | | |
| Individual | $1,500 | $4,500 | | | | | | | | |
| Family | $3,000 | $9,000 | | | | | | | | |
| **Copays** | | | | | | | | | | |
| Primary Care Physician | $25 | ded/coin | | | | | | | | |
| Specialist Physician | $25 | ded/coin | | | | | | | | |
| Urgent Care | $50 | ded/coin | | | | | | | | |
| Emergency Room | $150 | $150 | | | | | | | | |
| **Inpatient Hospital** | ded/coin | ded/coin | OPTION NOT AVAILABLE | | OPTION NOT AVAILABLE | | OPTION NOT AVAILABLE | | OPTION NOT AVAILABLE | |
| **Outpatient Surgery** | ded/coin | ded/coin | | | | | | | | |
| **Prescription Drugs** | | | | | | | | | | |
| Rx Deductible | N/A | N/A | | | | | | | | |
| ***Retail*** | | | | | | | | | | |
| Tier 1 | $10 | 50% (min $60) | | | | | | | | |
| Tier 2 | $30 | 50% (min $60) | | | | | | | | |
| Tier 3 | $50 | 50% (min $60) | | | | | | | | |
| ***Mail Order*** | | | | | | | | | | |
| Tier 1 | $25 | Not Covered | | | | | | | | |
| Tier 2 | $75 | Not Covered | | | | | | | | |
| Tier 3 | $125 | Not Covered | | | | | | | | |

# SELF INSURED ASSUMPTIONS AND CONDITIONS (With StopLoss)

This contract will be issued in Missouri.

The proposed services, rates and fees are effective from 01/01/2019 THRU 12/31/2019.

Our quote assumes that 493 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.43.

Anthem Blue Cross and Blue Shield reserves the right to revise this proposal or modify these rates under any of the following circumstances:

- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem Blue Cross and Blue Shield's discretion, invalidates this quote.
- Should the employer implement benefit changes that result in substantial changes in the service or networks, as determined by Anthem/Blue Cross and Blue Shield.
- Change in nature of Employer's business.
- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
- If legislative and/or regulatory changes or mandates materially impact the stop loss policy or the Employer's plan documents. Plan documents shall include the documents that set forth the terms of the plan.
- Changes in proposal terms, conditions, services or product from this quotation.

Electronic eligibility or tape feeds must be in a format compatible with our systems. Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.

Anthem Blue Cross and Blue Shield's proposal assumes claims incurred prior to the initial effective date are not included unless specifically noted.

The proposal assumes the same enrollment for Medical/Rx and is subject to Anthem's enrollment assumptions.

## Caveats

This renewal proposal expires 90 days from the date of its release or on the effective date shown above, whichever is sooner.

Under the Specific Paid option, the accumulation for stoploss will be incurred 01/01/2011 thru 12/31/2019, and paid 01/01/2019 thru 12/31/2019.

The annual specific attachment for specific point is per member per contract period.

The specific maximum liability for any individual will be UNLIMITED.

The renewal notification will be provided no sooner than 120 days prior to the renewal effective date.

Proposed rates are payable by the invoice due date.

Proposed specific stop loss rates assume that the employer will continue its current level of contributions.

Proposed specific stop loss rates assume that 100% of eligible employees and dependents will participate if noncontributory and 75% will participate if the plan is contributory of those not electing the plan offered by City of Joplin.

Specific Stop Loss Attachment points include paid Medical/Rx claims.

Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.

No change in benefits provided by the group's employee benefit program shall be covered by the stop loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
Only those coverages quoted and which are eligible under the group's employee benefit program are eligible under this stop loss program.

An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours per week, 50 weeks per year as of the effective date and who completes the group imposed waiting period.

Anthem/Blue Cross and Blue Shield requires that City of Joplin contributes a minimum of 50% of the employee premium for all active and retired employees enrolled in the group health plan.

Specific Stop loss claims above the selected specific stop loss deductible limit will NOT count towards satisfaction of the aggregate attachment point.

Please refer to our specimen ASO and Stop Loss Agreements for complete details.

This proposal assumes that:

- Anthem/Blue Cross and Blue Shield will be the only carrier offered.
- Fees quoted include commissions of 0.00% LEVEL.
- If City of Joplin is delinquent in payment for the weekly claims billing, Anthem Blue Cross and Blue Shield will not process further claims until the account is brought current. This applies to both the active period and the 12-month period following termination.
- The health benefit plan(s) reflected in this proposal is (are) considered to be grandfathered under the provisions of the health care reform law.
- Please be aware that changing your benefit plan, employer premium contribution approach or insurance carrier will, in most situations, cause your plan offering to no longer be considered grandfathered. In these instances, you will then be required to implement additional provisions of the Affordable Care Act.

The health benefit plan(s) reflected in this proposal is not considered to be grandfathered under the provisions of the Patient Protection and Affordable Care Act. Non-grandfathered plans are subject to additional provisions under the Patient Protection and Affordable Care Act that do not apply to grandfathered plans. For further information, please contact your account representative.

ASO fees and stop loss premiums will be invoiced on the first full week of the month and due within three business days. Anthem pays claims and then bills our ASO client for reimbursement. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.

The following BlueCard fees will be included on the ASO invoice OR in the paid claims amount: The Access Fee is charged at a percentage no greater than 4.14% of the discount/differential subject to a maximum of $2,000 per claim. The AEA Fee is $5.00 per professional provider claim and $11.00 per institutional claim. Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee. The Central Financial Agency fee is $0.35 per payment notice. The ITS transaction fee is $0.05 per claims transaction. For a complete description of these fees, please consult your ASO Agreement.

If this proposal is not accepted in writing within 90 days from its issuance, it is null and void.

A change in the contract period will require a recalculation of fees.

Stop Loss rates are ILLUSTRATIVE due to the gap in the experience period and effective date of coverage. We will provide a firm quote, after reviewing claims paid by month with contracts by month as well as large claims detail at a member level (current status, diagnosis, and prognosis) to within four (4) months of the contract effective date.

Section 1341 of the Affordable Care Act (ACA or health care reform law) provides that a transitional reinsurance program be established in each State to help stabilize premiums for coverage in the individual market during the years 2014 through 2016. This quote or renewal does not include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly.

Please note: For groups effective 1/1/2014 and after, we do not know at this time if additional guidance and clarification from the US Department of Health and Human Services will require additional changes to rates and benefits. For clarification purposes:

- IRS has jurisdiction over the Insurer Fee, while HHS has jurisdiction over Reinsurance Fee.
- Rates and benefits for most large groups are likely to change. Further communication will be sent as soon as additional information becomes available.

Under final rules issued by EEOC Under the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act, wellness incentives are subject to certain limits in some situations. Incentive limits may also apply Under the Affordable Care Act. Employers are responsible for taking steps to comply with all legally-required Incentive limits. Please consult your attorneys or advisors for additional Information as needed.

Discounts are negotiated by our vendor, National Care Network on certain non-network claims. The fee will be equal to 50% of the negotiated savings.

The charge for discounts achieved for providers that participate in the Traditional network but not the PPO/POS network is equal to 50% of the negotiated savings.

A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member Per Month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program.

The Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA") requires that group health plan and group health insurers apply the same treatment and financial limits to mental health and substance abuse disorder benefits as they do to medical surgical limits. Anthem standard processes have been reviewed to comply with non-quantitative treatment limits. Plan sponsors are responsible for ensuring that their plan designs are compliant with all applicable federal laws governing plan design, including MHPAEA.

Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.

The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.

Fees associated with claims processed during the runout period including without limitation subrogation fees, recovery fees, network access fees, will be charged during the runout period.

Subrogation services – The charge is 25% of gross subrogation recovery.

Overpayment Identification and Claims Prepayment Analysis Activities – The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, duplicates, contract compliance, and eligibility.

External appeals - The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $550 per external appeal for the service contracted with Anthem.

## Description of Anthem's Enhanced Personal Health Care Programs[1]

At Anthem Blue Cross and Blue Shield ("Anthem"), we believe that our health connects us all. We focus on developing long-term relationships that unite the siloes of healthcare—strengthening the bonds between patients and doctors, primary care providers, specialists, and hospitals —enabling seamless delivery of the right care at the right time.

We are committed to connecting our members to patient-centered care. What makes us unique is our approach to supporting delivery system transformation. Anthem incents providers through value-based payment and couples these incentives with a robust support system designed to assist practices in their transformation to patient-centered care.

Although there is growing broad-based support for a patient-centered care model, we understand that this shift will not happen spontaneously. Rather, it requires a concerted effort and active support from all key stakeholders in the delivery system to create an environment conducive for change. This includes:

- A redesign of current payment models to align financial incentives and to provide compensation for important clinical interventions that occur outside of a traditional patient encounter;
- Support for risk-stratified care management;
- Sharing meaningful information regarding patients that goes beyond the information captured in the physicians' medical record; and
- Providing physicians with the knowledge, information and tools they need to leverage the benefits of new payment models, along with support services and information exchange to help them transform the way they deliver care.

Anthem's Enhanced Personal Health Care programs are based on years of experience. Anthem has championed the patient-centered care model through our participation in patient-centered medical home programs across the country. The compelling results we saw in quality improvement and cost of care reduction convinced us to cement our commitment to patient-centered care. In our studies to date, we have observed improvement in compliance with evidence-based guidelines and a reduction in avoidable, unnecessary admissions and ER visits, along with measured maintenance or improvements in the quality of health care services.

Our Enhanced Personal Health Care programs are built upon the success of our patient-centered medical home programs and foster a collaborative relationship between Anthem and the contracted Provider. This relationship enables both the health benefits administrator and the Provider to leverage the other party's unique assets whether through clinical, administrative, or data expertise; and together, this partnership supports coordinated care with a focus on risk stratified care management, wellness and prevention, improved access and shared decision-making with patients and their caregivers.

We offer this Program Description to give you important information regarding Enhanced Personal Health Care program operations, including the methodology used to charge the employer and details about the reconciliation process. Our intent is to provide you with an easy to understand description of the key elements of the Program.

[1] This document is intended to be a description of the Payment Innovation Programs offered by Anthem Blue Cross Blue Shield. This document does not include a description of provider incentive programs offered or administered by the Blue Cross Blue Shield Association or any other Blue Cross and/or Blue Shield Plans.

**Program Description:**

- These programs reward Providers (which may include Vendors) for successfully managing the quality and overall health care costs of Anthem members.
- These programs pay performance incentives, rewards, or bonuses (including shared savings) to Providers based upon the Providers' achievement of certain cost, quality, efficiency, or service standards and/or metrics.
- Some providers may also receive a clinical coordination payment for the clinical services they provide outside of a traditional office visit. Those services could include care planning, maintaining health registries, enhancing access (such as responding to emails or offering web-based visits) or following up with patients via phone or email to make sure that they fill new prescriptions. To participate in the Enhanced Personal Health Care program, Providers must meet consistent value-based criteria, which include, but are not limited to, the following:
    - 24/7 availability through extended hours and/or after hours call
    - Participation in our aligned care management and disease management model
    - Established, dedicated roles within the practice to support this program
    - Use of the Anthem's Member Medical History Plus (MMH+) system that provides a picture of the services patients may have received outside of the provider's practice
    - Use of a registry function to effectively manage their patient population and support population health management
    - Use of generic Rx substitutes where clinically appropriate
    - Achievement of appropriate performance on nationally-endorsed quality measures
    - Encouragement of the use of electronic medical records (EMR)
    - Some larger and/or more sophisticated providers have the capability to take on increased accountability as well as an adequate pool of patients for purposes of the shared savings model. These organizations, which may call themselves accountable care organizations (ACOs) or integrated health systems, are willing to assume the full risk of managing their patients independently, and typically have the following attributes:
        - a formal legal structure to receive and manage risk sharing;
        - a well-documented plan for improving patient safety, health status and reducing the cost of medical care;
        - a commitment to deploying an IT platform, including an electronic medical record and care management solution, supporting the capture, electronic exchange and analysis of clinical information across ambulatory, inpatient and ancillary (lab, imaging, eRx, etc.) settings and sharing key clinical data with Anthem;
        - the capability to assume a primary role in care planning and care management with support from Anthem resources for more complex patients;
        - strong physician leadership committed to a patient-centered care model and empowered to drive change across the provider organization.

## Methodology Used To Charge The Employer:

- We use a method we call "attribution" to match members with their providers. The foundation of attribution is to recognize existing provider relationships.
    - Attribution is used to identify the provider's patient population, defining which members the provider is responsible for and including those members on provider reports.
    - Attribution is the foundation for clinical coordination payments as well as shared savings calculations and payments.

- We use one of two processes for attribution, depending on the type of product in which the member is enrolled:
    - For products that do not require the selection of a primary care physician (PCP), such as Open Access PPO products, patients are attributed to the Provider they have seen most frequently in a 24-month period based on claims data. In case of a tie, priority will go to the Provider with whom the member has had the longest relationship. Attribution is updated quarterly based on updated claims and reconciled with eligibility each month.
    - For products that require the selection of a primary care physician, members will be attributed to the provider they select as a primary care physician. The attribution is updated monthly to reflect the selection.

- To understand how the Employer is charged, it is helpful to first understand how savings are calculated and how the Provider's share of the savings is determined.
    - First, we project the expected cost of health care services for attributed members, to establish a Medical Cost Target (MCT), by reviewing risk-adjusted historical claims costs for the Provider or a group of Providers and trending those costs forward. We sometimes group Providers together to ensure that the medical cost target is calculated on the basis of a statistically valid pool of patients.
    - Then the actual risk-adjusted costs incurred during the year are compared with the medical cost target. If the actual costs are less than the medical cost target and the Provider meets a quality threshold, then the Provider becomes eligible to receive a portion of the savings. If a Provider does not meet the quality threshold, the provider is NOT entitled to any bonus payment, regardless of the savings generated.
    - If the Provider meets the quality threshold and therefore is eligible to earn a performance bonus, the amount of the bonus will vary based on the Provider's performance on the quality measures. The higher a Provider's quality scores, the larger the bonus the Provider will receive, subject to a maximum payment amount. The expectation is that the Employer will also benefit from the lower overall costs.
- Provider performance bonuses are funded by the Employer through a fixed Per Attributed Member Per Month (PaMPM):
    - This is the amount we actuarially determine to cover the cost of the provider performance bonus.
    - This amount will be updated periodically based on Anthem's book of business.

## Reconciliation Process:

- All money collected for the Enhanced Personal Health Care programs will be used only for Enhanced Personal Health Care payments to Providers.

- Under the Fixed Per Attributed Member Per Month method, the charge to the Employer will be updated periodically based on experience and actuarial projections. Reconciliation will be completed periodically based on Anthem's self- insured book of business. Any surplus or shortfall will be applied to those forecasts when setting the future payment innovation payment.

    - Anthem may make additional payments to Providers or Anthem may receive payments from Providers based on the outcome of the measurement period. As a result of these periodic settlements with Providers, Anthem will adjust the fixed Per Attributed Member Per Month to reflect these settlements with Providers. Please note that member cost shares will not be affected by these settlements with Providers.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. trades as Anthem Blue Cross and Blue Shield in Virginia, and its service area is all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. In Wisconsin: Blue Cross Blue Shield of Wisconsin (BCBSWi), which underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation (Compcare), which underwrites or administers the HMO policies; and Compcare and BCBSWi collectively, which underwrite or administer the POS policies. Independent licensees of the Blue Cross and Blue Shield Association. © ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-517**
**ATTACHMENT: CIGNA DENTAL COVERAGE AGREEMENT LETTER**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill approves a one year contract with CIGNA to provide dental insurance coverage for City employees.

**DISCUSSION:**
In 2015, the City let a bid for dental, vision, life, and health insurance services for a five-year period. CIGNA provided the lowest and best bid for dental insurance coverage with a two-year price guarantee. The price for this service is then negotiated in the following years, based on actual claims experience.

CIGNA submitted a renewal with no increase for 2019 coverage and a rate guarantee with a cap of no more than a 5% increase for 2020 coverage. The total *monthly* premium cost for single coverage will remain the same at $28.58. The employee is responsible for 30% of the monthly premium or $8.58. The City pays 70% or $20.00 per month.

The total *monthly* premium cost for family coverage will remain unchanged at $76.00. The employee is responsible for 35% of the monthly premium or $26.60. The City pays 65% or $49.40 per month.

The contract will begin on January 1, 2019.

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

**COUNCIL BILL NO. 2018-517** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A', by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

Cigna

# City of Joplin

*Guaranteed Cost Funding*
*Non-Participating*
*January 01, 2019 - December 31, 2019*

| Tier | Expected Lives | Current Rates | Renewal Rates* |
|---|---|---|---|
| **Dental PPO - Plan 1** | | | |
| Employee Only | 195 | $28.57 | $28.57 |
| Employee + Family | 278 | $75.99 | $75.99 |
| Annual Cost | 473 | $320,356 | $320,356 |
| **Percent Change (Current vs Renewal)** | | | **0.00%** |

**The above quoted rates include 0.00% Health Insurance Assessment fees (PPACA).*
**The above quoted rates do not include any commissions.*

| | | | |
|---|---|---|---|
| **Total** | **473** | **$320,356** | **$320,356** |
| **Percent Change (Renewal vs Current)** | | | **0.00%** |

*The above quoted rates include a rate cap of 5.0% on the 1/1/20 renewal increase.This rate cap does not include the cost of the Health Insurance Assessment fee (PPACA).*

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-518**
**ATTACHMENT: SYMETRA LIFE INSURANCE CONTRACT**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill approves a two-year contract with Symetra to provide life insurance coverage for City employees.

**DISCUSSION:**
In 2015, the City let a bid for dental, vision, life and health insurance services for a five-year period. Symetra provided the lowest and best bid for life insurance coverage. The price for these services is negotiated in the following years, based on the city's demographics and claims.

Symetra submitted a renewal increase of 17% for basic life coverage for 2019 and a rate guarantee of no further increase for 2020 coverage. The current life insurance rates are $.118 per $1,000, which will increase to $.135 per $1,000 of coverage. The increase is only in the basic life insurance coverage, which does not include the voluntary supplemental coverage. The estimated annual increase is $5,800.00.

The contract will begin on January 1, 2019 for two years.

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

**COUNCIL BILL NO. 2018-518** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

SYMETRA

Symetra Life Insurance Company
P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Benefit Administrator
City of Joplin
address line 2
address line 3

Re: Policy 01-016842-00
January 01, 2019

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

The Increase to your group is due to high manual rates and unfavorable experience data. In the most recent period, Basic Life is running at 203% and Supplemental Dependent Life is running at 316%. The experience data is 30% credible, so your renewal rate is weighted more heavily on manual ratings which have increased significantly since presale due to the eligible population decreasing in size and an increasing average age.

Effective 1/1/2019 your renewal rates are as follows: :

| | Lives | Volume | Current Rates | Renewal Rates |
|---|---|---|---|---|
| Basic Life | 499 | $28,266,000.00 | $0.098 | $0.115 |
| Basic AD&D | 499 | $28,266,000.00 | $0.020 | $0.020 |
| Supplemental Employee Life | 282 | $13,985,000.00 | Step-rates* | Step-rates* |
| Supplemental Spouse Life | 140 | $3,475,000.00 | Step-rates* | Step-rates* |
| Supplemental Child Life | 134 | $1,340,000.00 | $0.070 | $0.070 |

| | Current Monthly Premium | Renewal Monthly Premium | Percent Change |
|---|---|---|---|
| Basic Life | $2,770.07 | $3,250.59 | **17%** |
| Basic AD&D | $589.62 | $589.62 | **0%** |

Symetra® is a registered service mark of Symetra Life Insurance Company.

| | | | |
|---|---|---|---|
| Supplemental Employee Life | $2,169.73 | $2,169.73 | 0% |
| Supplemental Spouse Life | $488.50 | $488.50 | 0% |
| Supplemental Child Life | $93.80 | $93.80 | 0% |

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

If you have any questions regarding this renewal information, please contact me or Segal Consulting. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

0

Regional Service Specialist
(phone number)
Symetra

_____
date

cc: Segal Consulting

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number: 01-016842-00

Policyholder: City of Joplin

Effective Date of Premium Rates: January 01, 2019

| Coverage | Monthly Rate |
|---|---|
| Basic Life | $0.138 |
| Basic AD&D | $0.020 |
| Supplemental Employee Life | Step-rates* |
| Supplemental Spouse Life | Step-rates* |
| Supplemental Child Life | $0.070 |

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

Supplemental Employee Life Step-rates are as follows:

| | Current: | Renewal: |
|---|---|---|
| **Age** | **Rate per $1,000** | **Rate per $1,000** |
| < 25 | $0.050 | $0.050 |
| 25-29 | $0.050 | $0.050 |
| 30-34 | $0.050 | $0.050 |
| 35-39 | $0.080 | $0.080 |
| 40-44 | $0.120 | $0.120 |
| 45-49 | $0.190 | $0.190 |
| 50-54 | $0.330 | $0.330 |
| 55-59 | $0.530 | $0.530 |
| 60-64 | $0.710 | $0.710 |
| 65-69 | $1.110 | $1.110 |
| 70-74 | $1.670 | $1.670 |
| 75 + | $2.900 | $2.900 |

Supplemental Spouse Life Step-rates are as follows:

| | Current: | Renewal: |
|---|---|---|
| **Age** | **Rate per $1,000** | **Rate per $1,000** |
| < 25 | $0.050 | $0.050 |

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| | | |
|---|---|---|
| 25-29 | $0.050 | $0.050 |
| 30-34 | $0.050 | $0.050 |
| 35-39 | $0.080 | $0.080 |
| 40-44 | $0.120 | $0.120 |
| 45-49 | $0.190 | $0.190 |
| 50-54 | $0.330 | $0.330 |
| 55-59 | $0.530 | $0.530 |
| 60-64 | $0.710 | $0.710 |
| 65-69 | $1.110 | $1.110 |
| 70-74 | $1.670 | $1.670 |
| 75 + | $2.900 | $2.900 |

Rates will be guaranteed until 1/1/2021 unless there is a change in benefits, eligibility, or an Associated Company is added.

Premium rate adjustments due to change in age are effective on the policy anniversary following the date of change.

SYMETRA LIFE INSURANCE COMPANY

Margaret Meister

BY: Margaret Meister, President

Date: 8/20/2018

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

SYMETRA

Symetra® is a registered service mark of Symetra Life Insurance Company.

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-519**

**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENT: GUARDIAN DISABILITY INSURANCE CONTRACT**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

## INTRODUCTION:

This Council Bill approves a two-year contract for disability insurance coverage for non-public safety employees.

## DISCUSSION:

In 2015, the City let a bid for disability insurance coverage for general employees as a new benefit. The pension plan also carries similar disability insurance for public safety employees. Guardian provided the lowest and best bid for this benefit. The price for these services is negotiated in the following years, based on the city's demographics and claims.

Guardian submitted a renewal with no increase for 2019 coverage and a rate guarantee of no increase for 2020 coverage. The current disability insurance rate is $.29 per $100 of coverage.

This contract will begin on January 1, 2019 for two years.

## RECOMMENDATION:

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

**COUNCIL BILL NO. 2018-519** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Guardian to provide disability insurance coverage for general City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Guardian to provide disability insurance coverage for general City employees on behalf of the employer, the City of Joplin.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated here in as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves disability coverage for non-public safety employees effective May 1, 2015.

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"




**RENEWAL INFORMATION FOR**

**CITY OF JOPLIN**
GROUP PLAN # 00513166

**RENEWAL PERIOD**
**January 1, 2019 - December 31, 2019**


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# What you'll find in this package


| RENEWAL INFORMATION | PAGE |
|---|---|
| Renewal Premiums At-a-Glance | 1 |
| Renewal Rates At-a-Glance | 2 |
| Long Term Disability Details | 3 |
| Appendix | 4 |





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# Renewal Premiums At-a-Glance

| EMPLOYER-SPONSORED COVERAGE | | |
|---|---|---|
| **Coverage** | **Current Annual** | **Renewal Annual** |
| **Long-Term Disability** | $33,983 | $33,983 |

## KEY POINTS OF INFORMATION REGARDING PLAN PRICING

- Product-specific rates shown in this package have been determined based on a number of factors, including employee age and gender, group location, changes in group size and claims experience (when applicable)

# Renewal Rates At-a-Glance

**This plan is currently offered for Insurance Class 1**

**Good news ! There is a 2 year rate guarantee on this plan**

| LTD PLAN RATES | | | | |
|---|---|---|---|---|
| | CURRENT | | RENEWAL | |
| Volume | Monthly Rate | Annual Premium | Monthly Rate | Annual Premium |
| $976,535 | $0.290/$100 | $33,983 | $0.290/$100 | $33,983 |

# Current Long Term Disability Plan Information

**This plan is currently offered for Insurance Class** 1

| PLAN BENEFITS SUMMARY | |
|---|---|
| **Monthly Benefit** | 50% to $5,000 |
| **Elimination Period** | 90 days |
| **Benefit Duration** | To Age 67/Adea |
| **Own Occupation Period** | Own Occ/Any Occ Mo Ben |
| **Gainful Occupation** | 60% |
| **Pre-Existing Conditions** | 3/12 Exclusion |
| **Mental Nervous** | 2 years |
| **Substance Abuse** | 2 years |
| **Cost of Living (COLA)** | N/A |
| **Survivor Benefit** | 3 months |
| **Integration** | Full Family |
| **Rehabilitation Benefit** | Mandatory Rehab |

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

# Additional information on your Guardian coverage

## Long Term Disability

After recalculating your age adjusted Long Term Disability rates, we are pleased to let you know that your current rates will be retained for the coming plan year. While the rates per $100.00 of LTD benefit has not changed, the amount you pay from year to year may increase due to changes in age among your employees.

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM:** Council Bill No. 2018-520 approving an Agreement for audit services

**ATTACHMENTS:** Copy of Council Bill No. 2018-520; Copy of Agreement; Bid Tabulation.

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**

This Council Bill approves the Audit Services Agreement for the audit of the City's general-purpose financial statements, the Single Audit, the Police and Fire Pension Audit, and the Joplin Regional Airport's Passenger Facility Charge (PFC) Program for the fiscal year ended October 31, 2018. The cost for the first year is $71,500.00. The Agreement is renewable, at the City's option, for each of the four (4) subsequent years.

**DISCUSSION**:

Section §2.14 of the City Charter requires an annual audit of the financial statements of the City government by a certified public accountant or firm of certified public accountants. Cochran Head Vick & Co., P.C. has audited the City of Joplin records for the past thirteen years. Prior to that time period, KPMG audited the City of Joplin records for nine years. On August 23, 2018, the City developed a "Request for Proposal" (RFP) for Professional Auditing Services which was mailed to various Certified Public Accounting firms. A legal notice for "Professional Auditing Services" was published in the Joplin Globe inviting proposals from qualified organizations to provide auditing services to the City. The bid was sent to six accounting firms. Two firms responded to this RFP. After reviewing the proposals, two were found to be conforming bids.

The bids were analyzed separately by three Finance Department staff members and the ratings were averaged based on a combination of technical qualifications and cost.

**RECOMMENDATION**:

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

**COUNCIL BILL NO. 2018-520 ORDINANCE NO.**

AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional auditing services; and,

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

Section 1. That the Agreement by and between the City of Joplin and Cochran Head Vick & Co. to provide auditing services in accordance with the proposal received September 24, 2018 for the fiscal year ending October 31, 2018 with an option to renew for a period of four (4) years at the City's option in the amount of $71,500.00 for the first year, is hereby approved.

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

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

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT “A”

City of Joplin
602 South Main Street
Joplin, MO 64801
417-624-0820 ext 251

Cochran Head Vick & Co. PC
1251 NW Briarcliff Parkway Suite 125
Kansas City MO 64116
816-453-7014

# AGREEMENT

**THIS AGREEMENT**, made and entered into this _____ day of _____, 2018, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main Street, Joplin, Missouri and Cochran Head Vick & Co. PC, hereinafter referred to as the "Auditor."

**WITNESSETH:**

**WHEREAS**, the City of Joplin desires to engage the Auditor to render certain services hereinafter described in Request For Proposal **2018-RFP-09** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Auditor submitted a proposal dated September 24, 2018 which proposal is attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, the Auditor has become the lowest and best Offeror for performing the services listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C;

**NOW, THEREFORE**, the parties to the contract agree to the following:

1. The City agrees to engage the Auditor and the Auditor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Auditor in accordance with the prices and terms set forth in Exhibit B, $71,500.00 for year one, for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Auditor shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

7. **Termination:** If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

8. **Assignment:** The Auditor 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 Auditor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly

subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City unless required by law, subpoena or professional standard.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Finance Department. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Auditor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated,

in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's proposal. Therefore, the Auditor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Auditor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employees/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 Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The 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 is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the 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.

15. The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Auditors:** If the Auditor is a foreign corporation or non-resident Auditor, it is agreed that the Auditor shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

18. Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Auditor further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Auditor's Responsibility for Subcontractors**: It is further agreed that Auditor 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. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

(A) In no event shall the City, its agents and employees, be liable to the Auditor 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, its agents and employees, shall be limited to the amount of money to be paid or received by the City under this contract.

(B) The Auditor shall defend, indemnify, and hold the City, its agents and employees, harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Auditor arising out of or in any way connected with this contract. Auditor further agrees to defend, indemnify, and hold the City, its agents and employees, harmless from and against any claims, losses, and liabilities arising out of the award of this contract to the Auditor.

(C) The Auditor assumes full responsibility for relations with Subcontractors, and shall defend, indemnify and save harmless the City, its agents and employees, from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence

(whether sole, concurrent, or otherwise) on the part of the City, its agents or employees.

(D) The Auditor shall indemnify and hold the City, its agents and employees, harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

21. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Chapter 105 shall not be violated.

22. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

23. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. **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.

25. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Finance Department, 602 South Main Street, Joplin, Missouri, 64801 and the Auditor at 1251 NW Briarcliff Parkway, Suite 125, Kansas City, MO 64116. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the date first above written.

**CITY OF JOPLIN, MISSOURI**

By:_____

Sam Anselm, City Manager

AUDITOR

_____

Company Name

By:_____

Signature

Name:_____

Print or type

Title:_____

CERTIFICATE OF DIRECTOR OF FINANCE:

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

# CITY OF JOPLIN, MISSOURI




# Cost Proposal - #2018-RFP-09
# For
# Professional Auditing Services

**Submitted By:**
**COCHRAN HEAD VICK & CO., P.C.**
**1251 NW Briarcliff Parkway, Suite 125**
**Kansas City, MO 64116**
**(816) 453-7014**

## TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR THE 2018 ENGAGEMENT

**$71,500**

The proposer certifies that the person signing the proposal is entitled to represent the firm and empowered to submit the bid and authorized to sign a contract with the **City of Joplin, Missouri.**

Signature of Official _____

Name and Title: David L. Cochran, CPA – President

Firm: Cochran Head Vick & Co., P.C.

Date: September 24, 2018

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**APPENDIX B**
**PROFESSIONAL AUDIT SERVICES**

---

**PART 1 OF 4 - OFFER AND SCHEDULE OF PROFESSIONAL FEES – FOR THE AUDIT OF THE FINANCIAL STATEMENTS FISCAL YEARS ENDING OCTOBER 31, 2018, 2019, 2020, 2021, and 2022**

***ALL SERVICES DESCRIBED IN THE REQUEST FOR PROPOSAL- PART TWO***
***TOTAL ALL-INCLUSIVE MAXIMUM PRICE****

| | |
|---|---|
| 2018 Audit Services | $65,000** |
| Separate PFC Audit | 2,000 |
| Separate Pension Plan Audit | 4,500 |
| 2019 Audit Services | $65,000** |
| Separate PFC Audit | 2,000 |
| Separate Pension Plan Audit | 4,500 |
| 2020 Audit Services | $66,950** |
| Separate PFC Audit | 2,060 |
| Separate Pension Plan Audit | 4,635 |
| 2021 Audit Services | $68,959** |
| Separate PFC Audit | 2,122 |
| Separate Pension Plan Audit | 4,774 |
| 2022 Audit Services | $71,028** |
| Separate PFC Audit | 2,186 |
| Separate Pension Plan Audit | 4,917 |

* ***We will also provide , at no cost to the City, twenty (20) hours of consultation during each year, to be used at the City's discretion.***

** **The Audit Services fees include a single audit of up to two (2) major programs. If additional major programs are required to be audited an additional fee of $3,500 per additional major program shall apply.**

**PART 2 OF 4 -OFFER AND SCHEDULE OF PROFESSIONAL FEES FOR ADDITONAL SERVICES, IF REQUESTED BY THE CITY**

| | 2018 Standard Hourly Rates | 2018 Quoted Hourly Rates |
|---|---|---|
| Partners | $220 | $180 |
| Managers | 180 | 150 |
| Seniors | 150 | 125 |
| Other supervisory staff | 150 | 125 |
| Staff | 115 | 90 |

**PART 2 OF 4 -OFFER AND SCHEDULE OF PROFESSIONAL FEES FOR ADDITONAL SERVICES, IF REQUESTED BY THE CITY**

The Offeror agrees not to increase the quoted hourly rates by more than the following percentages for each successive one-year extension to the contract term:

2019 ___0*___ percent of the 2018 quoted hourly rate

2020 ___3*___ percent of the 2019 quoted hourly rate

2021 ___3*___ percent of the 2020 quoted hourly rate

2022 ___3*___ percent of the 2021 quoted hourly rate

We understand that upon award of Contract we are required to and will provide a Certificate of Insurance for our Professional Liability and Errors and Omissions insurance. We further understand that upon award of contract that the City of Joplin will provide us with a certification form regarding debarment, suspension, ineligibility and voluntary exclusion required by the U.S. Department of Labor that we are required to complete and provide to the City of Joplin.

**PART 3 OF 4 -OFFER GUARANTEES**

1.0 The Offeror certifies it can and shall provide and make available, at a minimum, all services set forth in Part Two – Scope of Work.

2.0 The Offeror has read Appendix D, Special Provisions, and Appendix E, Additional Terms, and agrees that the rights and prerogatives as detailed in that appendix are retained by the City.

**PART 4 OF 4 -OFFER WARRANTIES**

1.0 Offeror warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3.0 Offeror warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.

4.0 Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

This offer, as detailed in Appendix C, Parts 1 through 5, is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposal.

The undersigned offeror agrees to provide services in accordance with the terms and conditions specified in the Request for Proposal, and to enter into the City's Standard Form of Contract (Appendix F), which shall embody such terms and conditions, if this offer is accepted in whole or in part within the period of time specified above for acceptance of proposals.

**IF THE OFFEROR IS TAKING EXCEPTION TO ANY OF THE TERMS, CONDITIONS AND PROVISIONS OF THE CITY'S STANDARD FORM OF CONTRACT AND THIS REQUEST FOR PROPOSALS, SUCH EXCEPTIONS SHALL BE CLEARLY NOTED AND DETAILED IN AN ATTACHMENT TO THIS APPENDIX. OTHERWISE, THE CITY WILL NOT CONSIDER ANY EXCEPTIONS TO ITS STANDARD FORM OF CONTRACT.**

Offeror: Cochran Head Vick & Co., P.C.

By: _____

Name (Please type): David L. Cochran, CPA

Title: President

Firm: Cochran Head Vick & Co., P.C. Date: January 24, 2018

MASTER COPY

# CITY OF JOPLIN, MISSOURI




## RFP #2018-RFP-09
## Technical Proposal
## For
## Professional Auditing Services

**Submitted By:**
COCHRAN HEAD VICK & CO., P.C.
1251 NW Briarcliff Parkway, Suite 125
Kansas City, MO 64116
(816) 453-7014

**Contact Persons:**
David Cochran, CPA

**September 24, 2018**

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- Additional Relevant Information
- Resumes and Continuing Professional Education

CHV & Co

COCHRAN HEAD VICK & CO., P.C.

*Certified Public Accountants*

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 453-7014
Fax (816) 453-7016

Other Offices in
Missouri and Kansas

September 24, 2018

Ms. Leslie Haase, Finance Director
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Re: Audit – RFP #2018-RFP-09

**Cochran Head Vick & Co., P.C. (CHV)** is pleased to submit our proposal to serve as independent auditors for the City of Joplin, Missouri (the City) for the fiscal year ending October 31, 2018 with the option, if exercised by the City, of auditing its financial statement for each of the four (4) subsequent fiscal years (October 31, 2019, 2020, 2021, and 2022).

It is our understanding the audit will encompass the-

- Audit of the City's basic financial statements - CAFR
- Single Audit
- Assisting the City in meeting the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting
- Audit of the City of Joplin's Passenger Facility Charge- Separate Report
- Audit of the City of Joplin's Police and Fire Pension Plan – Separate Report

The audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act of 1996, and the provisions of the Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, and the related OMB Compliance Supplement, and applicable state and local laws. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement(s). The audit will include examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit will also include assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. The accounting and reporting principles promulgated by the Governmental Accounting Standards Board will be applied.

Upon completion of the engagement, we will issue the following reports:

- Audit reports on the basic financial statements,
- Report on compliance and internal control over financial reporting on the audited financial statements,
- If required, Single Audit report and report on compliance and internal control over compliance applicable to each major federal program, and
- Required communications and management letters.

We can fulfill not only your independent audit needs but can additionally provide a variety of consulting skills. To summarize our strengths, you should select us because of:

- Our extensive local governmental experience,
- Our extensive single audit experience,
- Our experience in assisting governmental entities in obtaining the GFOA Certificate of Achievement,
- Our successful experience in assisting local governments in the implementation of Government Accounting Standards Board (GASB) Pronouncements,
- Our engagement team's qualifications,
- Our audits being performed effectively and efficiently at a high level of technical performance standards,
- Our ability to adhere to agreed upon timetable, due dates, and budgets,
- Our ability to provide governmental consulting services at a local level, and
- Our quality of professional service as demonstrated by our peer review.

We are cognizant of the time requirements and have the necessary resources to provide the requested services within the requested time period.

Our proposal is a firm and irrevocable offer for 90 days and the proposer certifies that the person signing this proposal is authorized to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Joplin, Missouri.

**The bottom line is we truly want your business.** It is our sincere intent to serve you with the utmost professional competence, offering the full resources of our Firm. You will receive the best service and attention that our firm has to offer.

Very truly yours,
COCHRAN HEAD VICK & CO., P.C.

By: David L. Cochran, CPA
For the Firm

## INDEPENDENCE

CHV is an independent certified public accounting firm and as such is independent of the City as defined by the American Institute of Certified Public Accountants under generally accepted auditing standards and the provisions of *Government Auditing Standards* promulgated by the U.S. Government Accountability Office.

We have had no professional relationship involving the City for the past five (5) years except for Cochran Head Vick & Co., P.C. serving as the City's independent auditor for several years. Consequently, we do not have any conflict of interest relative to performing the proposed audit. If any professional relationship develops, other than performing the audit, we will provide written notice to the City.

## LICENSE TO PRACTICE IN MISSOURI

Our firm and our key professional staff members of our client service team are properly licensed as Certified Public Accountants in the State of Missouri and hold appropriate permits to practice issued by the State of Missouri Board of Accountancy.

## FIRM PROFILE AND HISTORY

**Cochran Head Vick & Co., P.C.**
**1251 NW Briarcliff Parkway, Suite 125**
**Kansas City, MO 64116**

Phone: 816-453-7014
Web Site: www.chvcpa.com
Email: cochran.d@chvcpa.com

**CHV has successfully provided professional services primarily throughout Missouri and Kansas continuously since 1975.** We began with one client and one office in Kansas City, Kansas. With our hard work and our reputation of providing exemplary services, we pride ourselves in having grown to be one of the larger locally owned certified public accounting and consulting firms in Missouri and Kansas.

We currently have seven (7) offices located in Northwest Missouri, Mid-Missouri, and Northeast Kansas. Our office located at 1251 NW Briarcliff Parkway, Suite 125, Kansas City, MO will be the office from which the work will be performed.

Today CHV employs approximately sixty (60) associates, which consist of thirty-one (31) CPA's, twenty (20) paraprofessionals, and nine (9) administrative personnel). Seventeen (17) of our highly skilled CPA's and paraprofessionals make up our Governmental and Not-for-Profit Audit Team. We plan on staffing this engagement with only full time members of our Governmental Service Team. On page 9 of this proposal we list the names of our professional staff that will be assigned to this engagement.

Audit Team Highlights:

- Two (2) professionals of our Government Service Team are current reviewers for the **GFOA Special Review Committee**.
- One (1) of our specialists has completed and passed the intensive AICPA single audit examinations and was awarded the intermediate and advanced **AICPA Single Audit Certification.**
- One (1) of our specialists is a member of the **AICPA Not-for-Profit Section**.
- One (1) of our specialists has completed and passed the intensive AICPA Not-for-Profit examination and was awarded the **AICPA Not-for-Profit Certification I and II.**

## QUALITY CONTROL POLICIES, PROCEDURES AND PEER REVIEW

CHV adheres to the professional standards policies and procedures of the American Institute of Certified Public Accountants Statement on Quality Control Standards, state CPA societies, state Boards of Accountancy, state statutes and other regulatory agencies where applicable.

Additionally, CHV is a member of the **American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center.** As a member, we must demonstrate, yearly, that our quality control standards specific to our governmental audit practice complies with the applicable professional standards and other Center membership requirements. Membership provides us with the best and up to date practices, guidelines, and tools that are available to perform quality governmental audits and better serve our clients.

In accordance with *Government Auditing Standards* and applicable professional standards, we participate in an external quality control review program.

CHV has received "Unqualified Report" or "Pass" in all of our peer reviews. Our firm's most recent peer review report is included on the next pages. CHV's peer review includes the reviews of our governmental audit practices. The peer review team selects specific governmental engagements that include a financial and compliance audit under the Uniform Guidance and other related Federal audit standards.

TB & Co.

**TROUTT, BEEMAN & CO., P.C.CERTIFIED PUBLIC ACCOUNTANTS**

## Report on the Firm's System of Quality Control

January 29, 2018

To the Owners of Cochran Head Vick & CO., P.C.
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. (the firm) in effect for the year ended July 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified are not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

1212 LOCUST
PO BOX 160
HARRISONVILLE, MO 64701
PHONE: 816-380-5500
FAX: 816-380-2580

13470 S ARAPAHO, SUITE 190
PO BOX 4078
OLATHE, KS 66063
PHONE: 913-764-1922
FAX: 913-764-8062

WWW.TBCO.NET

**Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. in effect for the year ended July 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Cochran Head Vick & CO., P.C. has received a peer review rating of pass.

Troutt, Beeman & Co., P.C.

**TROUTT, BEEMAN & CO., P C.**
Harrisonville, Missouri

## CERTIFICATE OF EXCELLENCE PROGRAM EXPERIENCE

We serve as auditors for many local governments that annually submit their Comprehensive Annual Financial Reports (CAFR's) to the Government Finance Officers Association (GFOA) for a *Certificate of Achievement for Excellence in Financial Reporting*. **Two (2) members of our Governmental Service Team are current reviewers for the GFOA Special Review Committee who evaluate reports for awarding the Certificate of Achievement for Excellence in Financial Reporting.**

## SINGLE AUDIT EXPERIENCE

The amount of monies provided by the Federal Government to governmental entities for various programs and projects has been an important source of revenues for a number of years. The entity that obtains a portion of these funds assumes an obligation to monitor its program compliance and have its programs audited by an independent certified public accountant.

We provide audits to numerous governmental entities which must comply with the Uniform Guidance. We have experience in not only auditing grant programs but assisting clients in obtaining grants, implementing systems and controls to ensure compliance with grant terms and evaluating programs.

**One (1) of our governmental specialists has completed and passed the intensive AICPA single audit examinations and was awarded the intermediate and advanced AICPA Single Audit Certification.**

**Single Audits – On average we audit forty to fifty (40 to 50) major programs each year.**

## PUBLIC / PRIVATE PARTNERSHIPS (P3's) EXPERIENCE

The private sector is playing an increasingly important role in producing goods and providing services that were once considered "public" services. P3's between the private sector and local governments have emerged as a viable benefit for governments to keep costs down. P3's often bring stronger managerial capacity, access to new technology, and specialized skills that governments cannot afford to develop on their own.

P3's are frequently used to develop, finance and manage energy and utility networks and services, extend telecommunications and transportation systems, construct and operate water, sewer, and waste treatment facilities, and provide health, education and other services. P3's cooperate in the provision of services and infrastructure through a variety of mechanisms including contracts and concessions, public-private joint ventures, and informal and voluntary cooperations.

CHV not only has experience working with governmental entities who have implemented the P3's system, but we also have clients in the private sector who participate in P3's. We are knowledgeable of the financial reporting aspects of these types of arrangements and can assist governments in the set-up of such financial reporting.

# PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

We have extensive experience in completing multi-unit engagements for many counties, cities and other governmental entities of all sizes. As an example of our ability to serve an entity such as yours, we have listed below a few clients for which we have served as auditors:

**Some Current Clients**

City of Grandview, Missouri
City of Harrisonville, Missouri
City of Joplin, Missouri
City of Joplin MO Firemen and Policemen Pension Fund
City of Lexington, Missouri
City of Monett, Missouri
City of Parkville, Missouri
City of Sugar Creek, Missouri
The Police Department of Kansas City, Missouri
Command and General Staff College Foundation
Mid-Continent Public Library
St. Joseph Public Library
St. Joseph Regional Port Authority
St. Joseph Gateway Transportation Development District
39th Street Transportation Development Corporation
Truman Marketplace Transportation Development Corporation
Tax Increment Financing Commission of Kansas City, Missouri – Cost Certifications
Economic Development Corporation of Kansas City, Missouri – Controllership Services
City of Raytown, Missouri – Controllership Assistance

**Some Former Client**

City of Blue Springs, Missouri
City of Branson, Missouri
City of Independence, Missouri
City of St. Joseph, Missouri
City of St. Joseph MO Police and Pension Fund
Buchanan County, Missouri
Clay County, Missouri
City of Fairway, Kansas
City of Leawood, Kansas
City of Lenexa, Kansas
City of Olathe, Kansas
City of Shawnee, Kansas
Leavenworth County, Kansas
Shawnee County, Kansas
Shawnee County Health Agency
St. Joseph Museums, Inc.
Unified Government of Wyandotte County/Kansas City, Kansas
Kansas Public Employees Retirement System
Missouri Lottery Commission
Kansas Lottery Commission
University of Kansas Center for Research, Inc.

## PERSONNEL ASSIGNED TO THIS ENGAGEMENT

We plan on staffing this engagement with only full time members of our Governmental Service Team. Additionally, many of the key personnel that will be assigned to your audit have worked together on many other engagements. The fact that they have worked together as an audit team means that the performance of the audit will be efficient and effective.

| | |
|---|---|
| Michael D. Keenan, CPA | Acting Engagement Partner |
| David L. Cochran, CPA | Engagement Partner – ProTem |
| Denny Hoskins. CPA | Review Principal |
| Brian Holst, CPA | Engagement Senior Manager |
| Clint Richardson, CPA | Senior Associate |
| Other Staff as Needed | Staff Associate |

We have included, in Appendix A of this proposal, the resumes and records of continuing education for each of the above named members.

### Other Staff

With the City of Joplin's approval, it is our desire to partner with local Joplin area firms, minority owned and women owned certified Public accounting firms to assist us by providing experienced audit staff. We have successfully partnered with firms many times during our 40 plus year history. Doing so, our clients have benefited from our combined experience and specialties from providing a wide range of services.

The following is a list of firms we desire to partner with-

- W. Ben Miller, CPA LLC – **Local Joplin Area Firm**
- Ralph C. Johnson & Company, CPA's – **Minority Owned Firm**
- EHC Certified Public Accountants – **Woman Owned Firm**

---

### Acting Engagement Partner – Michael D. Keenan, CPA

**Mr. Keenan, CPA**

- Licensed in Missouri, Kansas and North Carolina.
- Has over twenty-six (26) years of auditing experience primarily in governmental auditing.
- Member and reviewer of the GFOA Certificate of Achievement Review Committee.
- He will serve as the Acting Engagement Partner and technical specialist, providing his expertise as needed to the engagement team. He will be responsible for the development of the audit approach and detailed audit plan. He will be available to assist in resolving technical issues, consult with management, and respond to day-to-day inquiries that may arise during the engagement. He will work closely with the entire audit team throughout the audit.

## Engagement Partner Pro Tem – David L. Cochran, CPA

**Mr. Cochran, CPA**

- Licensed in Missouri and Kansas
- Has over forty (40) years of diversified experience, including extensive government and not-for-profit audit experience.
- He will be available in providing services to the City as requested. He will resolve technical issues and review the reports issued as a result of this engagement. He will be available to consult with management and respond to day-to-day inquiries that may arise during the engagement.

## Review Principal – Denny L. Hoskins, CPA

**Mr. Hoskins, CPA**

- Licensed in Missouri and Kansas
- Has over eighteen (18) years of experience in public accounting with primary emphasis in providing services to governmental and not-for-profit entities (including Single Audits).
- He will serve as the Review Principal and provide his expertise as needed to the engagement team. He will resolve technical issues and review the reports issued as a result of this engagement. He will be available to consult with management and respond to day-to-day inquiries that may arise during the engagement. He will work closely with the Engagement Partner Pro Tem and the Acting Engagement Partner.

## Engagement Senior Manager – Brian Holst, CPA

**Mr. Holst, CPA**

- Licensed in Missouri and Kansas
- Has over ten (10) years of auditing experience primarily in governmental auditing.
- Member and reviewer of the GFOA Certificate of Achievement Review Committee.
- Awarded the Intermediate and Advanced AICPA Single Audit Certification
- He will serve as the Engagement Senior Manager and technical specialist, providing his expertise as needed to the engagement team. He will be available to assist in resolving technical issues and perform a review of the reports issued as a result of this engagement. He will work closely with the entire audit team throughout the audit

## Senior Associate – Clint Richardson, CPA

**Mr. Richardson, CPA**

- Licensed in Missouri and Kansas
- Has over four (4) years of public accounting audit experience, primarily in auditing governmental and not-for-profit entities.
- He will work closely with the Engagement Senior Manager and the Staff Associates.

All of our professional staff that will be assigned to City audit meet the yellowbook CPE requirements, and therefore, have adequate training related to governmental and not-for-profit accounting and Federal grants. We will notify you regarding any change in partner, manager or supervisory staff assigned to the engagement.

## STAFF RETENTION

Cochran Head Vick & Co. P.C.'s Governmental and Not-For-Profit team and staff of professionals have worked together for many years on many engagements. We believe our turnover rate of our staff is better than many other local accounting firms. During the last three (3) fiscal years, the turnover rate at Cochran Head Vick & Co., P.C. has been as follows:

| | | |
|---|---|---|
| Partners | 1 out of 6 | Due to retirement |
| Managers | 1 out of 6 | |
| Seniors | 2 out of 4 | |
| Staff | 5 out of 20 | |

## AFFIRMATIVE ACTION

In recognition of its social, moral and economic obligations to all minority groups, we have for many years followed the policy that there shall be no discrimination with respect to economic opportunity within our Firm. It has been our intent and desire that race, color, religion, age, sex or national origin shall not be a factor in consideration of employment, promotion, transfer, recruitment, rates of pay or other forms of compensation, selection for training, demotion or separation. All decisions in these areas have been made without regard to factors enumerated above. Consequently, you can be assured that we are in compliance with the legal and administrative requirements of the Civil Rights Act of 1964, as amended, by Executive Order Numbers 11246 and 11141.

## PROFESSIONAL TRAINING

We have made the commitment to provide the U.S. Government Accountability Office (GAO) required governmental (Yellow Book) continuing professional education to **all** of our audit staff. Consequently, all professionals assigned to this engagement will meet or exceed the GAO training requirements. Each individual professional receives over forty (40) hours of formal continuing education guidance on an annual basis.

- Key members of our Governmental Services Group have been invited to speak on governmental accounting and auditing topics at meetings/conferences at:
  - Missouri Government Finance Officers Association
  - Western Missouri Government Finance Officers Association
  - Kansas Government Finance Officers Association
  - Missouri Association of County Auditors
  - The City of Kansas City, Missouri and organizations it supports

- Our firm has established an annual sixteen (16) to thirty-two (32) hour in-house governmental accounting and auditing course for our professional staff. We also invite our clients, at no charge, to attend these courses. Since the beginning of 2004, we have provided over 275 hours of continuing professional education to our clients.

# SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

## SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

As previously noted, our firm has substantial experience in providing professional services to counties and other local governmental entities. The following is a list of governmental entities for which we have provided auditing services:

---

Client: **City of Harrisonville, Missouri** – Population 10,000

Services: **CAFR**, annual Audits of the basic financial statements, including Single Audits for the years ended December 31, 2017 to present.

Annual Professional Hours: 350

Personnel: Engagement Partner – David L. Cochran, CPA
Engagement Senior Manager – Brian Holst, CPA

Client Contact: Marcella McCoy, Finance Director (816) 380-8920

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Client: **City of Grandview, Missouri** – Population 26,270

Services: **CAFR**, annual Audits of the basic financial statements, (with municipally owned sewer enterprise funds) including Single Audit for the years ended September 30, 2010 to present.

Annual Professional Hours: 320

Personnel: Engagement Partner – David L. Cochran, CPA
Engagement Senior Manager – Brian Holst, CPA

Client Contact: Cemal Gungor, City Administrator (816) 316-4845

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Client: **City of Sugar Creek, Missouri** – Population 3,345

Services: **CAFR**, annual Audits of the basic financial statements, including Single Audits for the years ended October 31, 2001 to present.

Annual Professional Hours: 240

Personnel: Engagement Partner – David L. Cochran, CPA
Engagement Senior Manager – Michael Keenan, CPA

Client Contact: Linda Martinovich, Finance Officer (816) 225-2850

| | |
|---|---|
| Client: | **City of Monett, Missouri** – Population 9,000 |
| Services: | Audits of the basic financial statements, including Single Audit for the years ended March 31, 2017 to present. |
| Annual Professional Hours: | 200 |
| Personnel: | Engagement Partner – David L. Cochran, CPA<br>Engagement Senior Manager – Michael Keenan, CPA |
| Client Contact: | Dennis Pyle, City Administrator - (417) 235-3355 |

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| | |
|---|---|
| Client: | **The Police Department of Kansas City, Missouri** |
| Services: | Audit of financial statements and Single Audit for the years ended April 31, 2008 to present. |
| Annual Professional Hours: | 600 |
| Personnel: | Engagement Partner – David L. Cochran, CPA<br>Engagement Manager – Michael Keenan, CPA |
| Client Contact: | Margaret Harman, Accounting Supervisor (816) 234-5354 |

# AUDIT PHILOSOPHY AND APPROACH

# AUDIT PHILOSOPHY AND APPROACH

## *Firm Philosophy*

Our philosophy in providing audit services is one which has at its core the ultimate purpose of providing parties who place reliance on audit services with reports and financial statements prepared in the highest of professional and ethical standards, and presented in accordance with the technical standards of the accounting and auditing profession and in compliance with laws and regulations. To that end, the following goals have been established:

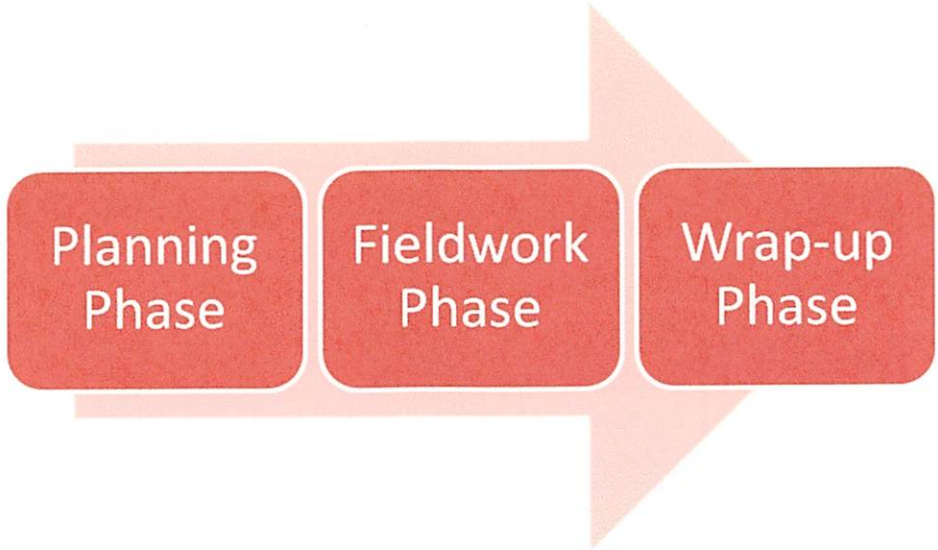
- To keep, of utmost importance and concern, the interest of those parties who place reliance on the audit report.
- To provide our clients with the highest quality of services at reasonable rates.
- To provide timely service.
- The Firm's partner in charge will always be available to review progress on any engagement and to consult with the client on the status of work.
- To, at all times, maintain the highest ethical and technical standards that have been established by the accounting profession.

The Firm's philosophy concerning retention of staff places emphasis on the following areas:

- To strive to employ and retain quality personnel by the creation of an enjoyable everyday work environment, keeping our employees' interest and career goals near the top of our personnel policies.
- To provide all personnel the opportunity for personal growth and achievement.

## *Audit Approach*

The audits of the financial statements will be performed in phases. The first phase is planning, including staff assignments as well as transition planning. The second phase is the fieldwork audit. The final phase is the wrap-up that will result in the issuance of our report on your financial statements.



## SPECIFIC AUDIT APPROACH

The firm has developed an audit risk model to enable us to perform effective and efficient audits. This model focuses on the significant and high risk aspects of an entity such as yours, and eliminates the typical inefficient tendencies to spend significant time examining transactions that have little or no importance to the financial statements as a whole.

### *Phase One – Planning Phase*

In the planning phase, we gain an understanding of your operations, evaluate the reliability of your internal controls, and identify any issues that may have audit significance. This phase includes reviewing the internal controls and risk assessment, including computer programs and computer technology security. Upon review of the system, the following additional planning procedures will be performed as required by all the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants:

- Document understanding of the external environment
- Document understanding of the internal environment
- Assess the control structure
- Identify potential accounting, auditing and reporting problems
- Estimate likelihood of material misstatement and establish benchmark for planning materiality
- Perform preliminary analytical review procedures
- Identify the accounting systems to be documented and evaluated
- Assess control risk
- Perform tests of controls
- Finalize audit approach
- Conduct planning meetings with the City Manager and Director of Finance
- Coordinate timing of the audit effort
- Schedule and conduct weekly status meetings with the City's Director of Finance and other appropriate City staff
- Discuss client assistance with the City Manager and Director of Finance
- Finalize time budget, staff plan, and work schedules

### *Phase Two – Fieldwork Phase*

The testing phase of the audit encompasses both tests of controls and substantive tests.

- **Tests of Controls** - Test compliance with established control procedures by ascertaining that the significant strengths within each system are functioning as described. Particular attention is placed on controls over the processing of information related to the major areas of audit concern. Also test for compliance with applicable laws, regulations and governmental policies.

- **Substantive Tests** - These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system, which appears on the financial statements. The extent of our detailed substantive work will be governed by the results of our tests of controls.

## *Phase Three – Wrap-up Phase*

The wrap-up phase includes overall review and evaluation of audit results. This consists primarily of:

- Review for contingencies
- Review for subsequent events
- Evaluate overall audit results
- Evaluate overall reasonableness of the financial statements (analytical procedures)
- Issue audit reports
- Issue and submit our management letter reporting on internal control, any management weaknesses observed, and legal compliance with responses by the affected department heads.
- Meet and report to the City Manager and Finance Director and other appropriate City Officials to review and clarify the City's financial statements before final presentation to the Mayor and City Council.
- The audit documentation for this engagement is the property of CHV and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CHV personnel.

## PROJECT MANAGEMENT APPROACH AND SUPERVISION

The engagement senior performs review of the audit sections performed by the engagement audit staff as the work is performed.

The engagement manager reviews all areas completed by engagement senior, and reviews predetermined areas of audit risk.

As the audit progresses, the engagement manager and senior will provide the City staff with weekly status reports to clarify progress on completion of the audit. Also, we request weekly meetings with the Director of Finance, Mr. Cochran and/or Mr. Keenan, and appropriate City staff to resolve technical issues and to monitor audit performance and compliance. During the final week of fieldwork the both the engagement partner and the concurring review partner will perform a detailed analysis and review of the financial statements, footnote disclosures and in-relation-to reports.

Draft copies of the basic financial statements, management letter, Single Audit report, and compliance reports will be provided to Management during the final week of fieldwork.

Before issuance of our final reports, our administrative staff will review the report for clarity, grammar and readability.

## SPECIFIC REQUIREMENTS OF THE ENGAGEMENT

In response to the specific requirements of the engagement, please note the following:

**a. & b. Proposed segmentation of the engagement and level of staff and number of hours assigned to each proposed segment of the engagement.**

**Audit of the City of Joplin, Missouri**
**Passenger Facility Charge and Police and Fire Pension Plan**

| | Staffing | | | | Estimated Hours | | |
|---|---|---|---|---|---|---|---|
| | Partner | Manager | Supervisory | Staff | Interim | Final | Total |
| Preliminary planning, analytical review, general procedures & administration | X | X | X | X | 28 | 28 | 56 |
| Systems evaluation including documentation and testing of the internal control structure and assessing control risk. | X | X | X | X | 25 | 25 | 50 |
| Development of tailored audit procedures | X | X | X | X | 20 | 10 | 30 |
| Substantive audit procedures | | X | X | X | 24 | 320 | 344 |
| Single Audit of up to two (2) major programs | X | X | X | X | 15 | 40 | 55 |
| Financial reporting and management letter | X | X | X | X | 15 | 50 | 65 |
| Total Hours | 55 | 105 | 150 | 290 | 127 | 473 | 600 |

**c. List of schedules, statements and documentation required to perform the audit.**

We will provide the City a detailed audit plan and a list of all schedules to be prepared by the City.

**d. Client prepared schedules and City staff support.**

Our firm is committed to the accounting profession's definition of independence which means that an auditor should not make management decisions or audit their own work. To that end, our proposal is based on the premise that City staff will prepare, when requested, supporting schedules and/or analyses for significant financial accounts or disclosures. Further, should questions arise about the application of significant accounting policies or their application, we would request the City to make clear the City's position on such issues and provide support for such a position.

**e. Sample size and the extent to which statistical sampling is to be used in the engagement.**

We intend to utilize a method of "probability proportional to size" statistical sampling as it relates to the financial aspects of the audit. We anticipate using statistical sampling in the area of payroll, expenditures and revenue.

**f. Extent of use of EDP Software in the engagement.**

We intend to utilize the City's EDP information system for testing of transactions, compliance, and analysis of transactions. We will evaluate the EDP system for internal controls, security and integrity. We will request that items such as the minutes, bond documents, procedures and policies be given to us in electronic media, whenever possible.

**g. Approach to be taken to gain and document an understanding of the City's internal control structure.**

The engagement will begin by acquiring the necessary understanding of the environment in which the City operates. This understanding will be accomplished by conducting interviews with management of the City on and reviewing:

- Prior year audit workpapers;
- Capital and operating budgets;
- Long-range plans;
- Financial systems;
- Legislative and applicable statutes;
- Recent financial statements;
- Organizational structure;
- Prior management letters; and
- In depth evaluation of the internal controls and risk assessment in accordance with all the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.

**h. Approach to be taken in determining laws and regulations that will be subject to audit test work.**

Both generally accepted auditing standards and *Government Auditing Standards* require that the auditor test compliance with laws and regulations that could have a material effect on the financial statements of the City as a whole and/or on the individual major Federal financial assistance programs.

The most critical step in the compliance audit is the development of an audit plan, which will accomplish the audit objectives for compliance with laws and regulations. Planning is normally the most overlooked aspect of the compliance audit. From identifying the basic strategy for the compliance audit to reporting the results of the compliance audit, the auditor is challenged to design an audit that addresses the applicable requirements and allows the auditor to report in accordance with standards.

Generally, we will be able to identify the laws and regulations that must be tested by:

- Inquiry of management personnel knowledgeable of the pertinent laws and regulations.
- Review of agreements or other grant documents.
- Review of the Single Audit Compliance Supplement.
- Review of the most recent state legislative changes.

**j. Approach to be taken in drawing samples for purposes of tests of compliance.**

Sampling will be necessary when performing compliance tests of the various Federal programs of the government. Because a significant element of compliance auditing is the testing of transactions for the specific allowability or eligibility of the transaction, sampling will be the most efficient approach.

The testing of control procedures in conjunction with the compliance tests dictates that the sample size should be related to the test of controls sampling plan. As previously discussed, we will utilize a method of "probability proportional to size" method in drawing the specific samples.

## TIMING

We would begin our planning of the audits immediately upon notification of being awarded the contract.

## Tentative timetable for the audit of the City of Joplin, Missouri:

***Phase One – Planning Phase***

- Pre-audit/entrance conference will be held and Interim work will performed in December 2018.

- Detailed audit plan and list of client prepared schedules will be provided on or before December 1, 2018.

***Phase Two – Fieldwork Phase***

- Final fieldwork will begin on approximately January 28, 2019, at a time convenient to the City, and will be completed on or before February 25, 2019. In addition, audit conferences will be held weekly with appropriate City staff to update progress on the engagement and resolve technical issues that may arise.

- Draft reports, including the single audit and recommendations to management, will be prepared and submitted for review by the City Manager and Director of Finance no later than March 1, 2019.

***Phase Three – Wrap-up Phase***

- Final reports and management letter will be delivered to the Director of Finance no later than April 15, 2019. Audit presentation to the City Council.

# APPENDIX A

# ADDITIONAL RELEVANT INFORMATION

# WHY YOU SHOULD SELECT OUR FIRM TO BE YOUR AUDITOR

## *Why we are Different*

Our firm's mission is to be a solution for clients and to provide reliable and professional services, the continuity of an experienced engagement team, personal attention from partners and managers, and a fast response time. **We believe combining our knowledge and experience in providing services to governmental entities will provide you with a value unmatched by any other firm.**

We believe there is not another firm in our area similar to **CHV**. We have over a forty (40) year history providing services to governmental clients in Missouri and Missouri. We are a local, hands-on firm that provides national-level skill and resources at a substantial saving to our clients on a comparative basis.

- **Communication Process**
  Typically during the course of the audit we have weekly meetings with members of your financial management team. These meetings establish a framework for a simple and rapid resolution of potential issues. **By identifying and resolving audit issues on a continuing basis, we help address issues before they develop into problems or "surprises" to management.**

- **Use of Technology in the Audit**
  Our audit process incorporates automated audit tools and workpapers to provide clients with timely information that is effective and efficient. Our risk-based audit methodology guides and tools assist us to identify inherent risks and control strengths.

  We maintain a library and have access to online reference materials provided by BDO Alliance USA, the American Institute of Certified Public Accountants and other professional and regulatory bodies.

- **Due Dates**
  We will meet the requested due dates. In the event that unexpected or unusual circumstances arise that might prevent us from meeting the due dates, we would discuss this with you at the time.

- **Continued Dialogue and Assistance**
  Your financial management and administrative personnel will have an opportunity for a continuous, year-round dialogue with our staff and specialists. It is our practice not to bill our clients for telephone consultation unless substantial research time is required. Fees for consultation requiring visits to client offices or substantial research would be agreed upon in advance, and at the same rates established in the schedule of fees.

- **Flexible Approach**
  The audit process does not have to be a stressful and time consuming process. We understand that you probably would rather not interrupt your daily activities to deal with auditors.

## ➢ Flexible Approach (Continued)

By planning and preparing we can help the audit process move efficiently and smoothly. There are several items you can focus on to help move the audit process along and help us get in and out without any disturbances.

In fact, with your and our planning, preparation, and today's technology, we are able to approach our audits in several ways:

1) Spend most of the audit time at your office and the remainder at our office, or
2) Spend a little of the audit time at your office and the remainder of time at our office.
3) Do our best with your help, to communicate what we need from you as auditors and when we need it. Then reach a reasonable approach to achieve this most important part of a smooth and timely audit.

Our office distance to the City of Joplin, Missouri should not be a factor. With today's technology and with your use of our secure client portals, we each can work remotely to achieve results. We can and will be at your office as often as you wish.

**If selected to be your auditor we will discuss with you the approach you would like us to take.**

**We will do everything we possibly can to make your audit process a smooth one.**

**We look forward to being selected as your auditor.**

## MEMBERSHIPS THAT ENHANCE OUR GOVERNMENTAL PRACTICE

BDO ALLIANCE USA

### Independent Member of the BDO Alliance USA

**CHV has been an independent member of the BDO ALLIANCE USA since 2006. BDO ALLIANCE USA** is a nationwide association of independently owned local and regional accounting and consulting firms sharing a dedication to exemplary client service.

As a member firm, the BDO Alliance USA allows us to:

- Enhance our client services and broaden our capabilities overall
- Expand our geographical coverage
- Gain greater technical knowledge in specialty areas
- Utilize professionals with experience in a wide range of industries
- Access the most up-to-date technical information
- Participate in the latest training programs
- Utilize state-of-the-art, customized computer systems
- Provide our clients with key business contacts throughout the US

**As a member we are able to access a level of expertise in specialties, vast resources, and technical expertise which are usually available only from large national and international CPA firms.**

**BDO USA, LLP is the seventh largest professional CPA firm in the United States.** BDO USA, LLP is the U.S. Member Firm of BDO International, the fifth largest accounting and consulting network in the world. Established in 1910 BDO USA, LLP provides assurance, tax, financial advisory and consulting services to private and publicly traded businesses. For over 100 years, BDO has provided quality service and leadership through the active involvement of its most experienced and committed professionals.

BDO USA, LLP serves clients, including governmental and not-for-profit entities, through 60 offices and more than 400 independent alliance firm locations nationwide. As an independent member firm of BDO International, BDO USA, LLP serves clients by leveraging a global distribution network of resources comprised of nearly 1,401 member firm offices in 158 countries.

Our relationship with BDO and the other alliance firms is similar in some respects with that of a single large firm. We both receive assistance from and provide assistance to the BDO offices and the alliance firms. This assistance most often takes the form of providing services such as assistance in audit and related work and the sharing of research information about many areas of our respective practices. However, we are totally independent of BDO USA, LLP. There is no common ownership or control.




## AICPA Governmental Audit Quality Center

**CHV** is a member of the **American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center**. To meet the requirements of membership, CHV must demonstrate yearly that our quality control standards, specific to our governmental audit practice, complies with the applicable professional standards and other Center membership requirements. As a member we are provided with best practices, guidelines, and tools that we need to perform quality audits and better serve our not-for-profit and governmental clients. We have been a member since 2005.




## AICPA Employee Benefit Plan Audit Quality Center

**CHV** is a member of the **American Institute of Certified Public Accountants' (AICPA) Employee Benefit Plan Audit Quality Center**. To meet the requirements of membership, CHV must demonstrate yearly that our quality control standards, specific to our employee benefit plan audit practice, complies with the applicable professional standards and other Center membership requirements. Employee benefit plan audits include pension, health and welfare, and 401(k) plans subject to the Employee Retirement Income Security Act (ERISA) under the regulatory authority of the U.S. Department of Labor (DOL). As a member we are provided with the best and up to date practices, guidelines, and tools that are available to perform quality benefit plan audits and better serve our clients. We have been a member since 2004.

## SPECIALIZED GOVERNMENTAL SERVICES

Our services have become widely diversified as the needs of our clients have expanded. While the primary focus of this proposal is governmental auditing services, we believe it is important to you that we have the ability to provide you with ideas and value in multiple aspects specific to governmental entities.

The following is a representative summary of governmental services provided by our specialists:

- **Full scope financial audits**
- **Assistance in preparation of comprehensive annual financial reports (CAFR's) which meet the criteria of the Certificate of Achievement for Excellence in Financial Reporting program of the GFOA**
- **Assistance in the implementation of new GASB pronouncements**
- **Compliance and financial audits under the provisions of the Uniform Guidance - Single Audits**
- **Assistance in the set-up of the financial reporting of P3 arrangements**
- **Assistance in the review and monitoring of subrecipients for compliance with federal regulators and grant requirements**
- **Limited scope financial audits**
- **Assistance in the preparation and review of official bond offering statements**
- **Assistance with strategic planning**
- **Reviews of internal control systems**
- **Special investigations involving misuse of public funds**
- **Operations reviews to improve economy and efficiency**
- **Assistance in preparation of legal budgets, which comply with the applicable provisions of the state statutes**
- **Review of cash investment policies**
- **Review of accounting policies and procedures**
- **Review of personnel policies and procedures**
- **Review of travel and entertainment policies**
- **Review of specified transactions**
- **Reorganization and consolidation of departments and functions within governmental entities**
- **Assistance in vendor selection of computer hardware and software**
- **Other agreed-upon procedures**

As you can readily see, our firm has the expertise, experience and resources to provide a full range of services to the City, as well as the knowledge of governmental accounting principles practiced throughout the United States.

# APPENDIX B

# RESUMES

# AND

# CONTINUING PROFESSIONAL EDUCATION



**MICHAEL D. KEENAN, CPA**
**Acting Engagement Partner**
**Cochran Head Vick & Co., P.C.**

**Michael D. Keenan, CPA**, will serve as the Acting Engagement Partner. Mr. Keenan graduated from the University of North Carolina, Asheville in 1990 with a B.S. in Accounting. He has worked in public accounting since 1990 and is licensed as a Certified Public Accountant in the States of Missouri, Kansas, and North Carolina. **He is a member of the Government Finance Officers Association Special Review Committee**, the Eastern Kansas Government Finance Officers Association and the Government Finance Officers Association of Missouri.

### Cross-section of Professional Experience

- Audit of Buchanan County, Missouri
- Audit of Cass County, Missouri
- Audit of Clay County, Missouri
- Audit of the City of Independence, Missouri
- Audit of the City of Joplin, Missouri
- Audit of the City of Monett, Missouri
- Audit of the City of St. Joseph, Missouri
- Audit of the City of Branson, Missouri
- Audit of the City of Blue Springs, Missouri
- Audit of the City of Gladstone, Missouri
- Audit of The Police Department of Kansas City, Missouri
- Controllership Services – Economic Development Corporation of Kansas City, Missouri and the Tax Increment Financing Commission
- Audit of Mid-Continent Public Library
- Audit of the City of Lenexa, Kansas
- Audit of Kansas City, Kansas
- Audit of Merriam, Kansas
- Audit of Shawnee, Kansas
- Audit of the City of Leawood, Kansas
- Audit of Shawnee County, Kansas
- Audit of Wyandotte County, Kansas
- Audit of Unified Government of Wyandotte County/Kansas City, Kansas
- Audit of Leavenworth County, Kansas
- Audit of the Kansas Lottery Commission

**MICHAEL D. KEENAN, CPA**
**Acting Engagement Partner**
**Cochran Head Vick & Co., P.C.**

## Continuing Education-

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| *CPE total: | 47 | 29 | 53 |
| *GAS total: | 43 | 25 | 40 |

List of Classes: Michael D. Keenan, CPA

2015
**Missouri GFOA OMB Uniform Guidance - Presenter**
GASB Pensions: Are You Ready for June 30, 2015 Audit Implementation?
Ethical Obligations of CPAs
Internal Control and Fraud in Governmental and Nonprofit Entities
Government Financial Reporting
Single Audits of Governmental Entities

2016
Annual Governmental GAAP Update
GASB 34: Basic Financial Statements for State and Local Governments
Audits of State and Local Governments
Ethics for Missouri CPA's – Part I
Ethics for Missouri CPA's – Part II

2017
2017 GAQC Annual Update Webcast
Governmental Financial Reporting
GAO Standards: Yellow Book
Internal Control Over Governmental Financial Reporting
Ethics: General Standards and Acts Discreditable
Single Audits of Governmental and Nonprofit Entities
Not-for-Profit Accounting and Reporting Made Simple
Yellow Book and Single Audit Deficiencies

*CPE = Continuing Professional Education
*GAS = Government Auditing Standards



**DAVID COCHRAN, CPA**
**Engagement Partner Pro Tem**
**Cochran Head Vick & Co., P.C.**

**David L. Cochran, CPA**, serves as CHV's Engagement Partner Pro Tem. Mr. Cochran has over forty (40) years of experience in public accounting with primary emphasis in auditing governmental and not-for-profit entities. Mr. Cochran is a graduate of the University of Oklahoma with a Bachelor of Business Administration Degree. Mr. Cochran is a licensed Certified Public Accountant in the states of Missouri and Kansas. Mr. Cochran is a member of the American Institute of Certified Public Accountants, both the Missouri and Kansas Societies of Certified Public Accountants, and Western Missouri GFOA and the Eastern Kansas Chapter of the GFOA.

**Cross-section of Professional Experience**

- Audits of Buchanan County, Missouri; Cass County, Missouri; Clay County, Missouri; Platte County, Missouri; Wyandotte County, Kansas; Unified Government of Wyandotte County/Kansas City, Kansas; Leavenworth County, Kansas; Johnson County, Kansas; and Shawnee County, Kansas
- Audits of the Cities of Independence, Branson, Blue Springs, Gladstone, Grandview, Joplin, Lexington, Liberty, Maryville, Monett, St. Joseph, Sugar Creek, and Warsaw in Missouri
- Audits of the Cities of Edwardsville, Fairway, Leawood, Lenexa, Merriam, Olathe, and Shawnee in Kansas
- Audits of Cornerstones of Care, Gillis Center, Spofford, Spofford Foundation, Ozanam, Ozanam Foundation, Marillac Center, Marillac Foundation, and Healthy Families Counseling and Support
- Audit of the University of Kansas Center for Research, Inc.
- Audit of Northland Cathedral Assembly of God, Inc.
- Audit of The Police Department of Kansas City, Missouri
- Audit of the Central Missouri State University Foundation, Inc.
- Audit of the Economic Development Corporation of Kansas City, Missouri
- Audit of Mid-America Regional Council
- Audit of Mid Continent Public Library; Kansas City, Missouri Public Library; St. Joseph Public Library; and Trails Regional Public Library
- Audit of the Kansas Public Employees Retirement System
- Audits of the Missouri Lottery Commission and the Kansas Lottery Commission
- Audits of IBEW Local #124 Benefit Plans, Painters District Council No. 3 Benefit Plans, Mo-Kan Iron Workers Benefit Plans, Mo-Kan Teamsters Benefit Plans, and Operating Engineers 101 Benefit Plans
- Audit of the Kansas City Area Transportation Authority and the Salaried Employees Retirement Plan
- Audit of Oklahoma City University; Shawnee Mission, Kansas USD No. 512; Kansas City, Kansas USD No. 500
- Gold Medal winner for highest score on CPA exam – Oklahoma
- Former President of Metro Chapter of CPA's and Former Board Member of Kansas Society of CPA's
- Former Chairman Central States Conference of CPA's

**DAVID L. COCHRAN, CPA**
**Engagement Partner Pro Tem**
**Cochran Head Vick & Co., P.C.**

## Continuing Education-

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| *CPE total: | 51 | 47 | 46 |
| *GAS total: | 37 | 25 | 42 |

2015
**Missouri GFOA OMB Uniform Guidance – Presenter**
Tangible Property Regulations, ACA Update and Ultra Tax Update
EBPAQC Designated Partner 2015 Audit Planning
Governmental Financial Reporting
Ethical Obligations of CPAs
Single Audits of Governmental Entities
Internal Control and Fraud in Government and Nonprofit Entities

2016
EBPAQC Designated Partner 2016 Audit Planning
2016 GAQC Annual Update
Audits of 401(k) Plans
Audits of State and Local Governments
Ethics for Kansas CPA's
Ethics for Missouri CPA's
Yellow Book and Single Audit Deficiencies
GASB Statement No. 54 Fund Balance Reporting and Governmental Fund
2016 Tax Update

2017
EBPAQC Partners 2017 Audit Planning
2017 GAQC Annual Update
Ethics General Standards
Audits of State, Local Governments and Not for Profits
Governmental Financial Reporting
Single Audits
Yellow Book & Single Audit Deficiencies
Accounting of Governmental Entities
Trends in Governmental Accounting
Annual Governmental GAAP Update

*CPE = Continuing Professional Education
*GAS = Government Auditing Standards



**Denny L. Hoskins, CPA**
**Review Principal**
**Cochran Head Vick & Co., P.C.**

**Denny L. Hoskins, CPA**, serves as CHV's Review Principal in charge of CHV's Mid-Missouri offices. Mr. Hoskins has over eighteen (18) years of experience in public accounting with primary emphasis in auditing not-for-profit and governmental entities (including A-133 Single Audits). Mr. Hoskins is a graduate of the University of Central Missouri with a Bachelor of Science in Business Administration Degree in Accounting. Mr. Hoskins is licensed in Missouri and Kansas and is a member of the American Institute of CPA's, the Missouri Society of CPA's and the Sedalia Chamber of Commerce.

**Cross-section of Professional Experience**

- Audit of Johnson County, Missouri United Way
- Audit of West Central Missouri Independent Living Solutions (WILS)
- Audit of West Central Missouri Community Action Agency, Hawthorn Estates, Walnut Estates, Antioch Hills Housing, and St. Clair County Public Housing Authority (Section 8)
- Audit of Henry County Health Center
- Audit of Hilty Quarries
- Audit of Henry County Library
- Henry County Public Water Supply District #4
- City of Lexington, Missouri

**Awards/Professional Organizations/Community Activities**

- American Institute of Certified Public Accountants
- Current Missouri State Senator (District 021)
- Former Missouri State Representative (District 054) – Speaker Pro Tem
- Missouri Chamber of Commerce – 2012 Spirit of Enterprise Award
- Missouri Veterans of Foreign Wars (VFW) Legislator of the Year - 2014
- Missouri American Legion State Representative of the Year – 2014
- Missouri Association of Veterans Organizations Representative of the Year – 2014
- Missouri Elks Association State Legislator of the Year – 2010
- Missouri Veterans Commission – Current Commissioner
- Missouri Society of Certified Public Accountants
- Chamber of Commerce – Sedalia, Warrensburg, Holden, Marshall
- Speaker at the 2016 Annual Missouri CPA Governmental Conference – Legislative Update

## Denny L. Hoskins, CPA
## Review Principal
## Cochran Head Vick & Co., P.C.

### Continuing Education-

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| *CPE total: | 26 | 67.5 | 54 |
| *GAS total: | 16 | 19 | 33 |

List of Classes: Denny L. Hoskins, CPA

2015
**MO Society of CPA's Governmental Auditing Conference – Presenter**
CPA's in Trouble – Ethical Considerations
OMB Single Audit Guidance
Avoiding Identity Theft by Public Employees
2015 Tax Update

2016
Governmental A & A Update
Yellow Book & Single Audit Deficiencies
The Effects of GAO's Focus on Auditors' Independence
BDO Alliance Conference
OMB Single Audit Guidance
Ethics for Kansas CPA's
Audits of 401(k) Plans
2016 Federal Tax Update and Tax Season Procedures
Auditing Employee Benefit Plans

2017
Governmental A&A Update
2017 Federal Tax Update
Leadership Institute
Yellowbook and Single Audits
Audit Documentation & Workpapers
Government Accounting Principles
GAO Standards
Employee Benefit Plans
GAAS Guide- Audit Programs

*CPE = Continuing Professional Education
*GAS = Government Auditing Standards



**BRIAN HOLST, CPA**
**Engagement Senior Manager**
**Cochran Head Vick & Co., P.C.**

**Brian Holst, CPA** serves as a CHV Engagement Senior Manager. Mr. Holst is licensed to practice in Missouri and Kansas. Mr. Holst has over ten (10) years of experience in public accounting with a primary emphasis in auditing governmental and not-for-profit entities and employee benefit plans. Mr. Holst graduated in 2007 with a Masters of Professional Accountancy and B.S. Degrees in Computer Science and Accountancy from the University of Missouri, Columbia.

## Cross-section of Professional Experience

- Audit of Buchanan County, Missouri
- Audit of Cass County, Missouri
- Audit of Shawnee County, Kansas
- Audit of the City of Blue Springs, Missouri
- Audit of the City of Sugar Creek, Missouri
- Audit of the City of Joplin, Missouri
- Audit of the City of Grandview, Missouri
- Audit of the Economic Development Corporation of Kansas City, Missouri
- Audit of Land Trust of Jackson County, Missouri
- Audit of the Kansas Lottery
- Audit of Cornerstones of Care, Spofford, Spofford Foundation, Marillac Center, Marillac Foundation, Ozanam and Ozanam Foundation
- Audit of West Central Missouri Community Action Agency and related HUD 202 Projects
- Audit of Midland Empire Resources for Independent Living, Inc
- Audit of Assistance League of Kansas City
- Audit of Progressive Community Services
- Audit of The Maples Housing Corporation
- Audit of Keystone Place Housing Corporation
- Audit of the Mid-Continent Public Library
- Audit of the University of Kansas Center for Research, Inc.
- **Member of the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program**
- **AICPA Single Audit Certificate**

# BRIAN HOLST, CPA
## Engagement Senior Manager
## Cochran Head Vick & Co., P.C.

## Continuing Education-

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| *CPE total: | 62 | 63 | 42 |
| *GAS total: | 62 | 26.5 | 20 |

2015
**Missouri GFOA OMB Uniform Guidance - Presenter**
Ethical Obligations of CPA's 2015
Single Audits of Governmental Entities
Trends in Governmental Entities
Internal Control Over Governmental Financial Reporting
History of the Single Audit and Reform
Internal Control and Fraud in Governmental and Nonprofit Entities
Governmental Financial Reporting

2016
Tax Exempt Organizations From Start to Finish
Applying the Uniform Guidance for Federal Awards in Your Single Audits
Form 990 Preparation – Core Form: Not-for-Profit Tax Compliance
Risk Assessment: Not-for-Profit Governance and Assurance
Ethics for Kansas CPA's
2016 FASB Updates to Revenue Recognition
Yellow Book and Single Audit Deficiencies
GASB Statement No. 54: Fund Balance Reporting and Governmental Fund
Auditing Update 2016
Applying the COSO Enterprise Risk Management Framework: Not-for-Profit Governance and Assurance
Statement of Activities: Not-for-Profit Financial Reporting
Unrelated Business Income Tax (UBIT) Case Studies: Not-for-Profit Tax Compliance
Interpreting and Analyzing Financial Statements: Not-for-Profit Financial Reporting
Employee Benefit Plans II: Auditing Considerations
Aligning Mission and Strategy: Not-for-Profit Governance
Budgeting Considerations: Not-for-Profit Governance
Ethical Issues: Not-for-Profit Governance
Preparing Consolidated Financial Statements: Not-for-Profit Financial Reporting

2017
Advanced Topics in a Single Audit
2017 Accounting Update
2017 Auditing Update
Internal Control and Fraud in Governmental and Nonprofit Entities
Annual Governmental GAAP Update
Ethics for CPAs

*CPE = Continuing Professional Education
*GAS = Government Auditing Standard



**CLINT RICHARDSON, CPA**
**Senior Associate**
**Cochran Head Vick & Co., P.C.**

**Clint Richardson, CPA** serves as a Senior Associate. Mr. Richardson has four (4) years of experience in public accounting and is licensed to practice in Missouri and Kansas. His public accounting experience has primarily been in auditing governmental and not-for-profit entities (including Single Audits). He graduated in May of 2012 with a Bachelor of Science in Accounting and in 2013 received his Masters of Business Administration, both from Northwest Missouri State University.

**Cross-section of Professional Experience**

- Audit of Buchanan County, Missouri
- Audit of Cass County, Missouri
- Audit of City of Grandview, Missouri
- Audit of City of Joplin, Missouri
- Audit of the City of Monett, Missouri
- Audit of City of St. Joseph, Missouri
- Audit of St. Joseph Public Library
- Audit of the St. Joseph Museums, Inc.
- Audit of St. Joseph Regional Port Authority
- Audit of Midland Empire Resources
- Mid-Continent Public Library
- Audit of Cornerstones of Care, Spofford, Spofford Foundation, Marillac Center, Marillac Foundation, Ozanam and Ozanam Foundation
- Audit of Progressive Community Services
- Audit of The Maples Housing Corporation
- Audit of Keystone Place Housing Corporation
- Audit of Northland Cathedral Assembly of God
- Audit of Midwest Foster Care and Adoption Association, Inc.
- Audit of West Central Missouri Community Action Agency and related HUD 202 Projects
- Audit of various employee pension and profit sharing plans

**CLINT RICHARDSON, CPA**
**Senior Associate**
**Cochran Head Vick & Co., P.C.**

## Continuing Education-

| | 2015 | 2016 | 2017 |
|---|---|---|---|
| *CPE total: | 57 | 40 | 41 |
| *GAS total: | 53 | 36 | 25 |

List of Classes: Clint Richardson, CPA

2015
History of Single Audit & Reform
Internal Control and Fraud in Governmental and Nonprofit Entities
Governmental Financial Reporting
Internal Control over Governmental Financial Reporting
Trends in Governmental Accounting
Single Audits of Governmental Entities
Ethical Obligations of CPAs

2016
Audits of State and Local Governments
Ethics for Missouri CPA's
Ethics for Kansas CPA's
Trends in Governmental Accounting
Audits of States, Local Governments and Non-Profit Organizations
GASB Statement No. 54: Fund Balance Reporting and Governmental Funds
GASB 34: Basic Financial Statements for State and Local Governments

2017
Governmental Financial Reporting
Single Audit Under the Uniform Guidance
2017 Accounting Updates
2017 Auditing Updates
Trends in Governmental Accounting
Accounting for Governmental Assets and Liabilities
Financial Statement Disclosure – Common Issues

*CPE = Continuing Professional Education
*GAS = Government Auditing Standards

# CITY OF JOPLIN
# PROFESSIONAL AUDIT SERVICES
# FEE COMPARISON
# 2018-RFP-09

| | Audit Services | | | | | PFC Audit | | | | | Pension Audit | | | | | Average | Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2018 | 2019 | 2020 | 2021 | 2022 | 2018 | 2019 | 2020 | 2021 | 2022 | 2018 | 2019 | 2020 | 2021 | 2022 | Fee | Rating |
| Cochran, Head & Co. | $ 65,000 | $ 65,000 | $ 66,950 | $ 68,959 | $ 71,028 | $2,000 | $2,000 | $2,060 | $2,122 | $2,186 | $4,500 | $4,500 | $4,635 | $4,774 | $4,917 | $ 74,126 | 50 |
| RSM | 80,000 | 83,200 | 86,600 | 90,100 | 93,800 | 2,000 | 2,100 | 2,200 | 2,300 | 2,400 | 11,000 | 11,500 | 12,000 | 12,500 | 13,000 | 100,940 | 40 |

Fee Rating Based on the Following:
Maximum Points = 50
Lowest Conforming Bid = $74,126
Conforming Bid Doubled = $148,252
Therefore: $74,126 = 50 Points and $148,252 = 0 Points
Rating is Based on the Relationship Between $74,062 and $148,124

Prepared by: Leslie Haase
Audit Bid Analysis 2018 3:12 PM 10/3/2018

# CITY OF JOPLIN
# PROFESSIONAL AUDIT SERVICES
# INDIVIDUAL RATINGS
# 2018-RFP-09

***Leslie's Ratings:***

| | Maximum Points | Cochran, Head,Vick & Co Kansas City | RSM Kansas City |
|---|---|---|---|
| Experience with Comparable Government Engagements | 10 | 9 | 10 |
| Adequacy of Staffing Plan/Time Required | 10 | 10 | 10 |
| Quality & Governmental Experience of Personnel | 10 | 9 | 10 |
| Experience Involving A-133 Audits | 10 | 10 | 10 |
| Firm's Policies & Procedures Regarding Staff (Education) | 10 | 7 | 9 |
| Price | 50 | 50 | 40 |
| **Rating** | 100 | 95 | 89 |

***Sherri's Ratings:***

| | Maximum Points | Cochran, Head,Vick & Co Kansas City | RSM Kansas City |
|---|---|---|---|
| Experience with Comparable Government Engagements | 10 | 7 | 10 |
| Adequacy of Staffing Plan/Time Required | 10 | 7 | 10 |
| Quality & Governmental Experience of Personnel | 10 | 10 | 9 |
| Experience Involving A-133 Audits | 10 | 10 | 8 |
| Firm's Policies & Procedures Regarding Staff (Education) | 10 | 8.5 | 9 |
| Price | 50 | 50 | 40 |
| **Rating** | 100 | 92.5 | 86 |

***AJ's Ratings:***

| | Maximum Points | Cochran, Head,Vick & Co Kansas City | RSM Kansas City |
|---|---|---|---|
| Experience with Comparable Government Engagements | 10 | 9 | 9 |
| Adequacy of Staffing Plan/Time Required | 10 | 9 | 10 |
| Quality & Governmental Experience of Personnel | 10 | 10 | 10 |
| Experience Involving A-133 Audits | 10 | 8 | 9 |
| Firm's Policies & Procedures Regarding Staff (Education) | 10 | 8 | 9 |
| Price | 50 | 50 | 40 |
| **Rating** | 100 | 94 | 87 |

Prepared by: Leslie Haase
Audit Bid Analysis 2018 3:12 PM 10/3/2018

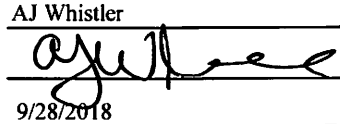
# CITY OF JOPLIN
# PROFESSIONAL AUDIT SERVICES
# SUMMARY AVERAGE RATING
# 2018-RFP-09

| Company Name | Leslie Haase | Sherri McCulloch | AJ Whistler | Total Summary Avg Rating |
|---|---|---|---|---|
| Cochran, Head & Co | 95 | 93 | 94 | 94 |
| RSM | 89 | 86 | 87 | 87 |

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: RSM US LLP

Reviewer's Name: AJ Whistler

Reviewer's Signature: 

Date of Review: 9/28/2018

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: Several "Missouri" municipalities and governments including two comparable cities to the City of Joplin. Experience with Pension audit and PFC audit. | **9/10** |

| **Staffing (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Adequate and appropriate staffing and audit plan structure for the audit size of the City of Joplin. Standard planning, fieldwork, and wrap up phases to ensure audit is completed by the required deadline. Estimated 800 hours. | **10/10** |

| **Quality (10 Pts):** | **SCORE** |
|---|---|
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: Several "years" of governmental auditing experience by each engagement personnel. National GFOA Certificate of Achievement for Excellence in Financial Reporting reviewer. | **10/10** |

| **A-133 Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES: Several previous current and former client A-133 audit engagements. | 9/10 |

| **Staff Education, Development and Staff Rotation (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES: Staff education and development is current with engagement personnel. Staff rotation is satisfactory. | 9/10 |

| **Price (50 Pts):** | **SCORE** |
|---|---|
| Price of Audit Service bid. | |
| NOTES: Score based on Cost bid for all Audit provided servies. | 40/50 |

| | |
|---|---|
| **GRAND TOTAL:** | **87/100** |

Technical: 47
Price : 40
87/100

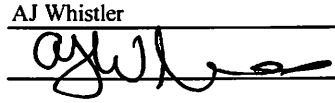
**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: Cochran Head Vick & Co., P.C.

Reviewer's Name: AJ Whistler

Reviewer's Signature: 

Date of Review: 9/28/2018

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: Several "Missouri" municipalities and governements. Experience with Pension audit and PFC audit. | **9/10** |
| **Staffing (10 Pts):** | **SCORE** |
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Adequate and appropriate staffing and audit plan structure for the audit size of the City of Joplin. Standard planning, fieldwork, and wrap up phases to ensure audit is completed by the required deadline. Estimated 600 hours. | **9/10** |
| **Quality (10 Pts):** | **SCORE** |
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: Several "years" of governmental auditing experience by each engagement personnel. Member of the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program. | **10/10** |

| **A-133 Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES: Several previous current and former client A-133 audit engagements. | **8/10** |

| **Staff Education, Development and Staff Rotation (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES: Staff education and development is current with engagement personnel. Staff rotation is adequate. | **8/10** |

| **Price (50 Pts):** | **SCORE** |
|---|---|
| Price of Audit Service bid. | |
| NOTES: Score based on Cost bid for all Audit provided servies. | **50/50** |

| | |
|---|---|
| **GRAND TOTAL:** | **94/100** |

Technical: 44
Price : 50
94/100

**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: RSM US LLP

Reviewer's Name: Sherri McCulloch

Reviewer's Signature: Sherri McCulloch

Date of Review: Sept 27, 2018

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: Significant list of governmental clients of comparable size + larger | 10 /10 |

| **Staffing (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Staffing plan + time estimate are reasonable — 200 more hours spent on audit than other bid | 10 /10 |

| **Quality (10 Pts):** | **SCORE** |
|---|---|
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: 5 are CPA's with years of experience ranging 18 yrs, 15 yrs + unknown. The Senior Manager has been the Senior Manager on audits for Springfield, Columbia, + Blue Springs. | 9 /10 |

| **A-133 Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES: | 8 /10 |
| **Staff Education, Development and Staff Rotation (10 Pts):** | **SCORE** |
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES: | 9 /10 |
| **Price (50 Pts):** | **SCORE** |
| Price of Audit Service bid. | |
| NOTES: Price increases significantly over the 4 additional years - 4% for FY 2019 8% for FY 2020, 13% for FY 2021 + 17% for 109,200. $21,500 more in FY 2018 than other bid - not a good use of taxpayer dollars | 40 /50 |
| **GRAND TOTAL:** | 86 /100 |

**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: Cochran Head Vick & Co

Reviewer's Name: Sherri McCulloch

Reviewer's Signature: Sherri McCulloch

Date of Review: Sept 27, 2018

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: Current & past clients of comparable size: Joplin (several years), Blue Springs, Independence, St. Joseph, Branson & others in Kansas | 7 /10 |

| **Staffing (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Staffing plan & time estimate are reasonable - 600 hrs | 7 /10 |

| **Quality (10 Pts):** | **SCORE** |
|---|---|
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: 5 all are CPA's with years of experience ranging 40 yrs - 26 yrs - 18 yrs - 10 yrs & 4 yrs. I have worked with 4 of them in the past & they are very knowledgable & qualified. | 10 /10 |

| **A-133 Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES:<br>Significant Single audit experience + training.<br>Significant Governmental audit experience & training. | 10 /10 |

| **Staff Education, Development and Staff Rotation (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES:<br>Staff education, development + CPE is excellent. No mention of staff rotation | 9.5 /10 |

| **Price (50 Pts):** | **SCORE** |
|---|---|
| Price of Audit Service bid. | |
| NOTES:<br>Excellent price for current year + the next 4 years with an increase of 0% for FY 2019, 3% for FY 2020, 6% for FY 2021. + 9% for FY 2022. Fees, at no cost, provide 20 hrs of additional consultation. | 50 /50 |

| | |
|---|---|
| **GRAND TOTAL:** | 92.5 /100 |

**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: RSM

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/1/18

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: RSM is a well established firm with similar type audits | 10 /10 |

| **Staffing (10 Pts):** | **SCORE** |
|---|---|
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Staffing plan is good and time frame is acceptable. | 10 /10 |

| **Quality (10 Pts):** | **SCORE** |
|---|---|
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: Checked References Experience & references are outstanding. | 10 /10 |

| **A-133 Experience (10 Pts):** | SCORE |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES:<br>RSM has well documented A-133 experience. | 10 /10 |
| **Staff Education, Development and Staff Rotation (10 Pts):** | SCORE |
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES:<br>Checked References<br>RSM has good history of staff rotation.<br>Education and Development are adequate. | 9 /10 |
| **Price (50 Pts):** | SCORE |
| Price of Audit Service bid. | |
| NOTES:<br>Average price is @ 100,940 over 5 years | 40 /50 |
| **GRAND TOTAL:** | 89 /100 |

**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

**Joplin Auditing Services**
**RFP Scoresheet**

Firm Name: COCHRAN HEAD VICK & CO

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/1/18

Is the Proposal considered substantially complete? (Yes) No

| **Experience (10 Pts):** | **SCORE** |
|---|---|
| The firm's past experience on comparable government engagements of the City's type and size. | |
| NOTES: CHV is a well established firm with similar type audits. | 9 /10 |
| **Staffing (10 Pts):** | **SCORE** |
| Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement. | |
| NOTES: Staffing plan is good and time frame is acceptable. Note change in engagement partner to Michael Keenan | 10 /10 |
| **Quality (10 Pts):** | **SCORE** |
| The quality and governmental experience of the firm's professional personnel to be assigned to the engagement. | |
| NOTES: Experience & references are good. | 9 /10 |

| **A-133 Experience (10 Pts):** | SCORE |
|---|---|
| The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance. | |
| NOTES: CHV has well documented A-133 experience. | 10 /10 |
| **Staff Education, Development and Staff Rotation (10 Pts):** | SCORE |
| Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation. | |
| NOTES: CHV has good history of staff rotation. Education & development are adequate | 7 /10 |
| **Price (50 Pts):** | SCORE |
| Price of Audit Service bid. | |
| NOTES: Average price is $74,126 over 5 years. | 50 /50 |
| **GRAND TOTAL:** | 95 /100 |

**Specifications for Services Requested**

1. The auditor shall express an opinion on the fair presentation of the City's financial statements in conformity with generally accepted accounting principles.
2. The auditor will draft the financial statements, Comprehensive Annual Financial Report and A-133 Single Audit.
3. The auditor will draft a separate report on the Passenger Facility Charge.
4. The auditor will draft a separate report on the Police and Fire Pension Plan.
5. The auditor will adhere to the audit schedule detailed in the RFP.
6. The auditor will describe their audit approach.
7. The auditor will describe staff education and development, staff turnover, and staff rotation policy.

# Request for Proposal #2018-RFP-09

# Auditing Services

## City of Joplin, MO

## AUGUST 23, 2018

# CITY OF JOPLIN, MISSOURI
# FINANCE DEPARTMENT
# REQUEST FOR PROPOSAL #2018-RFP-09



Proposals are invited from qualified organizations. Please submit your offer and proposal for the goods/services specified herein. Your reply shall be submitted in a sealed envelope, unless otherwise directed, **prior to the time specified to the Finance Department, 602 South Main Street, Joplin, MO, 64801** with Request for Proposal number and time of opening in lower left-hand corner of envelope.

**Date:** August 23, 2018

**Buyer:** Leslie Haase, Finance Director

**Buyer Phone:** 417-624-0820 ext 251

**Proposals Accepted Until: September 24, 2018 10:00 am**

The City of Joplin, Missouri invites proposals from qualified organizations to provide **Professional Auditing Services**.

Proposals will be accepted until September 24, 2018, 10:00 am CST at the office of the Finance Director, 602 South Main Street, Joplin MO 64801.

The successful Offeror shall enter into an agreement in a form substantially similar to the City's Form of Agreement; such Agreement shall embody the requirements and terms and conditions of the Request For Proposal and the Offeror's proposal as accepted by the City.

**REQUEST FOR PROPOSAL #2018-RFP-09**
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COPIES OF COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED OCTOBER 31, 2017, and CIRCULAR A-133 AUDIT REPORT FOR THE YEAR ENDED OCTOBER 31, 2017

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL#2018-RFP-09**
**PART ONE - GENERAL INFORMATION**
**PROFESSIONAL AUDITING SERVICES**

## 1.0 CONTENTS OF THIS REQUEST FOR PROPOSALS

This document consists of the following sections, which are arranged to assist in reviewing and understanding the City's requirements:

- Cover
- Part One: General Information
- Part Two: Scope of Work
- Part Three: Description of the Government
- Part Four: Time Requirements
- Part Five: Assistance to be Provided to the Auditor and Report Preparation
- Part Six: Submission of Proposals/Instructions to Offerors
- Part Seven: Evaluation Procedures
- Appendix A: Municipal Officials
- Appendix B: Offer and Schedule of Professional Fees and Expenses for the Audit of the 2018 Financial Statements
- Appendix C: Special Provisions
- Appendix D: City's Standard Form of Contract

## 2.0 INTRODUCTION

2.1 As required by Section 2.14 of the City Charter, the City of Joplin, Missouri (the City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending October 31, 2018 with the option, if exercised by the City, of auditing its financial statements for each of the four (4) subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits by *Government Auditing Standards*, issued by the Comptroller General of the United States, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

2.2 To be considered, all interested firms must submit **one (1) master copy (so marked) and two (2) copies to Leslie Haase, Finance Director at 602 South Main Street, Joplin, Missouri 64801, by 10:00 A.M. CST September 24, 2018.** The City reserves the right to reject any or all proposals submitted, or parts thereof. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2.3 Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Finance, consisting of various Finance personnel.

2.4 During the evaluation process, the Audit Selection Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions. At the discretion of the Audit Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

2.5 The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Specific details of all proposals become public information upon their receipt and acceptance by the City.

2.6 It is anticipated the selection of a firm will be completed by September 30, 2018. Following the notification of the selected firm, it is expected a contract will be executed between both parties in October of 2018.

2.7 It is the intent and purpose of the City that the request for proposal provides fair and equal opportunity to each Offeror to submit competitive proposals. It shall be the Offeror's responsibility to advise the City, at least ten (10) days prior to the proposal date, of any language or requirements of this Request For Proposal, which unreasonably limit the ability of the Offeror to respond.

2.8 All information required from the Offeror by the Request for Proposal must be provided; otherwise the Offeror's proposal may be rejected as non-responsive.

## 3.0 TERM OF CONTRACT

An initial one-year contract is contemplated, providing for annual renewals solely at the City's option, for up to four (4) subsequent years, based upon the review and recommendation of the Audit Selection Committee and the annual availability of appropriations for the contract.

## 4.0 SCOPE OF WORK

The scope of work is contained herein as Part Two - Scope of Work.

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL#2018-RFP-09**
**PART TWO - SCOPE OF WORK**
**PROFESSIONAL AUDITING SERVICES**

## 1.0 GENERAL INFORMATION

1.1 This section sets forth the minimum requirements and standards to be met by the independent auditor in completion of the audit of the City's financial statements for the contract period.

1.2 The auditor shall provide at least the minimum services described herein, but the services provided by the auditor shall include all services offered by the auditor in its proposal and shall not be limited by this Scope of Work.

## 2.0 SCOPE OF WORK TO BE PERFORMED

2.1 The auditor shall express an opinion on the fair presentation of the City's financial statements for its governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information, in conformity with generally accepted accounting principles.

2.2 The auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules or schedule of expenditures of federal awards. However, the auditor shall provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory or statistical sections of the report.

2.3 The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.4 The auditor is expected to draft the financial statements and print the Comprehensive Annual Financial Report, as well as the A-133 Single Audit.

2.5 The auditor is expected to draft a separate report on the City of Joplin’s Passenger Facility Charge.

2.6 The auditor is expected to draft a separate report on the City of Joplin’s Police and Fire Pension Plan.

## 3.0 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth by *Government Auditing Standard*s, issued by the Comptroller General of the United States, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

## 4.0 DELIVERABLES

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue and deliver:

4.1 A report of independent auditors on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles. This report shall also include an "in-relation-to" report on the combining and individual fund financial statements.

4.1.1 A separate report on the City of Joplin's Passenger Facility Charge.
4.1.2 A separate report on the City of Joplin's Police and Fire Pension Plan.

4.2 A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

4.3 A report on the auditors' consideration of internal control and compliance and any other reports required by *Government Auditing Standards*.

4.4 A report on the auditors' internal control and compliance over federal awards and any other reports required by OMB Circular A-133.

4.5 Significant deficiencies and material weaknesses discovered by the auditors shall be reported in a separate management letter addressed to the Mayor and City Council of the City of Joplin, which shall be referred to in the reports on internal controls. These nonreportable conditions shall be discussed with the Director of Finance prior to inclusion in the management letter.

4.6 Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager, the Director of Finance, the City Council and grantor agencies as applicable.

4.7 Auditors shall assure themselves that the City Council is informed in writing of each of the matters described in SAS No. 61.

## 5.0 SPECIAL CONSIDERATIONS

5.1 The financial statements of the Joplin Sports Authority (JSA) of Joplin, Missouri will be audited by other auditors and shall be included as a discretely presented component unit in the City's financial statements. It is anticipated that the auditor will not be required to provide special assistance to the Joplin Sports Authority's auditors and that the opinion on the City's basic financial statements, insofar as it relates to the amounts included for the Joplin Sports Authority component unit, shall be based solely on the report of the other auditors.

5.2 The City will submit its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. The auditor shall be required to provide assistance as needed to the City to continue to meet the requirements of the program.

5.3 The City may prepare one or more official statements in connection with the sale of debt securities, which may contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor, bond counsel and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

Should the City request the auditor to issue a "consent and citation of expertise" and any "comfort letters", the City will pay the additional cost incurred by the auditor at the fee rates specified in the Offer and Schedule of Fees for Additional Services, as shown in Appendix C, Part 4 of 7. The City will require the auditor to provide a firm "not to exceed" estimate for such additional work prior to the start of additional work.

5.4 The schedule of expenditures of federal awards and related auditor's report, as well as the reports on the internal control structure and compliance, are not to be included in the Comprehensive Annual Financial Report, but shall be issued separately.

5.5 The City's most recent financial statement audit revealed no material weaknesses or significant deficiencies. It did not reveal any material instances of noncompliance with applicable laws, regulations, contracts or grants.

5.6 Management believes similar conditions will continue to exist for the fiscal year ending October 31, 2018.

5.7 The City has implemented all applicable GASB standards in a timely manner.

## 6.0 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

6.1 All working papers and reports shall be retained, at the auditor's expense, for a minimum of six (6) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor shall make working papers available, upon request, to the following parties or their designees:

- The City of Joplin, Missouri (the City)
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments, or by the City as part of an audit quality review process
- Auditors of entities of which the City is a subrecipient of grant funds

6.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## 7.0 TIME REQUIREMENTS

Time requirements for the engagement are contained herein as Part Four -Time Requirements.

## 8.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

Details of assistance to be provided by City personnel and report preparation are discussed in Part Five - Assistance to be Provided to the Auditor and Report Preparation, contained herein.

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**PART THREE - DESCRIPTION OF THE GOVERNMENT**
**PROFESSIONAL AUDIT SERVICES**

## 1.0 NAME OF CONTACT PERSONS/ORGANIZATIONAL CHART/LIST OF MUNICIPAL OFFICIALS

1.1 The auditor's principal contact with the City will be the Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

1.2 A list of municipal officials (Appendix A) and the City's organizational chart are included in this Request For Proposal.

## 2.0 BACKGROUND INFORMATION

2.1 The City of Joplin, Missouri serves an area of 38.2 square miles with a population of approximately 50,000. The City's current fiscal year began on November 1, 2017 and ends on October 31, 2018. The Joplin Public Library and the Joplin Sports Authority component units are also on an October 31st fiscal year end.

2.2 The City provides the full range of services normally associated with a municipality, including police and fire protection, public works operations, enforcement of building and sanitary codes, planning and zoning activities, health and welfare services, parks and other recreational facilities, and other general administrative services.

2.3 The City maintains the sewerage disposal systems, the Joplin Regional Airport, and the municipal golf course.

2.4 The City's total payroll, for the year ended October 31, 2017, was approximately $34 million covering approximately 525 full-time employees. The City's 2017-18 adopted budget is approximately $159 million.

2.5 The City is organized into 15 departments, many of which operate from remote locations. Some of the more significant of these remote locations are the Joplin Regional Airport, the Parks and Recreation Department, the Wastewater Treatment Plants and the Health Department. The City's general accounting and financial reporting functions are centralized.

2.6 The total debt of the City is comprised of one Certificate of Participation (COP) for a capital project and four EIERA Bonds for the Turkey Creek Wastewater Treatment Plant and Silver Creek sewer lines.

2.7 The City fully implemented GASB 34 in the fiscal year ending October 31, 2007, including all infrastructure requirements.

## 3.0 FUND STRUCTURE

The City uses the following fund types in its financial reporting:

| Fund Type/Account Group | Number of Individual Funds | Number with Legally Adopted Annual Budgets |
|---|---|---|
| General fund | 1 | 1 |
| Special revenue funds | 11 | 11 |
| Debt service funds | 1 | 1 |
| Capital projects funds | 3 | 3 |
| Enterprise funds | 3 | 3 |
| Internal service funds | 5 | 5 |
| Agency funds | 2 | 0 |
| Permanent funds | 1 | 0 |
| Pension trust funds | 1 | 0 |

In fiscal year 2017, the City of Joplin's major governmental funds were the general fund, the parks/storm water sales tax fund, the transportation sales tax fund, the capital improvement sales tax fund, the community planning fund, the Joplin Redevelopment Corporation, the infrastructure fund and the EDA grant fund. The City of Joplin's major proprietary funds were the airport fund and the sanitary sewer fund. The City anticipates a decrease in the number of major governmental funds in subsequent fiscal years as the recovery grants are completed over the next two years.

## 4.0 BUDGETARY BASIS OF ACCOUNTING

The City operates on a program performance budget system and prepares its general and special revenue fund budgets on a basis consistent with generally accepted accounting principles, except that encumbrances are included with appropriations when the annual budget is established.

## 5.0 FEDERAL AWARDS

5.1 During the fiscal year ended October 31, 2017, the City received approximately $52.6 million in federal awards, either directly or passed through various state agencies.

5.2 During the fiscal year to be audited, this assistance is expected to remain about the same due to the federal grants awarded following the EF-5 tornado that struck our community on May 22, 2011. The disaster recovery grants should be complete by the 2020 fiscal year.

5.3 It is anticipated that federal award programs for the year ending October 31, 2018 in excess of $500,000 will include, but may not be limited to:

- Community Development Block/Entitlement Grants and Disaster Recovery Grants (CFDA 14.218 and CFDA 14.239)
- U.S. Department of Transportation (CFDA 20.106 and CFDA 20.507)
- WIC Food Supplement (CFDA 10.557)

## 6.0 PENSION PLANS

6.1 The City participates in the following pension plans:

- The Policemen's and Firemen's Retirement Fund, a single-employer, defined benefit pension plan
- Missouri Local Government Employees Retirement System (LAGERS), an agent multiple-employer PERS

6.2 The City also makes contributions to the federal social security retirement system, primarily for its non-police and non-fire employees.

6.3 Actuarial services for The Policemen's and Firemen's Retirement Fund are provided by Gabriel, Roeder, Smith & Company.

## 7.0 THE FINANCIAL REPORTING ENTITY AND COMPONENT UNITS

7.1 The financial reporting entity is defined in conformity with generally accepted accounting principles as prescribed by Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity*.

The financial statements present data for all departments and funds of the City, including all boards and commissions (the primary government) and component units, entities for which the City is considered to be financially accountable. Discretely presented component units are included within the City's financial statements.

7.2 Discretely presented component units are presented separately to emphasize that they are legally separate from the primary government. The Joplin Public Library and the Joplin Sports Authority are considered discretely presented component units of the government for financial reporting purposes.

7.3 All component units operate on an October 31 fiscal year.

## 8.0 MAGNITUDE OF FINANCE OPERATIONS

8.1 The Finance Department is headed by the Director of Finance and consists of a total of fifteen (15) employees.

8.2 The Finance Department personnel are as shown below:

**Financial Administration** -

| | |
|---|---|
| Director of Finance | 1 |
| Assistant Director of Finance | 1 |
| Financial Analyst | 1 |
| Senior Accountant | 2 |
| Purchasing & Accounts Receivable | 1 |

| | |
|---|---|
| Accounts Payable Clerk | 1 |
| Payroll Clerk | 1 |
| Cashier | 1 |
| Licensing/Office Services Clerk | 1 |
| Utility Billing Supervisor | 1 |
| Utility Billing Clerks | 4 |

## 9.0 COMPUTER SYSTEMS

9.1 The City's computer systems are centralized on a single iSeries Power I computer system for Public Administration applications. Each networked user can be granted access to these systems by the Information Technology Department upon request of the Department Head or their designee. The iSeries utilizes software authored by Superion, LLC.

9.2 The City's Financial accounting data is maintained on Superion, LLC. Financials, version 9.1.17.3 operating under IBM OS/400, Version 7, Release 2 operating system.

9.3 The major components for Financial Data include:

- GMBA
- Fixed Assets
- Accounts Receivable
- Business Licenses
- Cash Receipts
- Purchasing/Inventory
- Payroll

9.4 The City's computer network includes 475 workstations utilizing various applications. These workstations utilize the Microsoft Windows 7 and Windows 10 Professional operating system and Microsoft Office 365 suite of applications. There are 99 CF31 Panasonic Toughbook laptops utilizing Windows 7 Professional for Public Safety. All of the Public Safety applications are housed on IBM/Lenovo xSERIES servers. These servers are operating software authored by Superion, LLC., and known as OneSolution software for Public Safety. Additionally, there are approximately 24 total xSERIES servers in use for other, various City functions.

## 10.0 INTERNAL AUDIT FUNCTION

The City currently has no formal internal financial audit function. However, certain operational areas may be examined on an as needed basis utilizing existing Finance staff.

## 11.0 AVAILABILITY OF PRIOR AUDIT REPORTS AND OTHER INFORMATION

Interested Offerors who wish to review the prior year's Comprehensive Annual Financial Report and Circular A-133 audit are directed to copies enclosed with this Request for Proposal. Those desiring further information shall contact Leslie Haase, Finance Director, 602 South Main Street, Joplin, Missouri 64801, Telephone (417) 624-0820, ext 251. If it is possible to supply the information requested, this information will be supplied to all firms that are mailed this Request for Proposal.

**1.0 SCHEDULE FOR THE 2018 FISCAL YEAR AUDIT** (A similar schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits.)

The auditor shall complete each of the following no later than the dates indicated.

1.1 **Interim Work**

The auditor shall complete any required interim work during the month of December 2018.

1.2 **Detailed Audit Plan**

The auditor shall provide the City by December 1, 2018, both a detailed audit plan and a list of all schedules to be prepared by the City.

1.3 **Date Final Field Work May Commence**

The City shall have all records ready for final audit and all management personnel available to meet with the firm's personnel on January 28, 2019. The auditor shall complete all final fieldwork by February 25, 2019.

1.4 **Draft Reports**

1.4.1 The auditors shall have a draft of the Comprehensive Annual Financial Report prepared for review by the City by March 1, 2019. Revisions to this draft will be made by City staff as needed. Final recommendations, revisions and suggestions for improvement to this draft shall be completed by March 15, 2019.

1.4.2 Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered to the Director of Finance. It is anticipated that this process will be completed and the final report distributed by April 15, 2019.

1.4.3 The auditor shall have drafts of the Federal Circular A-133 financial report prepared for review by the City by March 1, 2019, with the final report to be ready for distribution by April 15, 2019. Revisions to this draft will be made by City staff by March 15, 2019.

1.4.4 Recommendations to management shall be available for review with the Director of Finance by March 1, 2019.

**2.0 ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES** (A similar procedure shall be followed for audits of future fiscal years if the City exercises its option for additional audits.)

At a minimum, the following conferences shall be held:

2.1 An entrance conference with Director of Finance shall be held at the start of both interim and final

fieldwork.

2.2 Progress reporting shall be made to the Director of Finance as deemed necessary during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any problems encountered and resolution of audit issues.

2.3 An exit conference with the Director of Finance shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments. A meeting shall also be scheduled, following this exit conference, with the City Manager to provide a brief overview of audit results.

2.4 A presentation by the auditor to the City Council of the audit results and A-133 findings shall be scheduled when the final report is complete.

## 1.0 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE

Staff from accounting, budget and evaluation and financial administration will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City. In addition, clerical support will be made available to the auditor as needed for the preparation of routine letters and memoranda.

## 2.0 OTHER STAFF ASSISTANCE

The City shall make available, on an as needed basis throughout the audit, (1) Assistant Finance Director and (1) Accounting Specialist to assist the firm by providing information, documentation and explanations. These individuals will also prepare all working papers requested by the auditor, in accordance with Part Four, Paragraph 3.2.

## 3.0 ELECTRONIC DATA PROCESSING (EDP) ASSISTANCE

3.1 EDP personnel shall be available to assist the auditor with preparation of EDP reports for purposes of audit testing from the City's accounting data.

3.2 EDP personnel will also be available to provide systems documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software.

## 4.0 STATEMENTS AND SCHEDULES TO BE PREPARED BY THE STAFF OF THE CITY

4.1 City staff shall prepare the introductory section, all required supplementary schedules and the statistical table data for inclusion in the Comprehensive Annual Financial Report. Assistance may be requested by the City in preparation of statements or disclosures required by new GASB pronouncements.

4.2 In addition, City staff shall prepare the schedule of expenditures of federal awards for use in completion of the Circular A-133 audit by January 25, 2018.

## 5.0 FACILITIES FOR STAFF

The City shall provide the auditor with a reasonable work area, which includes a conference table and chairs. The auditor shall also be provided with access to one (1) telephone line within the work area, and photocopying facilities and fax machines within an adjacent area.

## 6.0 REPORT PREPARATION

Preparation, editing and printing of the Comprehensive Annual Financial Report shall be the responsibility of the auditor. Upon being provided the schedule of federal financial assistance, it shall be the auditor's responsibility to prepare, edit and print the Circular A-133 financial report. The City shall:

* Designate a qualified management-level individual to be responsible and accountable for overseeing the drafting of the financial statements.

* Establish and monitor the performance of the engagement to ensure that it meets management's objectives.

* Make any decisions that involve management functions related to the engagement and accept full responsibility for such decisions.

* Evaluate the adequacy of the financial statements and notes.

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**PART SIX - SUBMISSION OF PROPOSALS/INSTRUCTIONS TO OFFERORS**
**PROFESSIONAL AUDIT SERVICES**

## 1.0 GENERAL INSTRUCTIONS

1.1 The Offeror is strongly encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in Part Two - Scope of Work.

1.2 **Inquiries**

Inquiries concerning the Request For Proposal must be made in writing to:

Leslie Haase, Finance Director
602 South Main Street
Joplin, Missouri 64801

If it is possible to supply the information requested, that information will be supplied to all firms that are mailed this Request for Proposal.

1.3 **Submission of Proposals**

The following material is required to be received by 10:00 A.M. CST, September 2
4, 2018 for a proposal to be considered:

1.3.1 A master copy (so marked) of a Technical Proposal and two (2) copies, to include the following:

I. **Title Page:** Title page showing the Request For Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

II. **Table of Contents**

III. **Transmittal Letter:** A signed letter of transmittal briefly stating the Offeror's understanding of the work to be done, a commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days after the date and time set for receipt.

IV. **Detailed Proposal**: The method by which the detailed proposal is organized is left to the discretion of the Offeror. However, the detailed proposal shall include a discussion of all items set forth in Part Six, Paragraph 2.0 of this request for proposals. ***It is suggested that the Offeror respond to each paragraph in Part Two, Part Four and Part Five of this Request for Proposal, and identify responses by paragraph number.*** Also, offeror shall include a list of references with name of entity, type of audit, contact name and telephone number.

V. **Certificates of Insurance:** The successful bidder must have the ability and commit to provide the City with a Certificate of Insurance for your Professional Liability and Errors and Omissions insurance.

VI. A schedule of fees and expenses included in a separate envelope with the sealed bid.

1.3.2 The Offeror shall submit an original and two (2) copies of a dollar cost bid in a separate sealed envelope marked as follows:

**SEALED OFFER, RFP #2018-RFP-09**
**FOR CITY OF JOPLIN, MISSOURI**
**PROFESSIONAL AUDITING SERVICES**
**DO NOT OPEN BEFORE 10:00 A.M. CST, September 24, 2018**

1.3.3 Offerors shall send the completed proposal, consisting of the two separate envelopes, to the following address:

**CITY OF JOPLIN, MISSOURI**
**LESLIE HAASE, FINANCE DIRECTOR**
**602 SOUTH MAIN STREET**
**JOPLIN, MISSOURI 64801**

## 2.0 TECHNICAL PROPOSAL

### 2.1 General Instructions

2.1.1 The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the requirements of this Request for Proposal.

**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

2.1.2 The technical proposal shall address all the points outlined in the request for proposals (excluding any cost information which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, items Nos. 2.2 through 2.10, must be included. They represent the criteria against which the proposal will be evaluated.

### 2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of the City of Joplin, Missouri as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States.

2.2.2 The firm also shall provide an affirmative statement that it is independent of all of the component units of the City of Joplin, Missouri, as defined by those same standards.

2.2.3 The firm shall also list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

2.2.4 In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

2.3 **License to Practice in the State of Missouri**

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri.

2.4 **Firm Qualifications and Experience**

2.4.1 The proposal shall state:

- the size of the firm
- the size of the firm's governmental audit staff
- the location of the practice office from which the work on this engagement is to be performed
- the names and titles of the professional staff to be assigned to this engagement, either on a full-time or part-time basis

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review and letter of comments, with a statement whether that quality control review included a review of specific government engagements.

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practice office.

2.5 **Partner, Supervisory and Staff Qualifications and Experience**

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3)

years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

2.5.3 Describe any other experience, which is deemed to be relevant to completion of the proposed engagement.

2.6 **Similar Engagements with Other Government Entities**

2.6.1 For the firm's office that will be assigned responsibility for the audit, list the most significant municipal organization engagements performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.

The engagements shall be ranked on the basis of total staff hours. Indicate the scope of work, date, population of municipality, engagement partners, total hours, whether the municipality received the GFOA Certificate of Achievement, and the name and telephone number of the principal client contact.

2.6.2 The firm shall also identify the most significant Circular A-133 engagements performed by the proposed practice office in the last five years that are similar to the engagement described in this request for proposals.

Indicate the date, magnitude of grant dollars involved, and the name and telephone number of the principal client contact.

2.7 **Specific Audit Approach**

2.7.1 The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Two - Scope of Work of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City's budget, Comprehensive Annual Financial Report and related materials, organizational charts, and financial and other management information systems.

2.7.2 Offerors shall provide the following information on their audit approach:

- Proposed segmentation of the engagement
- Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement
- A description of the extent to which statistical sampling techniques are to be used in the engagement
- A description of the extent to which computer-assisted auditing procedures will be used in the engagement
- Approach to be taken to gain and document an understanding of the City's internal

control structure

- Approach to be taken in determining laws and regulations that will be subject to audit test work

- Approach to be taken in drawing audit samples for purposes of tests of compliance

- An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.

- An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.

- Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.

- Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2.8 **Identification of Anticipated Potential Audit Problems**

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

2.9 **Report Format**

The proposal shall identify any anticipated problems the firm may have with the financial statement formats contained within the City's Comprehensive Annual Financial Report for the year ended October 31, 2017.

2.10 **Other Information**

2.10.1 **Staff Education and Development**: The proposal shall identify the firm's policies and practices regarding staff education and development.

2.10.2 **Staff Turnover**: Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

2.10.3 **Rotation Policy**: Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

2.10.4 **Policy Regarding Use of Minority Firms**: Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

**NO DOLLAR UNITS OR TOTAL COSTS SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT - THESE COSTS SHALL ONLY BE INCLUDED IN THE SEALED DOLLAR COST BID, AS DISCUSSED IN PARAGRAPH 3.0.**

## 3.0 SEALED DOLLAR COST BID

### 3.1 Total All-Inclusive Maximum Price

3.1.1 The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

3.1.2 The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs shall not be included in the proposal.

3.1.3 The first page of the sealed dollar cost bid shall include the following information:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of Joplin, Missouri.
- A Total All-Inclusive Maximum Price for the 2018 engagement.

### 3.2 Rates by Partner, Manager, Senior, Other Supervisory and Staff Level Times and Hours Anticipated for Each

3.2.1 The second page of the sealed dollar cost bid shall include an offer and a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C, Part 1), that supports the total all-inclusive maximum price. The cost of special services described in Part Two, Paragraph 5.0 of this Request for Proposal shall be disclosed as separate components of the total all-inclusive maximum price.

### 3.3 Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price

3.3.1 All estimated out-of-pocket expenses shall be presented in the sealed dollar cost bid.

### 3.4 Rates for Additional Professional Services

3.4.1 An offer and schedule of professional fees, presented in the format provided in Appendix C, Part 2, shall be included in the sealed dollar cost bid and shall include the total all-inclusive maximum price for subsequent years' engagements, should the City exercise this option, for fiscal years 2018 through 2022.

### 3.5 Rates for Additional Professional Services

3.5.1 Should it become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any

report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Fees for any such additional work shall be set forth in the offer and schedule of professional fees included in the sealed dollar cost bid in the format provided in the attachment (Appendix C, Part 3). Bidders may indicate the additional cost for increases in the number of major programs in the OMB Circular A-133.

3.6 **Offeror Guarantees and Warranties**

The Offeror shall include guarantees and warranties as set forth in Appendix C, Parts 4 and 5.

3.7 **Debarment, Suspension, Ineligibility and Voluntary Exclusion Form**

The Offeror must also sign and return the certification form regarding debarment, suspension, ineligibility and voluntary exclusion required by the U. S. Department of Labor, as set forth in Appendix E.

3.8 **Manner of Payment**

3.8.1 Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

3.8.2 Payments shall be made to auditor within ten (10) working days following submission of proper invoice to the Director of Finance.

3.8.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this request for proposals.

## 1.0 AUDIT SELECTION COMMITTEE

Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Finance, consisting of various Finance personnel. The Audit Selection Committee will make its recommendation to the City Council based on its review and scoring of the proposals.

## 2.0 REVIEW OF PROPOSALS

2.1 The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described in Part Seven, Paragraph 3.0 below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

2.2 After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

## 3.0 EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. All proposals will be evaluated based on, but not limited to, the following criteria.

### 3.1 **Mandatory Elements**

3.1.1 The audit firm is independent and licensed to practice in the State of Missouri.

3.1.2 The audit firm's professional personnel have received adequate continuing professional education within the preceding three (3) years.

3.1.3 The firm has no conflict of interest with regard to any other work performed by the firm for the City.

3.1.4 The firm submits a copy of its most recent external quality control review report and letter of comments and the firm has a record of quality audit work.

3.1.5 The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

3.1.6 The proposal demonstrates that the firm has an understanding of the audit objectives, the City's needs and final products to be delivered.

3.1.7 The proposal demonstrates an adequate intention of starting the audit when required,

meeting deadlines and completing the audit in a timely fashion.

**FIRMS THAT DO NOT MEET THE MANDATORY CRITERIA LISTED ABOVE WILL BE ELIMINATED FROM FURTHER CONSIDERATION.**

3.2 **Technical Qualifications: (Maximum Points - 50)**

3.2.1 **Expertise and Experience**

- The firm's past experience on comparable government engagements of the City's type and size.
- Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement.
- The quality and governmental experience of the firm's professional personnel to be assigned to the engagement.
- The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance.
- Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation.

3.2.2 **Audit Approach**

- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques

3.3 **Price: (Maximum Points - 50)**

**COST WILL BE A MAJOR, BUT NOT THE PRIMARY, FACTOR IN THE SELECTION OF AN AUDIT FIRM.** Fee quotations for this engagement which appear to understate actual costs to conduct the audit may be considered "low-balling", in which case disqualification may result.

3.4 **Other Considerations**

- Litigation, pending or settled, involving the proposed practice office
- Disciplinary actions involving the proposed practice office

## 4.0 ORAL PRESENTATIONS

4.1 During the evaluation process, the Audit Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Selection Committee may have on a firm's proposal.

## 5.0 **FINAL SELECTION**

5.1 The City Council will select a firm based upon the recommendation of the Audit Selection Committee following its evaluation of proposals received.

5.2 It is anticipated that a firm will be selected by October 1, 2018. Following notification of the firm selected, it is expected a contract will be executed between both parties during October of 2018.

## 6.0 **RIGHT TO REJECT PROPOSALS**

6.1 Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

6.2 The City reserves the right without prejudice to reject any or all proposals.

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**APPENDIX A - MUNICIPAL OFFICIALS**
**PROFESSIONAL AUDIT SERVICES**

**Mayor**

Gary Shaw

**City Council**

| | |
|---|---|
| Gary Shaw | Zone I |
| Melodee Colbert-Kean | Zone II |
| Phil Stinnett | Zone III |
| Diane Reid-Adams | Zone IIII |
| Taylor Brown | General |
| Doug Lawson | General |
| Anthony Monteleone | General |
| Ryan Stanley | General |
| Jim West | General |

**City Officials**

| | |
|---|---|
| Sam Anselm | City Manager |
| Peter Edwards | City Attorney |
| Barbara Gollhofer | City Clerk |
| John Podleski | Municipal Judge |
| David Hertzberg | Public Works Director |
| Paul Bloomberg | Parks Director |
| Matt Stewart | Chief of Police |
| Jimmy Furgerson | Fire Chief |
| Daniel Pekarek | Community Health Director |
| Lamonte Ratcliff | Municipal Court Administrator |
| Jacque Gage | Joplin Public Library Director |
| Leslie Haase | Director of Finance |
| Mark Morris | Information Technology Director |
| Lynn Onstot | Public Information Officer |
| Patrick Tuttle | CVB Director |
| David Allgood | Human Resource Director/Risk Manager |

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**APPENDIX B**
**PROFESSIONAL AUDIT SERVICES**

**PART 1 OF 4 - OFFER AND SCHEDULE OF PROFESSIONAL FEES - FOR THE AUDIT OF THE FINANCIAL STATEMENTS FISCAL YEARS ENDING OCTOBER 31, 2018, 2019, 2020, 2021, and 2022**

***ALL SERVICES DESCRIBED IN THE REQUEST FOR PROPOSAL-PART TWO***
***TOTAL ALL-INCLUSIVE MAXIMUM PRICE***

| | |
|---|---|
| 2018 Audit Services (CAFR and A-133 Single Audit) | $_____ |
| Separate PFC Audit | $_____ |
| Separate Pension Plan Audit | $_____ |
| 2019 Audit Services (CAFR and A-133 Single Audit) | $_____ |
| Separate PFC Audit | $_____ |
| Separate Pension Plan Audit | $_____ |
| 2020 Audit Services (CAFR and A-133 Single Audit) | $_____ |
| Separate PFC Audit | $_____ |
| Separate Pension Plan Audit | $_____ |
| 2021 Audit Services (CAFR and A-133 Single Audit) | $_____ |
| Separate PFC Audit | $_____ |
| Separate Pension Plan Audit | $_____ |
| 2022 Audit Services (CAFR and A-133 Single Audit) | $_____ |
| Separate PFC Audit | $_____ |
| Separate Pension Plan Audit | $_____ |

**PART 2 OF 4 - OFFER AND SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY**

| | 2018 Standard Hourly Rates | 2018 Quoted Hourly Rates |
|---|---|---|
| Partners | $ _____ | $_____ |
| Managers | _____ | _____ |
| Seniors | _____ | _____ |
| Other supervisory staff | _____ | _____ |
| Staff | _____ | _____ |
| Other (specify) | _____ | _____ |

The Offeror agrees not to increase the quoted hourly rates by more than the following percentages for each successive one-year extension to the contract term:

2019 _____ percent of the 2018 quoted hourly rate.

2020 _____ percent of the 2019 quoted hourly rate.

2021 _____ percent of the 2020 quoted hourly rate.

2022 _____ percent of the 2021 quoted hourly rate.

**PART 3 OF 4 - OFFEROR GUARANTEES**

1.0 The Offeror certifies it can and shall provide and make available, at a minimum, all services set forth in Part Two - Scope of Work.

2.0 The Offeror has read Appendix D, Special Provisions, and Appendix E, Additional Terms, and agrees that the rights and prerogatives as detailed in that appendix are retained by the City.

**PART 4 OF 4 - OFFEROR WARRANTIES**

1.0 Offeror warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3.0 Offeror warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.

4.0 Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

This offer, as detailed in Appendix C, Parts 1 through 5, is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposal.

The undersigned offeror agrees to provide services in accordance with the terms and conditions specified in the Request for Proposal, and to enter into the City's Standard Form of Contract (Appendix F), which shall embody such terms and conditions, if this offer is accepted in whole or in part within the period of time specified above for acceptance of proposals.

**IF THE OFFEROR IS TAKING EXCEPTION TO ANY OF THE TERMS, CONDITIONS AND PROVISIONS OF THE CITY'S STANDARD FORM OF CONTRACT AND THIS REQUEST FOR PROPOSALS, SUCH EXCEPTIONS SHALL BE CLEARLY NOTED AND DETAILED IN AN ATTACHMENT TO THIS APPENDIX. OTHERWISE, THE CITY WILL NOT CONSIDER ANY EXCEPTIONS TO ITS STANDARD FORM OF CONTRACT.**

Offeror: _____

By: _____

Name (Please type):_____

Title: _____

Firm: _____ Date: _____

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**APPENDIX C - SPECIAL PROVISIONS**
**PROFESSIONAL AUDIT SERVICES**

1. **Term of Contract**: The term of the contract shall be one year from the effective date of the City's written Notice to the Auditor to Proceed with work. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

2. **Option to Extend the Contract**: The City may, at its sole option, give notice to the Auditor to extend the contract for up to four (4) additional successive one-year terms unless the Auditor has notified the City at least sixty days prior to the end of the contract term or extensions thereto that the Auditor will not renew the contract.

3. **Time of Completion**: Notwithstanding the term of the Contract, the Auditor shall complete all work and provide all services in accordance with the schedule of time promised by the Auditor in its proposal.

4. **Adjustment of Fees**: The Auditor agrees that all fees shall be at the rates specified in the Auditor's proposal for the entire term of the Contract and extensions thereto except fees may be increased by the amounts specified by the Auditor for successive one-year extensions to the Contract term. The increase shall not be automatically allowed by the City but may be allowed upon written request and justification by Auditor at least sixty days prior to the end of the current contract term.

5. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in its proposal.

6. The City agrees to pay the Auditor in accordance with the fees set forth in the Auditor's proposal for services authorized by City purchase order or other written notice by the City upon presentation of proper invoice.

7. **Insurance:** The Auditor shall secure and maintain during the entire term of the contract and extensions thereto, professional liability insurance in an amount satisfactory to the City to cover any alleged errors and omissions or fraud.

**CITY OF JOPLIN, MISSOURI**
**REQUEST FOR PROPOSAL #2018-RFP-09**
**APPENDIX D - CITY'S STANDARD FORM OF CONTRACT**
**PROFESSIONAL AUDIT SERVICES**

CONTRACT NO._____

ADDRESS & PHONE OF CITY

CONTRACTOR
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820 ext 251

NAME, ADDRESS & PHONE OF

# AGREEMENT

**THIS AGREEMENT**, made and entered into this _____ day of _____, 20__, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main Street, Joplin, Missouri and _____ hereinafter referred to as the "Auditor."

**WITNESSETH:**

**WHEREAS**, the City of Joplin desires to engage the Auditor to render certain services hereinafter described in Request For Proposal **2018-RFP-09** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Auditor submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, the Auditor has become the lowest and best Offeror for performing the services listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C;

**NOW, THEREFORE**, the parties to the contract agree to the following:

1. The City agrees to engage the Auditor and the Auditor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Auditor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Auditor shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

7. **Termination:** If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City unless required by law, subpoena or professional standard.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Finance Department. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Auditor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's proposal. Therefore, the Auditor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Auditor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employees/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 Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The 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 is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the 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.

15. The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Auditors:** If the Auditor is a foreign corporation or non-resident Auditor, it is agreed that the Auditor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless

exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

18. Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Auditor further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Auditor's Responsibility for Subcontractors**: It is further agreed that Auditor 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. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

(A) In no event shall the City, its agents and employees, be liable to the Auditor 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, its agents and employees, shall be limited to the amount of money to be paid or received by the City under this contract.

(B) The Auditor shall defend, indemnify, and hold the City, its agents and employees, harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Auditor arising out of or in any way connected with this contract. Auditor further agrees to defend, indemnify, and hold the City, its agents and employees, harmless from and against any claims, losses, and liabilities arising out of the award of this contract

to the Auditor.

(C) The Auditor assumes full responsibility for relations with Subcontractors, and shall defend, indemnify and save harmless the City, its agents and employees, from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of the City, its agents or employees.

(D) The Auditor shall indemnify and hold the City, its agents and employees, harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

21. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Chapter 105 shall not be violated.

22. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

23. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. **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.

25. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Finance Department, 602 South Main Street, Joplin, Missouri, 64801 and the Auditor at _____. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the date first above written.

**CITY OF JOPLIN, MISSOURI**

By:_____

Sam Anselm, City Manager

AUDITOR

_____

Company Name

By:_____

Signature

Name:_____

Print or type

Title:_____

CERTIFICATE OF DIRECTOR OF FINANCE:

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-521**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

**Department Head: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending various departments for utilities, such as telephone charges, copy services, electric charges, gas charges, water charges, wastewater charges and postage charges.
- Amending various departments for fuel costs and central garage repairs.
- Amending the TIF transfer fees to recognize actual tax collections in the various TIF districts.
- Amending the Streets budget for the FEMA infrastructure repairs made in conjunction with the CDBG-DR infrastructure work as the result of the tornado that struck our community on May 22, 2011.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $1,199,650.00.

This is a budget amendment based on ***expected*** expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to the various fund balances will not be known until the accrual entries are completed for the annual audit.

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

**COUNCIL BILL NO. 2018-521** **ORDINANCE NO.**

AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

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

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of One Million One Hundred Ninety-Nine Thousand Six Hundred Fifty Dollars and No Cents ($1,199,650.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
3-Oct-18

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | City Council | 001-0101-500-6105 | Dues & Memberships | $ | | 4,300 |
| | Building Regulations | 001-1506-570-4210 | Central Garage Repairs | | | 500 |
| | Finance | 001-2003-500-3120 | Other Utility Services | | | 4,000 |
| | TIF Reimbursable Costs | 001-2015-500-5015 | Legal & Professional Fees | | | 10,000 |
| | PW City Facility Maintenance | 001-4502-520-3115 | Fuel, Oil & Diesel | | | 1,500 |
| | PW City Facility Maintenance | 001-4502-520-4210 | Central Garage Repairs | | | 5,000 |
| | PW Engineering | 001-4505-520-3115 | Fuel, Oil & Diesel | | | 1,000 |
| | PW Operations | 001-4506-520-4210 | Central Garage Repairs | | | 1,000 |
| | Police Administration | 001-5501-510-3115 | Fuel, Oil & Diesel | | | 1,500 |
| | Police Uniform Operations | 001-5502-510-3115 | Fuel, Oil & Diesel | | | 5,000 |
| | Police Investigations | 001-5503-510-3015 | Telephone Charges | | | 350 |
| | Police Investigations | 001-5503-510-3115 | Fuel, Oil & Diesel | | | 4,000 |
| | Police Investigations | 001-5503-510-4210 | Central Garage Repairs | | | 5,000 |
| | Police Professional Standard | 001-5504-510-3115 | Fuel, Oil & Diesel | | | 100 |
| | Police Jail Services | 001-5507-510-3015 | Telephone Charges | | | 300 |
| | Police Jail Services | 001-5507-510-3115 | Fuel, Oil & Diesel | | | 750 |
| | Police Jail Services | 001-5507-510-7010 | Copy Services | | | 1,500 |
| | Police Special Services | 001-5508-510-3115 | Fuel, Oil & Diesel | | | 10,000 |
| | Police Special Services | 001-5508-510-4210 | Central Garage Repairs | | | 4,000 |
| | Fire Operations | 001-6002-510-3005 | Electric Charges | | | 3,000 |
| | Fire Operations | 001-6002-510-3010 | Gas Charges | | | 2,000 |
| | Fire Operations | 001-6002-510-3115 | Fuel, Oil & Diesel | | | 8,000 |
| | Public Safety Training Ctr | 001-6275-510-3030 | Wastewater Charges | | | 1,500 |
| | Cemetery | 001-6540-560-3115 | Fuel, Oil & Diesel | | | 2,000 |
| | Cemetery | 001-6540-560-4210 | Central Garage Repairs | | | 5,000 |
| | TIF Transfer | 001-9003-500-9805 | TIF Transfer | | | 150,000 |
| | Total General Fund | | | $ | - | 231,300 |
| 110 | Health Fund | | | | | |
| | Health Administration | 110-3501-550-3015 | Telephone Charges | $ | | 1,000 |
| | Health Administration | 110-3501-550-3115 | Fuel, Oil & Diesel | | | 100 |
| | Health Administration | 110-3501-550-5035 | Property Tax Services | | | 850 |
| | Health Environmental Health | 110-3503-550-3115 | Fuel, Oil & Diesel | | | 1,000 |
| | Health Medical Services | 110-3504-550-3005 | Electric Charges | | | 1,000 |
| | Health Medical Services | 110-3504-550-5160 | Vital Records Program | | | 1,000 |
| | Health Medical Services | 110-3504-550-7010 | Copy Services | | | 750 |
| | Health Animal Control | 110-3505-550-3010 | Gas Charges | | | 100 |
| | Health Animal Control | 110-3505-550-3115 | Fuel, Oil & Diesel | | | 1,000 |
| | Total Health Fund | | | $ | - | 6,800 |
| 115 | Parks Fund | | | | | |
| | Parks Administration | 115-6501-560-5035 | Property Tax Services | $ | | 850 |
| | Parks Administration | 115-6501-560-7513 | Friends of the Park Program | | | 5,000 |
| | Parks Pools | 115-6510-560-2210 | Resale Concession | | | 1,000 |
| | Parks Pools | 115-6510-560-2605 | Chemical & Laboratory Supplies | | | 2,500 |
| | Parks Pools | 115-6510-560-3020 | Water Charges | | | 10,000 |
| | Parks Recreation Programs | 115-6511-560-3015 | Telephone Charges | | | 1,500 |
| | Parks Recreation Programs | 115-6511-560-7131 | Merchant Card Services | | | 8,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Parks Senior Adult Services | 115-6512-560-3005 | Electric Charges | | | 20,000 |
| | Parks Senior Adult Services | 115-6512-560-3010 | Gas Charges | | | 2,000 |
| | Parks Memorial Hall | 115-6513-560-2210 | Resale Concession | | | 8,500 |
| | Parks Athletic Complex | 115-6516-560-3020 | Water Charges | | | 12,000 |
| | Parks Athletic Complex | 115-6516-560-3115 | Fuel, Oil & Diesel | | | 4,000 |
| | Parks Athletic Complex | 115-6516-560-7205 | Resale Concession | | | 5,000 |
| | Parks Stadium Maintenance | 115-6530-560-2210 | Resale Concession | | | 10,000 |
| | Parks Grounds Maintenance | 115-6532-560-3010 | Gas Charges | | | 1,000 |
| | Parks Grounds Maintenance | 115-6532-560-3035 | Sanitation Charges | | | 3,000 |
| | Total Parks Fund | | | $ | - | 94,350 |
| 120 | SWM Fund | | | | | |
| | Planning & Mgmt Admin | 120-4510-540-3115 | Fuel, Oil & Diesel | $ | | 500 |
| | Planning & Mgmt Admin | 120-4510-540-4210 | Central Garage Repairs | | | 500 |
| | Planning & Mgmt Admin | 120-4510-540-5035 | Property Tax Services | | | 850 |
| | Total SWM Fund | | | $ | - | 1,850 |
| 130 | Parks & Stormwater Sales Tax Fund | | | | | |
| | Transfers | 130-9003-530-9805 | TIF Transfer | $ | | 15,000 |
| | Transfers | 130-9003-560-9805 | TIF Transfer | | | 10,000 |
| | Total Parks & Stormwater Sales Tax Fund | | | $ | - | 25,000 |
| 140 | TST Fund | | | | | |
| | Street Maintenance | 140-4520-530-3010 | Gas Charges | $ | | 4,000 |
| | Street Maintenance | 140-4520-530-3115 | Fuel, Oil & Diesel | | | 25,000 |
| | Street Maintenance | 140-4520-530-5090 | FEMA Cleanup Fees | | | 300,000 |
| | Traffic Signal Maintenance | 140-4531-530-3115 | Fuel, Oil & Diesel | | | 1,000 |
| | Paratransit System | 140-5002-530-3010 | Gas Charges | | | 1,000 |
| | Paratransit System | 140-5002-530-3115 | Fuel, Oil & Diesel | | | 15,000 |
| | Paratransit System | 140-5002-530-4215 | Other Vehicle Repairs | | | 35,000 |
| | TIF Transfer | 140-9003-530-9805 | TIF Transfer | | | 50,000 |
| | Total TST Fund | | | $ | - | 431,000 |
| 145 | Capital Improvement Sales Tax Fund | | | | | |
| | Transfers | 145-9003-520-9805 | TIF Transfer | | | 40,000 |
| | Total Capital Improvement Sales Tax Fund | | | $ | - | 40,000 |
| 205 | Debt Service Fund | | | | | |
| | City Hall Acquisition | 205-8703-500-7310 | Bond Agent Costs | $ | | 1,000 |
| | Total Debt Service Fund | | | $ | - | 1,000 |
| 405 | Airport Fund | | | | | |
| | Regional Airport | 405-5004-520-3020 | Water Charges | $ | | 4,000 |
| | Regional Airport | 405-5004-520-3115 | Fuel, Oil & Diesel | | | 4,000 |
| | Total Airport Fund | | | $ | - | 8,000 |
| 410 | Golf Course Fund | | | | | |
| | Golf Administration | 410-6520-560-3010 | Gas Charges | $ | | 850 |
| | Golf Administration | 410-6520-560-3020 | Water Charges | | | 5,000 |
| | Golf Administration | 410-6520-560-3115 | Fuel, Oil & Diesel | | | 7,000 |
| | Golf Administration | 410-6520-560-7205 | Resale Inventory | | | 5,000 |
| | Grounds Maintenance | 410-6521-560-3005 | Electric Charges | | | 5,500 |
| | Grounds Maintenance | 410-6521-560-3115 | Fuel, Oil & Diesel | | | 7,500 |
| | Total Golf Course Fund | | | $ | - | 30,850 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 415 | Sanitary Sewer Fund | | | | | |
| | Billing & Collection | 415-2002-540-3015 | Telephone Charges | $ | | 1,500 |
| | Billing & Collection | 415-2002-540-7131 | Merchant Card Service Fee | | | 40,000 |
| | Sewer Treatment | 415-4541-540-3010 | Gas Charges | | | 90,000 |
| | Sewer Treatment | 415-4541-540-3020 | Water Charges | | | 5,000 |
| | Sewer Treatment | 415-4541-540-3030 | Wastewater Charges | | | 1,500 |
| | Sewer Treatment | 415-4541-540-3115 | Fuel, Oil & Diesel | | | 15,000 |
| | Sewer Treatment | 415-4541-540-7030 | Fees & Permits | | | 23,000 |
| | Sewer Maintenance | 415-4542-540-3010 | Gas Charges | | | 1,500 |
| | Sewer Maintenance | 415-4542-540-3115 | Fuel, Oil & Diesel | | | 3,000 |
| | Sewer Maintenance | 415-4542-540-4210 | Central Garage Repairs | | | 25,000 |
| | Total Sewer Fund | | | $ | - | 205,500 |
| 505 | Central Garage Fund | | | | | |
| | Central Garage | 505-4570-520-3010 | Gas Charges | $ | | 1,000 |
| | Central Garage | 505-4570-520-3115 | Fuel, Oil & Diesel | | | 4,000 |
| | Central Garage | 505-4570-520-3116 | Outside Agency Fuel | | | 9,000 |
| | Central Garage | 505-4570-520-7010 | Copy Services | | | 5,000 |
| | Central Garage | 505-4570-520-7225 | Cost of Parts & Materials | | | 100,000 |
| | Total Central Garage Fund | | | $ | - | 119,000 |
| 520 | Emergency Communications Fund | | | | | |
| | Dispatch Services | 520-8502-510-3015 | Telephone Charges | $ | | 4,000 |
| | Dispatch Services | 520-8502-510-3120 | Other Utility Services | | | 1,000 |
| | Total Emergency Communications Fund | | | $ | - | 5,000 |
| | Grand Total | | | $ | - | 1,199,650 |

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: OCTOBER 15, 2018**

**ITEM: COUNCIL BILL NO. 2018-522**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**

**ATTACHMENTS: 1) Budget Summary for the FY 2018 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; 2) Budget Reconciliation-Proposed to Adopted**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill approves the 2018-2019 budget for the City of Joplin.

**DISCUSSION:**
This Council Bill adopts the 2018-2019 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $124,762,250 in revenue (including transfers) and $125,264,402 in appropriations (including transfers).

**RECOMMENDATION:**
Staff recommends approval of this Council Bill on an emergency basis.

**COUNCIL BILL NO. 2018-522 ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2018 to October 31, 2019, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years, and

WHEREAS, the City Council has fully complied with all of the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon;

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

Section 1. The FY 2018-2019 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2018 to October 31, 2019.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2018 to October 31, 2019 are $124,762,250 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2018 to October 31, 2019 are $125,264,402.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2017-2018 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2018. The amount of the increase to the FY 2018-2019 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That if and when appropriations are made during the Budget period November 1, 2018 to October 31, 2019, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the

requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# BUDGET RECONCILIATION
# PROPOSED TO ADOPTED BUDGET
# FY 2018-2019

| Fund/Department/Division | Description | | Proposed Budget | Adopted Budget | Increase/ (Decrease) |
|---|---|---|---|---|---|
| **REVENUES** | | | | | |
| **Community Planning Fund** | CDBG Grant - 2016 | (1) | $ 300,000 | $ 150,000 | $ (150,000) |
| | CDBG Grant - 2017 | (1) | 339,846 | 152,346 | (187,500) |
| **Municipal Golf Course Fund** | | | | | |
| General Fund Subsidy | Transfer from General Fund | (2) | - | 102,680 | 102,680 |
| | **Total Revenue Increase/(Decrease)** | | **$ 639,846** | **$ 405,026** | **$ (234,820)** |
| **APPROPRIATIONS** | | | | | |
| **General Fund** | | | | | |
| City Council: Administration | Consulting Fees - Council Retreat Facilitator | (1) | $ 18,000 | $ 23,000 | $ 5,000 |
| City Manager: Administration | Consulting Fees - Citizen Survey | (1) | 20,000 | 38,000 | 18,000 |
| Municipal Court: Administration | Small Office Furnishings - Office Chair | (1) | - | 400 | 400 |
| Municipal Court: Judicial Services | Judicial Services - Public Defender | (1) | 38,069 | 38,640 | 571 |
| Police: Uniform Services | Overtime (Martin Luther King Jr. Holiday) | (2) | 20,000 | 50,000 | 30,000 |
| Fire: Operations | Overtime (Martin Luther King Jr. Holiday) | (2) | 30,000 | 50,000 | 20,000 |
| Golf Course Subsidy | Transfer to Municipal Golf Course | (2) | - | 102,680 | 102,680 |
| **Parks & Stormwater Sales Tax Fund** | | | | | |
| Parks & Recreation Projects | TS0514 - McClelland Park Improvements | (1) | 50,000 | 58,000 | 8,000 |
| **Transportation Sales Tax Fund** | | | | | |
| Paratransit System | Overtime (Martin Luther King Jr. Holiday) | (2) | 15,000 | 17,000 | 2,000 |
| **Community Planning Fund** | | | | | |
| CDBG Projects | Facade Programs | (1) | 375,000 | 37,500 | (337,500) |
| **Sanitary Sewer Fund** | | | | | |
| Sewer Treatment | Motor Vehicles - 1 1/2-Ton Truck with Crane Body | (1) | 39,500 | 107,000 | 67,500 |
| | Overtime (Martin Luther King Jr. Holiday) | (2) | 1,000 | 7,000 | 6,000 |
| Sewer Maintenance | Overtime (Martin Luther King Jr. Holiday) | (2) | 1,000 | 3,000 | 2,000 |
| | **Total Appropriation Increase/(Decrease)** | | **$ 607,569** | **$ 532,220** | **$ (75,349)** |

**NOTES:**

Public Safety Sales Tax separated from the General Fund.

(1) Corrections and adjustments made by staff during budget review.

(2) Budget work session adjustments.

# Budget Summary

| | Governmental Funds | Proprietary Funds | Component Units | Total All Funds |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Taxes | $ 48,813,007 | $ - | $ 5,845,000 | $ 54,658,007 |
| Licenses & Permits | 1,742,200 | - | - | 1,742,200 |
| Fines & Forfeitures | 1,094,100 | - | - | 1,094,100 |
| Service Charges & User Fees | 3,700,300 | 18,382,325 | - | 22,082,625 |
| Charges & Assessments | 1,421,014 | 7,987,720 | - | 9,408,734 |
| Other Income & Donations | 942,600 | 143,900 | 29,000 | 1,115,500 |
| Intergovernmental | 19,099,757 | 6,298,466 | - | 25,398,223 |
| **TOTAL REVENUES** | **$ 76,812,978** | **$ 32,812,411** | **$ 5,874,000** | **$ 115,499,389** |
| **EXPENDITURES** | | | | |
| General Government | $ 5,766,620 | $ 9,559,573 | $ 3,349,582 | $ 18,675,775 |
| Public Safety | 19,712,522 | 1,712,066 | - | 21,424,588 |
| Public Works | 2,048,007 | 2,122,743 | - | 4,170,750 |
| Highways & Streets | 30,430,700 | - | - | 30,430,700 |
| Environmental | 2,828,824 | 10,869,877 | - | 13,698,701 |
| Health Services | 2,467,194 | - | - | 2,467,194 |
| Culture & Recreation | 5,530,905 | 707,992 | - | 6,238,897 |
| Social Services | 8,444,168 | - | - | 8,444,168 |
| Debt Service | 150,774 | 628,787 | - | 779,561 |
| Infrastructure/Economic Development | 5,175,000 | - | - | 5,175,000 |
| **TOTAL EXPENDITURES** | **$ 82,554,714** | **$ 25,601,038** | **$ 3,349,582** | **$ 111,505,334** |
| **EXCESS REVENUES OVER (UNDER) EXPEN.** | **$ (5,741,736)** | **$ 7,211,373** | **$ 2,524,418** | **$ 3,994,055** |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 8,210,181 | $ 1,052,680 | $ - | 9,262,861 |
| Transfers Out | (11,981,457) | (1,777,611) | - | (13,759,068) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (3,771,276)** | **$ (724,931)** | **$ -** | **$ (4,496,207)** |
| **NET CHANGE IN FUND BALANCE** | **$ (9,513,012)** | **$ 6,486,442** | **$ 2,524,418** | **$ (502,152)** |
| **FUND BALANCE, BEGINNING OF YEAR** | **$ 40,750,366** | **$ 116,990,976** | **$ 6,278,491** | **$ 164,019,833** |
| **FUND BALANCE, END OF YEAR** | **$ 31,237,354** | **$ 123,477,418** | **$ 8,802,909** | **$ 163,517,681** |
| **FUND BALANCE SUMMARY:** | | | | |
| Invested in Capital Assets (Proprietary Funds) | $ - | $ 103,636,022 | $ - | $ 103,636,022 |
| Restricted for Debt Service | - | 3,703,761 | - | 3,703,761 |
| Reserved for Equipment Replacement | - | - | - | - |
| Other Reserves/Designations | 18,817,254 | - | - | 18,817,254 |
| Unrestricted Fund Balance/Net Assets | 12,420,100 | 16,137,635 | 8,802,909 | 37,360,644 |
| **TOTAL FUND BALANCE SUMMARY** | **$ 31,237,354** | **$ 123,477,418** | **$ 8,802,909** | **$ 163,517,681** |

# Summary of Governmental Funds

| | General Fund | Public Safety Sales Tax Fund | Convention & Tourism Fund | Health & Welfare Fund | Parks & Recreation Fund | Solid Waste Management Fund | Parks & Stormwater Sales Tax Fund |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Taxes | $ 20,722,250 | $ 7,181,125 | $ 1,405,000 | $ 430,700 | $ 430,700 | $ 430,700 | $ 3,590,563 |
| Licenses & Permits | 1,722,200 | - | - | - | - | - | - |
| Fines & Forfeitures | 1,094,100 | - | - | - | - | - | - |
| Service Charges & User Fees | 110,500 | 25,000 | - | 10,650 | 818,000 | 2,510,000 | - |
| Charges & Assessments | 248,464 | - | - | 106,550 | - | 31,000 | - |
| Other Income & Donations | 704,150 | - | 3,000 | 10,400 | 22,700 | 2,750 | - |
| Federal Grants | 473,248 | - | - | 265,163 | - | - | 200,000 |
| State Grants | 85,000 | - | - | 655,911 | - | 37,500 | - |
| Local Grants | 170,000 | - | - | 51,000 | - | - | - |
| **TOTAL REVENUES** | **$ 25,329,912** | **$ 7,206,125** | **$ 1,408,000** | **$ 1,530,374** | **$ 1,271,400** | **$ 3,011,950** | **$ 3,790,563** |
| **EXPENDITURES** | | | | | | | |
| General Government | $ 5,766,620 | $ - | $ - | $ - | $ - | $ - | $ - |
| Public Safety | 15,090,673 | 4,621,849 | - | - | - | - | - |
| Public Works | 1,979,757 | - | - | - | - | - | - |
| Highways & Streets | - | - | - | - | - | - | 4,825,177 |
| Environmental | - | - | - | - | - | 2,828,824 | - |
| Health Services | - | - | - | 2,467,194 | - | - | - |
| Culture & Recreation | 405,444 | - | 1,266,975 | - | 3,469,249 | - | 389,237 |
| Social Services | 737,135 | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - |
| Infrastructure/Economic Dev. | - | - | - | - | - | - | - |
| **TOTAL EXPENDITURES** | **$ 23,979,629** | **$ 4,621,849** | **$ 1,266,975** | **$ 2,467,194** | **$ 3,469,249** | **$ 2,828,824** | **$ 5,214,414** |
| **EXCESS REVENUES OVER (UNDER) EXPENDITURES** | **$ 1,350,283** | **$ 2,584,276** | **$ 141,025** | **$ (936,820)** | **$ (2,197,849)** | **$ 183,126** | **$ (1,423,851)** |
| **OTHER FINANCING SOURCES (USES)** | | | | | | | |
| Transfers In | $ 4,693,681 | $ - | $ - | $ 1,020,000 | $ 2,346,500 | $ - | $ - |
| Transfers Out | (6,120,858) | (1,472,270) | (65,137) | (60,384) | (125,684) | (49,284) | (427,085) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ (1,427,177)** | **$ (1,472,270)** | **$ (65,137)** | **$ 959,616** | **$ 2,220,816** | **$ (49,284)** | **$ (427,085)** |
| **NET CHANGE IN FUND BALANCE** | **$ (76,894)** | **$ 1,112,006** | **$ 75,888** | **$ 22,796** | **$ 22,967** | **$ 133,842** | **$ (1,850,936)** |
| **FUND BALANCE, BEG. OF YEAR** | **$ 10,458,559** | **$ 9,821,854** | **$ 1,231,153** | **$ 698,854** | **$ 122,638** | **$ 1,137,889** | **$ 3,235,334** |
| **FUND BALANCE, END OF YEAR** | **$ 10,381,665** | **$ 10,933,860** | **$ 1,307,041** | **$ 721,650** | **$ 145,605** | **$ 1,271,731** | **$ 1,384,398** |
| **FUND BALANCE SUMMARY:** | | | | | | | |
| Reserved for Contingency-PS | $ - | $ 1,050,800 | $ - | $ - | $ - | $ - | $ - |
| Unrest. Pub. Safety Fund Balance | - | 9,883,060 | - | - | - | - | - |
| Reserved for Contingency | 5,664,337 | - | - | - | - | - | - |
| Reserved for Equip. Replacement | - | - | - | - | - | - | - |
| Other Reserves | - | - | - | - | - | - | - |
| Unrestricted Fund Balance | 4,717,328 | - | 1,307,041 | 721,650 | 145,605 | 1,271,731 | 1,384,398 |
| **TOTAL FUND BALANCE SMRY** | **$ 10,381,665** | **$ 10,933,860** | **$ 1,307,041** | **$ 721,650** | **$ 145,605** | **$ 1,271,731** | **$ 1,384,398** |

| Transportation Sales Tax Fund | Capital Improvement Sales Tax Fund | Community Planning Fund | Economic Development Fund | Debt Service Fund | Infrastructure Improv. Fund | Revolving Public Improv. Fund | EDA Grant Fund | Total Governmental Funds |
|---|---|---|---|---|---|---|---|---|
| $ 9,236,125 | $ 5,385,844 | $ - | $ - | $ - | $ - | $ - | $ - | $ 48,813,007 |
| - | - | 20,000 | - | - | - | - | - | 1,742,200 |
| - | - | - | - | - | - | - | - | 1,094,100 |
| 211,150 | - | 15,000 | - | - | - | - | - | 3,700,300 |
| 850,000 | - | 5,000 | - | 150,000 | - | 30,000 | - | 1,421,014 |
| 66,600 | 108,000 | - | 25,000 | - | - | - | - | 942,600 |
| - | - | 7,376,280 | - | - | 5,425,000 | - | - | 13,739,691 |
| 664,289 | - | 190,366 | - | - | 90,000 | - | - | 1,723,066 |
| 16,000 | 3,400,000 | - | - | - | - | - | - | 3,637,000 |
| **$ 11,044,164** | **$ 8,893,844** | **$ 7,606,646** | **$ 25,000** | **$ 150,000** | **$ 5,515,000** | **$ 30,000** | **$ -** | **$ 76,812,978** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,766,620 |
| - | - | - | - | - | - | - | - | 19,712,522 |
| - | - | - | - | - | - | 68,250 | - | 2,048,007 |
| 8,539,937 | 17,065,586 | - | - | - | - | - | - | 30,430,700 |
| - | - | - | - | - | - | - | - | 2,828,824 |
| - | - | - | - | - | - | - | - | 2,467,194 |
| - | - | - | - | - | - | - | - | 5,530,905 |
| - | - | 7,707,033 | - | - | - | - | - | 8,444,168 |
| - | - | - | - | 150,774 | - | - | - | 150,774 |
| - | - | - | - | - | 5,175,000 | - | - | 5,175,000 |
| **$ 8,539,937** | **$ 17,065,586** | **$ 7,707,033** | **$ -** | **$ 150,774** | **$ 5,175,000** | **$ 68,250** | **$ -** | **$ 82,554,714** |
| **$ 2,504,227** | **$ (8,171,742)** | **$ (100,387)** | **$ 25,000** | **$ (774)** | **$ 340,000** | **$ (38,250)** | **$ -** | **$ (5,741,736)** |
| $ - | $ - | $ 150,000 | $ - | $ - | $ - | $ - | $ - | $ 8,210,181 |
| (3,062,249) | (592,571) | (5,935) | - | - | - | - | - | (11,981,457) |
| **$ (3,062,249)** | **$ (592,571)** | **$ 144,065** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ (3,771,276)** |
| **$ (558,022)** | **$ (8,764,313)** | **$ 43,678** | **$ 25,000** | **$ (774)** | **$ 340,000** | **$ (38,250)** | **$ -** | **$ (9,513,012)** |
| **$ 5,189,319** | **$ 14,958,351** | **$ (1,325,672)** | **$ 3,802,253** | **$ 91,304** | **$ (9,461,773)** | **$ 790,303** | **$ -** | **$ 40,750,366** |
| **$ 4,631,297** | **$ 6,194,038** | **$ (1,281,994)** | **$ 3,827,253** | **$ 90,530** | **$ (9,121,773)** | **$ 752,053** | **$ -** | **$ 31,237,354** |
| $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,050,800 |
| - | - | - | - | - | - | - | - | 9,883,060 |
| - | - | - | - | - | - | - | - | 5,664,337 |
| - | - | - | - | - | - | - | - | - |
| - | - | - | 2,219,057 | - | - | - | - | 2,219,057 |
| 4,631,297 | 6,194,038 | (1,281,994) | 1,608,196 | 90,530 | (9,121,773) | 752,053 | - | 12,420,100 |
| **$ 4,631,297** | **$ 6,194,038** | **$ (1,281,994)** | **$ 3,827,253** | **$ 90,530** | **$ (9,121,773)** | **$ 752,053** | **$ -** | **$ 31,237,354** |

# Summary of Proprietary Funds

| REVENUES | Airport Fund | Golf Course Fund | Sanitary Sewer Fund | Central Garage Fund |
|---|---|---|---|---|
| Taxes | $ - | $ - | $ - | $ - |
| Licenses & Permits | - | - | - | - |
| Fines & Forfeitures | - | - | - | - |
| Service Charges & User Fees | 829,780 | 544,000 | 14,051,500 | - |
| Charges & Assessments | - | 12,000 | 160,600 | 1,575,000 |
| Other Income & Donations | 17,000 | 29,500 | 22,100 | - |
| Federal Grants | 6,282,500 | - | - | - |
| State Grants | 15,966 | - | - | - |
| Local Grants | - | - | - | - |
| **TOTAL REVENUES** | **$ 7,145,246** | **$ 585,500** | **$ 14,234,200** | **$ 1,575,000** |
| | | | | |
| **EXPENSES** | | | | |
| General Government | $ - | $ - | $ 757,181 | $ 1,516,506 |
| Public Safety | - | - | - | - |
| Public Works | 2,122,743 | - | - | - |
| Highways & Streets | - | - | - | - |
| Environmental | - | - | 10,869,877 | - |
| Health Services | - | - | - | - |
| Culture & Recreation | - | 707,992 | - | - |
| Social Services | - | - | - | - |
| Debt Service | - | - | 628,787 | - |
| **TOTAL EXPENSES** | **$ 2,122,743** | **$ 707,992** | **$ 12,255,845** | **$ 1,516,506** |
| | | | | |
| **EXCESS OF REVENUES OVER (UNDER) EXP.** | **$ 5,022,503** | **$ (122,492)** | **$ 1,978,355** | **$ 58,494** |
| | | | | |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfers In | $ 950,000 | $ 102,680 | $ - | $ - |
| Transfers Out | (159,798) | (22,954) | (1,451,739) | (48,025) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ 790,202** | **$ 79,726** | **$ (1,451,739)** | **$ (48,025)** |
| | | | | |
| **NET CHANGE IN NET ASSETS** | **$ 5,812,705** | **$ (42,766)** | **$ 526,616** | **$ 10,469** |
| | | | | |
| **NET ASSETS, BEGINNING OF YEAR** | **$ 30,212,546** | **$ 426,819** | **$ 78,044,834** | **$ 231,320** |
| | | | | |
| **NET ASSETS, END OF YEAR** | **$ 36,025,251** | **$ 384,053** | **$ 78,571,450** | **$ 241,789** |
| | | | | |
| **NET ASSETS SUMMARY:** | | | | |
| Invested in Capital Assets | $ 36,631,381 | $ 653,545 | $ 65,093,246 | $ 171,729 |
| Restricted for Capital Replacement | - | - | 3,703,761 | - |
| Unrestricted Net Assets | (606,130) | (269,492) | 9,774,443 | 70,060 |
| **TOTAL NET ASSETS SUMMARY** | **$ 36,025,251** | **$ 384,053** | **$ 78,571,450** | **$ 241,789** |

| Health Self-Insurance Fund | Worker's Compensation Self-Insurance Fund | Liability & Property Self-Insurance Fund | Emergency Comm. Fund | Total Proprietary Funds |
|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - |
| - | - | - | - | - |
| - | - | - | - | - |
| 1,130,000 | - | - | 1,827,045 | 18,382,325 |
| 4,400,000 | 654,141 | 1,185,979 | - | 7,987,720 |
| 52,300 | 23,000 | - | - | 143,900 |
| - | - | - | - | 6,282,500 |
| - | - | - | - | 15,966 |
| - | - | - | - | - |
| **$ 5,582,300** | **$ 677,141** | **$ 1,185,979** | **$ 1,827,045** | **$ 32,812,411** |
| | | | | |
| $ 5,307,800 | $ 806,288 | $ 1,171,798 | $ - | $ 9,559,573 |
| - | - | - | 1,712,066 | 1,712,066 |
| - | - | - | - | 2,122,743 |
| - | - | - | - | - |
| - | - | - | - | 10,869,877 |
| | - | - | - | - |
| - | - | - | - | 707,992 |
| - | - | - | - | - |
| - | - | - | - | 628,787 |
| **$ 5,307,800** | **$ 806,288** | **$ 1,171,798** | **$ 1,712,066** | **$ 25,601,038** |
| **$ 274,500** | **$ (129,147)** | **$ 14,181** | **$ 114,979** | **$ 7,211,373** |
| | | | | |
| $ - | $ - | $ - | $ - | $ 1,052,680 |
| - | - | - | (95,095) | (1,777,611) |
| **$ -** | **$ -** | **$ -** | **$ (95,095)** | **$ (724,931)** |
| **$ 274,500** | **$ (129,147)** | **$ 14,181** | **$ 19,884** | **$ 6,486,442** |
| **$ 2,653,937** | **$ 2,793,137** | **$ 1,044,954** | **$ 1,583,429** | **$ 116,990,976** |
| **$ 2,928,437** | **$ 2,663,990** | **$ 1,059,135** | **$ 1,603,313** | **$ 123,477,418** |
| | | | | |
| $ 30,074 | $ - | $ - | $ 1,056,047 | $ 103,636,022 |
| - | - | - | - | 3,703,761 |
| 2,898,363 | 2,663,990 | 1,059,135 | 547,266 | 16,137,635 |
| **$ 2,928,437** | **$ 2,663,990** | **$ 1,059,135** | **$ 1,603,313** | **$ 123,477,418** |

# Summary of Component Units

| | Joplin TIF Commission | Joplin Redevelopment Corporation | Total Component Units |
|---|---|---|---|
| **REVENUES** | | | |
| Taxes | $ 2,095,000 | $ 3,750,000 | $ 5,845,000 |
| Licenses & Permits | - | - | - |
| Fines & Forfeitures | - | - | - |
| Service Charges & User Fees | - | - | - |
| Charges & Assessments | - | - | - |
| Other Income & Donations | 2,000 | 27,000 | 29,000 |
| State Grants | - | - | - |
| Local Grants | - | - | - |
| **TOTAL REVENUES** | **$ 2,097,000** | **$ 3,777,000** | **$ 5,874,000** |
| **EXPENDITURES** | | | |
| General Government | $ 2,113,000 | $ 1,236,582 | $ 3,349,582 |
| Public Safety | - | - | - |
| Public Works | - | - | - |
| Highways & Streets | - | - | - |
| Environmental | - | - | - |
| Health Services | - | - | - |
| Culture & Recreation | - | - | - |
| Social Services | - | - | - |
| Debt Service | - | - | - |
| **TOTAL EXPENDITURES** | **$ 2,113,000** | **$ 1,236,582** | **$ 3,349,582** |
| **EXCESS REVENUES OVER (UNDER) EXPENDITURES** | **$ (16,000)** | **$ 2,540,418** | **$ 2,524,418** |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfers In | $ - | $ - | $ - |
| Transfers Out | - | - | - |
| **TOTAL OTHER FINANCING SOURCES (USES)** | **$ -** | **$ -** | **$ -** |
| **NET CHANGE IN FUND BALANCE** | **$ (16,000)** | **$ 2,540,418** | **$ 2,524,418** |
| **FUND BALANCE, BEGINNING OF YEAR** | **$ 1,896,495** | **$ 4,381,996** | **$ 6,278,491** |
| **FUND BALANCE, END OF YEAR** | **$ 1,880,495** | **$ 6,922,414** | **$ 8,802,909** |
| **FUND BALANCE SUMMARY:** | | | |
| Reserved Fund Balance | $ - | $ - | $ - |
| Unrestricted Fund Balance | 1,880,495 | 6,922,414 | 8,802,909 |
| **TOTAL FUND BALANCE SUMMARY** | **$ 1,880,495** | **$ 6,922,414** | **$ 8,802,909** |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2018-613 – adoption of a new salary administration plan for city employees

**MEETING DATE**
October 15, 2018

**REVIEWED BY**
Director of Human Resources, City Attorney, City Manager

**SUMMARY**
The following ordinance adopts a new pay plan for city employees to be effective November 1, 2018 for Fiscal Year 2018-19.

**BACKGROUND**
On July 16, 2018, council approved the adoption of a new step plan for Joplin city employees. This step plan went into effect on August 4, 2018. This council bill amends our current step plan to reflect the following changes:

- The reclassification of Clerk to Senior Clerk, as presented to and approved by the city council in June of 2018 and reaffirmed during our September budget work sessions; estimated cost is $6,500
- The reclassification of Police Officer I and Police Officer II to Police Officer in order to streamline the hiring process and administration of payroll
- Adopting new ranges for certain public safety positions, with pay adjustments to be funded from the Public Safety Sales Tax fund dedicated to police and fire; estimated cost is $362,000

**FUNDING SOURCE**
The reclassification of Clerk to Senior Clerk is included in the FY 2018-19 budget. The reclassification of the Police Officer I & II positions and the adoption of new ranges for certain public safety positions will be funded out of the Public Safety Sales Tax fund dedicated to police and fire.

**RECOMMENDATION**
Staff recommends this bill be approved on an emergency basis in accordance with the Home Rule Charter of the City of Joplin, Section 2.12(4), dealing generally with payment of current government expenses.

**ATTACHMENTS**
CB2018-613 Ordinance; CB2018-613 Supplemental – Exhibit A, Salary Administration Plan

**COUNCIL BILL NO. 2018-613 ORDINANCE NO.**

AN ORDINANCE adopting a new pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2018-2019; reclassifying the position of clerk to senior clerk; reclassifying the positions of Police Officer I and Police Officer II to Police Officer; and adopting new pay ranges for certain public safety positions; and, containing an emergency clause.

WHEREAS, the City Council approved the reclassification of the Clerk position to a Senior Clerk position and it is estimated to have an impact on the city budget of $6,5000.00 per year.

WHEREAS, this Council also reclassifies the Police Officer I and Police Officer II positions to Police Officer;

WHEREAS, the City Council, at the August 27, 2018 work session, directed the City Manager to pursue raising the salaries of certain police and fire employees to a fifty percent (50%) level between local and regional cities; and,

WHEREAS, this council bill adopts new pay ranges for certain police and fire employees in the base salary amount of $362,000.00 per year; and,

WHEREAS, this council bill approves the funding of the $362,000.00 in raises to certain police and fire employees, and any and all payroll costs attributed thereto, from the Public Safety Sales Tax fund; and,

WHEREAS, the reclassifications sought hereunder and the proposed raises for police and fire employees will be effective November 1, 2018.

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

Section 1. That the attached Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2018, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2018-2019, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2018-2019, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the costs for funding these raises to police and fire employee and all payroll costs attributable thereto shall be paid each year from the Public Sales Safety Tax.

Section 5. That the position of Clerk is reclassified to Senior Clerk.

Section 6. That the positions of Police Officer I and Police Officer II are reclassified to the

position of Police Officer.

Section 7. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 8. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 9. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____day of_____, 2018, by a_____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT A - SALARY ADMINISTRATION PLAN

| Range | Step<br>Time in Position<br>Position (* - unclassified according to city charter) | Step 1<br>0-1 yrs<br>(hrly/annual) | Step 2<br>1-2 yrs<br>(hrly/annual) | Step 3<br>2-3 yrs<br>(hrly/annual) | Step 4<br>3-4 yrs<br>(hrly/annual) | Step 5<br>4-5 yrs<br>(hrly/annual) | Step 6<br>5-6 yrs<br>(hrly/annual) | Step 7<br>6-7 yrs<br>(hrly/annual) | Step 8<br>7-8 yrs<br>(hrly/annual) | Step 9<br>8-9 yrs<br>(hrly/annual) | Step 10<br>9-10 yrs<br>(hrly/annual) | Step 11<br>10-11 yrs<br>(hrly/annual) | Step 12<br>11-12 yrs<br>(hrly/annual) | Step 13<br>12-13 yrs<br>(hrly/annual) | Step 14<br>13-14 yrs<br>(hrly/annual) | Step 15<br>14-15 yrs<br>(hrly/annual) | Step 16<br>15-16 yrs<br>(hrly/annual) | Step 17<br>16-17 yrs<br>(hrly/annual) | Step 18<br>17-18 yrs<br>(hrly/annual) | Step 19<br>18-19 yrs<br>(hrly/annual) | Step 20<br>19-20 yrs<br>(hrly/annual) | Step 21<br>20-21 yrs<br>(hrly/annual) | Step 22<br>21+ yrs<br>(hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 | Cook | $9.719<br>$20,216 | $9.913<br>$20,620 | $10.112<br>$21,032 | $10.314<br>$21,453 | $10.520<br>$21,882 | $10.731<br>$22,320 | $10.945<br>$22,766 | $11.164<br>$23,221 | $11.387<br>$23,686 | $11.615<br>$24,159 | $11.847<br>$24,643 | $12.084<br>$25,135 | $12.326<br>$25,638 | $12.573<br>$26,151 | $12.824<br>$26,674 | $13.080<br>$27,207 | $13.342<br>$27,752 | $13.609<br>$28,307 | $13.881<br>$28,873 | $14.159<br>$29,450 | | |
| 110 | Custodian<br>Laborer I<br>Utility Worker<br>WIC Certifier | $10.714<br>$22,285 | $10.928<br>$22,731 | $11.147<br>$23,185 | $11.370<br>$23,649 | $11.597<br>$24,122 | $11.829<br>$24,605 | $12.066<br>$25,097 | $12.307<br>$25,599 | $12.553<br>$26,111 | $12.804<br>$26,633 | $13.060<br>$27,165 | $13.322<br>$27,709 | $13.588<br>$28,263 | $13.860<br>$28,828 | $14.137<br>$29,405 | $14.420<br>$29,993 | $14.708<br>$30,593 | $15.002<br>$31,205 | $15.302<br>$31,829 | $15.608<br>$32,465 | | |
| 120 | Airport Operations Worker<br>Court Assistant I<br>Transit Dispatcher<br>Transit Driver I | $11.250<br>$23,400 | $11.475<br>$23,868 | $11.705<br>$24,345 | $11.939<br>$24,832 | $12.177<br>$25,329 | $12.421<br>$25,835 | $12.669<br>$26,352 | $12.923<br>$26,879 | $13.181<br>$27,417 | $13.445<br>$27,965 | $13.714<br>$28,524 | $13.988<br>$29,095 | $14.268<br>$29,677 | $14.553<br>$30,270 | $14.844<br>$30,876 | $15.141<br>$31,493 | $15.444<br>$32,123 | $15.753<br>$32,766 | $16.068<br>$33,421 | $16.389<br>$34,089 | | |
| 130 | Automotive Service Worker<br>Laborer II<br>Recreation Leader<br>Senior Clerk<br>Transit Driver II<br>Wastewater Laboratory Assistant<br>Wastewater Plant Utility Worker | $11.812<br>$24,569 | $12.048<br>$25,060 | $12.289<br>$25,562 | $12.535<br>$26,073 | $12.786<br>$26,594 | $13.041<br>$27,126 | $13.302<br>$27,669 | $13.568<br>$28,222 | $13.840<br>$28,786 | $14.116<br>$29,362 | $14.399<br>$29,949 | $14.687<br>$30,548 | $14.980<br>$31,159 | $15.280<br>$31,783 | $15.586<br>$32,418 | $15.897<br>$33,067 | $16.215<br>$33,728 | $16.540<br>$34,402 | $16.870<br>$35,091 | $17.208<br>$35,792 | | |
| 140 | Compliance Officer I<br>Detention Officer<br>Engineering Assistant<br>Equipment Operator<br>Human Resources Assistant<br>Parks Caretaker<br>Utility Locator | $12.402<br>$25,796 | $12.650<br>$26,312 | $12.903<br>$26,838 | $13.161<br>$27,375 | $13.424<br>$27,923 | $13.693<br>$28,481 | $13.967<br>$29,051 | $14.246<br>$29,632 | $14.531<br>$30,224 | $14.822<br>$30,829 | $15.118<br>$31,445 | $15.420<br>$32,074 | $15.729<br>$32,716 | $16.043<br>$33,370 | $16.364<br>$34,037 | $16.691<br>$34,718 | $17.025<br>$35,413 | $17.366<br>$36,121 | $17.713<br>$36,843 | $18.067<br>$37,580 | | |
| 150 | Animal Control Officer<br>Court Assistant II<br>CVB Tourism & Events Specialist<br>Parks Facilities Maintenance Technician<br>Recreation Coordinator<br>Traffic Markings and Sign Technician<br>Transit Driver Supervisor | $13.023<br>$27,088 | $13.283<br>$27,630 | $13.549<br>$28,182 | $13.820<br>$28,746 | $14.097<br>$29,321 | $14.378<br>$29,907 | $14.666<br>$30,505 | $14.959<br>$31,115 | $15.259<br>$31,738 | $15.564<br>$32,372 | $15.875<br>$33,020 | $16.192<br>$33,680 | $16.516<br>$34,354 | $16.847<br>$35,041 | $17.184<br>$35,742 | $17.527<br>$36,457 | $17.878<br>$37,186 | $18.235<br>$37,930 | $18.600<br>$38,688 | $18.972<br>$39,462 | | |
| 160 | Accounting Specialist<br>Airport Operations Supervisor<br>Automotive Mechanic I<br>Compliance Officer II<br>Evidence Technician<br>Heavy Equipment Operator<br>Human Resources/ Safety Specialist<br>Legal Specialist<br>Public Safety Communications Operator<br>Wastewater Plant Operator | $14.358<br>$29,865 | $14.645<br>$30,462 | $14.938<br>$31,071 | $15.237<br>$31,693 | $15.542<br>$32,326 | $15.852<br>$32,973 | $16.169<br>$33,632 | $16.493<br>$34,305 | $16.823<br>$34,991 | $17.159<br>$35,691 | $17.502<br>$36,405 | $17.852<br>$37,133 | $18.209<br>$37,876 | $18.574<br>$38,633 | $18.945<br>$39,406 | $19.324<br>$40,194 | $19.710<br>$40,998 | $20.105<br>$41,818 | $20.507<br>$42,654 | $20.917<br>$43,507 | | |
| 170 | Assistant City Clerk<br>Chief Wastewater Plant Operator I<br>Crime Analyst/Accreditation Coordinator (E)<br>Engineering Technician<br>Jail Shift Supervisor<br>Lead Cemetery Caretaker<br>Lead Parks Caretaker<br>Neighborhood Improvement Officer<br>Traffic Signal Technician<br>Wastewater Laboratory Technician | $15.077<br>$31,360 | $15.379<br>$31,987 | $15.686<br>$32,627 | $16.000<br>$33,280 | $16.320<br>$33,945 | $16.646<br>$34,624 | $16.979<br>$35,317 | $17.319<br>$36,023 | $17.665<br>$36,743 | $18.018<br>$37,478 | $18.379<br>$38,228 | $18.746<br>$38,992 | $19.121<br>$39,772 | $19.504<br>$40,568 | $19.894<br>$41,379 | $20.292<br>$42,207 | $20.697<br>$43,051 | $21.111<br>$43,912 | $21.534<br>$44,790 | $21.964<br>$45,686 | | |
| 180 | Automotive Mechanic II<br>Building Maintenance Technician<br>Nutritionist I (E)<br>Recycling Coordinator (E)<br>Wastewater Plant Technician | $15.829<br>$32,924 | $16.146<br>$33,583 | $16.468<br>$34,254 | $16.798<br>$34,940 | $17.134<br>$35,638 | $17.476<br>$36,351 | $17.826<br>$37,078 | $18.183<br>$37,820 | $18.546<br>$38,576 | $18.917<br>$39,348 | $19.295<br>$40,135 | $19.681<br>$40,937 | $20.075<br>$41,756 | $20.476<br>$42,591 | $20.886<br>$43,443 | $21.304<br>$44,312 | $21.730<br>$45,198 | $22.164<br>$46,102 | $22.608<br>$47,024 | $23.060<br>$47,965 | | |
| 190 | Building Inspector<br>Construction Inspector<br>Environmental Public Health Specialist I (E)<br>GIS Technician<br>Property Negotiator/Appraiser | $16.621<br>$34,572 | $16.953<br>$35,263 | $17.292<br>$35,968 | $17.638<br>$36,688 | $17.991<br>$37,421 | $18.351<br>$38,170 | $18.718<br>$38,933 | $19.092<br>$39,712 | $19.474<br>$40,506 | $19.864<br>$41,316 | $20.261<br>$42,143 | $20.666<br>$42,986 | $21.079<br>$43,845 | $21.501<br>$44,722 | $21.931<br>$45,617 | $22.370<br>$46,529 | $22.817<br>$47,460 | $23.273<br>$48,409 | $23.739<br>$49,377 | $24.214<br>$50,364 | | |

CITY OF JOPLIN
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| Range | Step<br>Time in Position<br>Position (* - unclassified according to city charter) | Step 1<br>0-1 yrs<br>(hrly/annual) | Step 2<br>1-2 yrs<br>(hrly/annual) | Step 3<br>2-3 yrs<br>(hrly/annual) | Step 4<br>3-4 yrs<br>(hrly/annual) | Step 5<br>4-5 yrs<br>(hrly/annual) | Step 6<br>5-6 yrs<br>(hrly/annual) | Step 7<br>6-7 yrs<br>(hrly/annual) | Step 8<br>7-8 yrs<br>(hrly/annual) | Step 9<br>8-9 yrs<br>(hrly/annual) | Step 10<br>9-10 yrs<br>(hrly/annual) | Step 11<br>10-11 yrs<br>(hrly/annual) | Step 12<br>11-12 yrs<br>(hrly/annual) | Step 13<br>12-13 yrs<br>(hrly/annual) | Step 14<br>13-14 yrs<br>(hrly/annual) | Step 15<br>14-15 yrs<br>(hrly/annual) | Step 16<br>15-16 yrs<br>(hrly/annual) | Step 17<br>16-17 yrs<br>(hrly/annual) | Step 18<br>17-18 yrs<br>(hrly/annual) | Step 19<br>18-19 yrs<br>(hrly/annual) | Step 20<br>19-20 yrs<br>(hrly/annual) | Step 21<br>20-21 yrs<br>(hrly/annual) | Step 22<br>21+ yrs<br>(hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 200 | Community Health Planner/Educator (E) | $17.451 | $17.800 | $18.156 | $18.519 | $18.890 | $19.267 | $19.653 | $20.046 | $20.447 | $20.856 | $21.273 | $21.698 | $22.132 | $22.575 | $23.026 | $23.487 | $23.956 | $24.436 | $24.924 | $25.423 | | |
| | Golf Course Maintenance Supervisor (E) | $36,298 | $37,024 | $37,765 | $38,520 | $39,290 | $40,076 | $40,878 | $41,695 | $42,529 | $43,380 | $44,247 | $45,132 | $46,035 | $46,955 | $47,895 | $48,852 | $49,829 | $50,826 | $51,843 | $52,879 | | |
| | Nutritionist II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Planner (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Utility Billing Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Technician | | | | | | | | | | | | | | | | | | | | | | |
| 210 | Building Maintenance Supervisor (E) | $18.324 | $18.690 | $19.064 | $19.446 | $19.834 | $20.231 | $20.636 | $21.049 | $21.469 | $21.899 | $22.337 | $22.784 | $23.239 | $23.704 | $24.178 | $24.662 | $25.155 | $25.658 | $26.171 | $26.695 | | |
| | Chief Wastewater Plant Technician | $38,114 | $38,876 | $39,654 | $40,447 | $41,256 | $42,081 | $42,922 | $43,781 | $44,657 | $45,550 | $46,461 | $47,390 | $48,338 | $49,304 | $50,291 | $51,296 | $52,322 | $53,369 | $54,436 | $55,525 | | |
| | Communications Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Director of Sales/CVB (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Environmental Public Health Specialist II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Fire Apparatus Fleet Manager | | | | | | | | | | | | | | | | | | | | | | |
| | IT Analyst | | | | | | | | | | | | | | | | | | | | | | |
| | Land Surveyor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Manager (E) | | | | | | | | | | | | | | | | | | | | | | |
| 300 | Assistant to the City Manager (E) | $19.240 | $19.625 | $20.017 | $20.418 | $20.826 | $21.243 | $21.667 | $22.101 | $22.543 | $22.994 | $23.453 | $23.923 | $24.401 | $24.889 | $25.387 | $25.895 | $26.412 | $26.941 | $27.479 | $28.029 | $28.590 | $29.161 |
| | Business Development Manager (E) | $40,019 | $40,820 | $41,636 | $42,469 | $43,318 | $44,184 | $45,068 | $45,969 | $46,889 | $47,827 | $48,783 | $49,759 | $50,754 | $51,769 | $52,804 | $53,861 | $54,938 | $56,037 | $57,157 | $58,300 | $59,466 | $60,656 |
| | Fleet Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Golf Course Professional (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Infrastructure Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Plans Reviewer | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Inspector | | | | | | | | | | | | | | | | | | | | | | |
| 310 | Assistant Wastewater Plant Superintendent | $20.203 | $20.607 | $21.019 | $21.440 | $21.868 | $22.306 | $22.752 | $23.207 | $23.671 | $24.144 | $24.627 | $25.120 | $25.622 | $26.135 | $26.657 | $27.191 | $27.734 | $28.289 | $28.855 | $29.432 | $30.021 | $30.621 |
| | Communications Technician Manager (E) | $42,022 | $42,863 | $43,720 | $44,594 | $45,486 | $46,396 | $47,324 | $48,270 | $49,236 | $50,220 | $51,225 | $52,249 | $53,294 | $54,360 | $55,447 | $56,556 | $57,688 | $58,841 | $60,018 | $61,218 | $62,443 | $63,692 |
| | Community Health Nurse (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Emergency Management Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Jail Administrator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Information Officer (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Regional Response Planner (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Senior Accountant (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Transportation Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | WIC Services Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| 320 | * Assistant Director of Human Resources (E) | $21.213 | $21.637 | $22.070 | $22.511 | $22.962 | $23.421 | $23.889 | $24.367 | $24.854 | $25.351 | $25.859 | $26.376 | $26.903 | $27.441 | $27.990 | $28.550 | $29.121 | $29.703 | $30.297 | $30.903 | $31.521 | $32.152 |
| | Athletic Facilites Superintendent ( E) | $44,123 | $45,006 | $45,906 | $46,824 | $47,760 | $48,715 | $49,690 | $50,684 | $51,697 | $52,731 | $53,786 | $54,861 | $55,959 | $57,078 | $58,219 | $59,384 | $60,571 | $61,783 | $63,019 | $64,279 | $65,565 | $66,876 |
| | Cemetery Superintendent ( E) | | | | | | | | | | | | | | | | | | | | | | |
| | Financial Analyst (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Medical Services Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Parks Maintenance Superintendent (E) | | | | | | | | | | | | | | | | | | | | | | |
| 330 | Airport Manager (E) | $22.274 | $22.719 | $23.174 | $23.637 | $24.110 | $24.592 | $25.084 | $25.586 | $26.098 | $26.619 | $27.152 | $27.695 | $28.249 | $28.814 | $29.390 | $29.978 | $30.577 | $31.189 | $31.813 | $32.449 | $33.098 | $33.760 |
| | * Assistant City Prosecutor (E) | $46,330 | $47,257 | $48,202 | $49,166 | $50,149 | $51,152 | $52,175 | $53,219 | $54,283 | $55,369 | $56,476 | $57,605 | $58,758 | $59,933 | $61,131 | $62,354 | $63,601 | $64,873 | $66,171 | $67,494 | $68,844 | $70,221 |
| | * City Clerk (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Civil Engineer I (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * Municipal Court Administrator (E) | | | | | | | | | | | | | | | | | | | | | | |
| 340 | Capital Improvement Project Manager (E) | $23.388 | $23.856 | $24.333 | $24.820 | $25.316 | $25.822 | $26.339 | $26.865 | $27.403 | $27.951 | $28.510 | $29.080 | $29.662 | $30.255 | $30.860 | $31.477 | $32.107 | $32.749 | $33.404 | $34.072 | $34.753 | $35.448 |
| | CDBG Project Manager (E) | $48,647 | $49,620 | $50,612 | $51,625 | $52,657 | $53,710 | $54,784 | $55,880 | $56,998 | $58,138 | $59,300 | $60,486 | $61,696 | $62,930 | $64,189 | $65,473 | $66,782 | $68,118 | $69,480 | $70,870 | $72,287 | $73,733 |
| | Chief Building Official (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * City Prosecutor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Infrastructure Superintendent (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Network Manager | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Superintendent (E) | | | | | | | | | | | | | | | | | | | | | | |
| 350 | * Assistant City Attorney (E) | $24.557 | $25.048 | $25.549 | $26.060 | $26.581 | $27.113 | $27.655 | $28.208 | $28.772 | $29.348 | $29.935 | $30.534 | $31.144 | $31.767 | $32.402 | $33.050 | $33.711 | $34.386 | $35.073 | $35.775 | $36.490 | $37.220 |
| | * Assistant Director of Health & Env/Epid Coordinator (E) | $51,079 | $52,100 | $53,142 | $54,205 | $55,289 | $56,395 | $57,523 | $58,673 | $59,847 | $61,044 | $62,264 | $63,510 | $64,780 | $66,076 | $67,397 | $68,745 | $70,120 | $71,522 | $72,953 | $74,412 | $75,900 | $77,418 |
| | * Assistant Director of Planning, Development and Neighborhood Services (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Civil Engineer II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * CVB Director (E) | | | | | | | | | | | | | | | | | | | | | | |
| 360 | * Assistant Director of Public Works/Operations (E) | $25.785 | $26.301 | $26.827 | $27.363 | $27.911 | $28.469 | $29.038 | $29.619 | $30.211 | $30.815 | $31.432 | $32.060 | $32.702 | $33.356 | $34.023 | $34.703 | $35.397 | $36.105 | $36.827 | $37.564 | $38.315 | $39.081 |
| | * Assistant Finance Director (E) | $53,633 | $54,705 | $55,800 | $56,916 | $58,054 | $59,215 | $60,399 | $61,607 | $62,839 | $64,096 | $65,378 | $66,686 | $68,019 | $69,380 | $70,767 | $72,183 | $73,626 | $75,099 | $76,601 | $78,133 | $79,696 | $81,289 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 370 | * Human Resources Director/Risk Mgmt (E) | $29.848 | $30.445 | $31.054 | $31.675 | $32.308 | $32.955 | $33.614 | $34.286 | $34.972 | $35.671 | $36.385 | $37.112 | $37.854 | $38.612 | $39.384 | $40.171 | $40.975 | $41.794 | $42.630 | $43.483 | $44.353 | $45.240 |
| | | $62,084 | $63,326 | $64,592 | $65,884 | $67,202 | $68,546 | $69,916 | $71,315 | $72,741 | $74,196 | $75,680 | $77,193 | $78,737 | $80,312 | $81,918 | $83,557 | $85,228 | $86,932 | $88,671 | $90,444 | $92,253 | $94,098 |
| 380 | * Assistant Director of Public Works/Engineering (E) | $31.342 | $31.969 | $32.608 | $33.260 | $33.926 | $34.604 | $35.296 | $36.002 | $36.722 | $37.457 | $38.206 | $38.970 | $39.749 | $40.544 | $41.355 | $42.182 | $43.026 | $43.886 | $44.764 | $45.659 | $46.573 | $47.504 |
| | * Community Health Director (E) | $65,191 | $66,495 | $67,825 | $69,182 | $70,565 | $71,977 | $73,416 | $74,884 | $76,382 | $77,910 | $79,468 | $81,057 | $82,678 | $84,332 | $86,019 | $87,739 | $89,494 | $91,284 | $93,109 | $94,972 | $96,871 | $98,808 |
| | * Director of Planning, Development and Neighborhood Services (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * Parks & Recreation Director (E) | | | | | | | | | | | | | | | | | | | | | | |
| 390 | * Director of Information Technology (E) | $32.908 | $33.566 | $34.237 | $34.922 | $35.621 | $36.333 | $37.060 | $37.801 | $38.557 | $39.328 | $40.115 | $40.917 | $41.735 | $42.570 | $43.421 | $44.290 | $45.176 | $46.079 | $47.001 | $47.941 | $48.900 | $49.878 |
| | * Finance Director (E) | $68,449 | $69,818 | $71,214 | $72,638 | $74,091 | $75,573 | $77,084 | $78,626 | $80,198 | $81,802 | $83,439 | $85,107 | $86,809 | $88,546 | $90,317 | $92,123 | $93,965 | $95,845 | $97,762 | $99,717 | $101,711 | $103,745 |
| 410 | * City Attorney (E) | $36.281 | $37.007 | $37.747 | $38.502 | $39.272 | $40.057 | $40.858 | $41.675 | $42.509 | $43.359 | $44.226 | $45.111 | $46.013 | $46.933 | $47.872 | $48.829 | $49.806 | $50.802 | $51.818 | $52.855 | $53.912 | $54.990 |
| | * Public Works Director (E) | $75,464 | $76,974 | $78,513 | $80,084 | $81,685 | $83,319 | $84,985 | $86,685 | $88,419 | $90,187 | $91,991 | $93,831 | $95,707 | $97,621 | $99,574 | $101,565 | $103,597 | $105,668 | $107,782 | $109,937 | $112,136 | $114,379 |

| Range | Step<br>Time in Position<br>Position (* - unclassified according to city charter) | Step 1<br>0-1 yrs<br>(hrly/annual) | Step 2<br>1-2 yrs<br>(hrly/annual) | Step 3<br>2-3 yrs<br>(hrly/annual) | Step 4<br>3-4 yrs<br>(hrly/annual) | Step 5<br>4-5 yrs<br>(hrly/annual) | Step 6<br>5-6 yrs<br>(hrly/annual) | Step 7<br>6-7 yrs<br>(hrly/annual) | Step 8<br>7-8 yrs<br>(hrly/annual) | Step 9<br>8-9 yrs<br>(hrly/annual) | Step 10<br>9-10 yrs<br>(hrly/annual) | Step 11<br>10-11 yrs<br>(hrly/annual) | Step 12<br>11-12 yrs<br>(hrly/annual) | Step 13<br>12-13 yrs<br>(hrly/annual) | Step 14<br>13-14 yrs<br>(hrly/annual) | Step 15<br>14-15 yrs<br>(hrly/annual) | Step 16<br>15-16 yrs<br>(hrly/annual) | Step 17<br>16-17 yrs<br>(hrly/annual) | Step 18<br>17-18 yrs<br>(hrly/annual) | Step 19<br>18-19 yrs<br>(hrly/annual) | Step 20<br>19-20 yrs<br>(hrly/annual) | Step 21<br>20-21 yrs<br>(hrly/annual) | Step 22<br>21+ yrs<br>(hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 162 | Firefighter Trainee | $10.230 | $10.484 | $10.738 | $10.992 | $11.246 | $11.500 | $11.754 | $12.008 | $12.262 | $12.516 | $12.770 | $13.024 | $13.278 | $13.532 | $13.786 | $14.040 | $14.294 | $14.548 | $14.802 | $15.056 | | |
| | | $29,789 | $30,529 | $31,268 | $32,008 | $32,748 | $33,487 | $34,227 | $34,967 | $35,706 | $36,446 | $37,185 | $37,925 | $38,665 | $39,404 | $40,144 | $40,884 | $41,623 | $42,363 | $43,102 | $43,842 | | |
| 172 | Firefighter/EMT | $10.768 | $11.036 | $11.303 | $11.570 | $11.838 | $12.105 | $12.372 | $12.640 | $12.907 | $13.174 | $13.442 | $13.709 | $13.977 | $14.244 | $14.511 | $14.779 | $15.046 | $15.313 | $15.581 | $15.848 | | |
| | | $31,357 | $32,136 | $32,914 | $33,693 | $34,471 | $35,250 | $36,028 | $36,807 | $37,585 | $38,364 | $39,143 | $39,921 | $40,700 | $41,478 | $42,257 | $43,035 | $43,814 | $44,592 | $45,371 | $46,150 | | |
| 192 | Fire Driver/Engineer | $11.988 | $12.275 | $12.562 | $12.849 | $13.136 | $13.423 | $13.710 | $13.997 | $14.284 | $14.571 | $14.858 | $15.145 | $15.432 | $15.719 | $16.006 | $16.292 | $16.579 | $16.866 | $17.153 | $17.440 | | |
| | | $34,910 | $35,746 | $36,581 | $37,417 | $38,252 | $39,088 | $39,924 | $40,759 | $41,595 | $42,430 | $43,266 | $44,101 | $44,937 | $45,773 | $46,608 | $47,444 | $48,279 | $49,115 | $49,950 | $50,786 | | |
| 312 | Fire Captain | $14.490 | $14.836 | $15.182 | $15.528 | $15.874 | $16.219 | $16.565 | $16.911 | $17.257 | $17.602 | $17.948 | $18.294 | $18.640 | $18.986 | $19.331 | $19.677 | $20.023 | $20.369 | $20.714 | $21.060 | $21.406 | $21.752 |
| | | $42,196 | $43,203 | $44,210 | $45,217 | $46,224 | $47,231 | $48,238 | $49,244 | $50,251 | $51,258 | $52,265 | $53,272 | $54,279 | $55,286 | $56,293 | $57,300 | $58,307 | $59,313 | $60,320 | $61,327 | $62,334 | $63,341 |
| 342 | Battalion Chief (Exempt) | $17.462 | $17.830 | $18.197 | $18.565 | $18.932 | $19.300 | $19.667 | $20.035 | $20.402 | $20.770 | $21.137 | $21.505 | $21.872 | $22.240 | $22.607 | $22.975 | $23.342 | $23.710 | $24.077 | $24.445 | $24.812 | $25.180 |
| | Fire Marshal (Exempt) | $24.447 | $24.962 | $25.476 | $25.991 | $26.505 | $27.020 | $27.534 | $28.049 | $28.563 | $29.078 | $29.592 | $30.107 | $30.621 | $31.136 | $31.650 | $32.165 | $32.679 | $33.194 | $33.708 | $34.223 | $34.737 | $35.252 |
| | Fire Training Chief (Exempt) | $24.447 | $24.962 | $25.476 | $25.991 | $26.505 | $27.020 | $27.534 | $28.049 | $28.563 | $29.078 | $29.592 | $30.107 | $30.621 | $31.136 | $31.650 | $32.165 | $32.679 | $33.194 | $33.708 | $34.223 | $34.737 | $35.252 |
| | | $50,851 | $51,921 | $52,991 | $54,061 | $55,131 | $56,201 | $57,272 | $58,342 | $59,412 | $60,482 | $61,552 | $62,622 | $63,693 | $64,763 | $65,833 | $66,903 | $67,973 | $69,043 | $70,114 | $71,184 | $72,254 | $73,324 |
| 362 | * Deputy Fire Chief (Exempt) | $27.917 | $28.465 | $29.013 | $29.561 | $30.109 | $30.657 | $31.205 | $31.753 | $32.301 | $32.849 | $33.397 | $33.945 | $34.492 | $35.040 | $35.588 | $36.136 | $36.684 | $37.232 | $37.780 | $38.328 | $38.876 | $39.424 |
| | | $58,067 | $59,207 | $60,347 | $61,487 | $62,626 | $63,766 | $64,906 | $66,046 | $67,185 | $68,325 | $69,465 | $70,605 | $71,744 | $72,884 | $74,024 | $75,164 | $76,303 | $77,443 | $78,583 | $79,723 | $80,862 | $82,002 |
| 402 | * Fire Chief (Exempt) | $35.011 | $35.824 | $36.637 | $37.450 | $38.263 | $39.076 | $39.889 | $40.702 | $41.515 | $42.328 | $43.141 | $43.954 | $44.767 | $45.580 | $46.392 | $47.205 | $48.018 | $48.831 | $49.644 | $50.457 | $51.270 | $52.083 |
| | | $72,823 | $74,514 | $76,205 | $77,896 | $79,587 | $81,278 | $82,969 | $84,660 | $86,351 | $88,042 | $89,733 | $91,424 | $93,114 | $94,805 | $96,496 | $98,187 | $99,878 | $101,569 | $103,260 | $104,951 | $106,642 | $108,333 |

| Range | Step<br>Position (* - unclassified according to city charter) | Step 1<br>(hrly/annual) | Step 2<br>(hrly/annual) | Step 3<br>(hrly/annual) | Step 4<br>(hrly/annual) | Step 5<br>(hrly/annual) | Step 6<br>(hrly/annual) | Step 7<br>(hrly/annual) | Step 8<br>(hrly/annual) | Step 9<br>(hrly/annual) | Step 10<br>(hrly/annual) | Step 11<br>(hrly/annual) | Step 12<br>(hrly/annual) | Step 13<br>(hrly/annual) | Step 14<br>(hrly/annual) | Step 15<br>(hrly/annual) | Step 16<br>(hrly/annual) | Step 17<br>(hrly/annual) | Step 18<br>(hrly/annual) | Step 19<br>(hrly/annual) | Step 20<br>(hrly/annual) | Step 21<br>(hrly/annual) | Step 22<br>(hrly/annual) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 166 | Police Officer Trainee | $14.167 | $14.536 | $14.904 | $15.272 | $15.640 | $16.008 | $16.376 | $16.744 | $17.113 | $17.481 | $17.849 | $18.217 | $18.585 | $18.953 | $19.321 | $19.690 | $20.058 | $20.426 | $20.794 | $21.162 | | |
| | | $29,468 | $30,234 | $31,000 | $31,765 | $32,531 | $33,297 | $34,063 | $34,828 | $35,594 | $36,360 | $37,126 | $37,891 | $38,657 | $39,423 | $40,189 | $40,954 | $41,720 | $42,486 | $43,252 | $44,017 | | |
| 196 | Police Officer | $16.668 | $17.101 | $17.534 | $17.967 | $18.400 | $18.833 | $19.266 | $19.699 | $20.132 | $20.566 | $20.999 | $21.432 | $21.865 | $22.298 | $22.731 | $23.164 | $23.597 | $24.030 | $24.464 | $24.897 | | |
| | | $34,669 | $35,569 | $36,470 | $37,371 | $38,272 | $39,173 | $40,074 | $40,975 | $41,875 | $42,776 | $43,677 | $44,578 | $45,479 | $46,380 | $47,281 | $48,182 | $49,082 | $49,983 | $50,884 | $51,785 | | |
| 206 | Police Corporal | $17.959 | $18.409 | $18.858 | $19.307 | $19.757 | $20.206 | $20.655 | $21.105 | $21.554 | $22.003 | $22.453 | $22.902 | $23.351 | $23.801 | $24.250 | $24.699 | $25.149 | $25.598 | $26.047 | $26.496 | | |
| | | $37,356 | $38,290 | $39,225 | $40,159 | $41,094 | $42,028 | $42,963 | $43,898 | $44,832 | $45,767 | $46,701 | $47,636 | $48,571 | $49,505 | $50,440 | $51,374 | $52,309 | $53,243 | $54,178 | $55,113 | | |
| 316 | Police Sergeant | $20.203 | $20.691 | $21.179 | $21.667 | $22.155 | $22.643 | $23.131 | $23.619 | $24.107 | $24.596 | $25.084 | $25.572 | $26.060 | $26.548 | $27.036 | $27.524 | $28.012 | $28.500 | $28.988 | $29.476 | $29.964 | $30.452 |
| | | $42,022 | $43,037 | $44,052 | $45,068 | $46,083 | $47,098 | $48,113 | $49,128 | $50,144 | $51,159 | $52,174 | $53,189 | $54,204 | $55,219 | $56,235 | $57,250 | $58,265 | $59,280 | $60,295 | $61,311 | $62,326 | $63,341 |
| 346 | Police Captain (Exempt) | $26.170 | $26.779 | $27.388 | $27.997 | $28.606 | $29.214 | $29.823 | $30.432 | $31.041 | $31.649 | $32.258 | $32.867 | $33.476 | $34.085 | $34.693 | $35.302 | $35.911 | $36.520 | $37.128 | $37.737 | $38.346 | $38.955 |
| | | $54,435 | $55,701 | $56,967 | $58,233 | $59,500 | $60,766 | $62,032 | $63,298 | $64,565 | $65,831 | $67,097 | $68,363 | $69,630 | $70,896 | $72,162 | $73,428 | $74,695 | $75,961 | $77,227 | $78,493 | $79,760 | $81,026 |
| 366 | * Assistant Chief of Police (Exempt) | $26.866 | $27.526 | $28.185 | $28.844 | $29.504 | $30.163 | $30.822 | $31.482 | $32.141 | $32.800 | $33.460 | $34.119 | $34.778 | $35.438 | $36.097 | $36.756 | $37.416 | $38.075 | $38.734 | $39.394 | $40.053 | $40.712 |
| | | $55,882 | $57,253 | $58,625 | $59,996 | $61,368 | $62,739 | $64,110 | $65,482 | $66,853 | $68,225 | $69,596 | $70,968 | $72,339 | $73,710 | $75,082 | $76,453 | $77,825 | $79,196 | $80,568 | $81,939 | $83,310 | $84,682 |
| 406 | * Police Chief (Exempt) | $34.555 | $35.389 | $36.224 | $37.059 | $37.894 | $38.728 | $39.563 | $40.398 | $41.232 | $42.067 | $42.902 | $43.736 | $44.571 | $45.406 | $46.240 | $47.075 | $47.910 | $48.744 | $49.579 | $50.414 | $51.248 | $52.083 |
| | | $71,874 | $73,610 | $75,346 | $77,082 | $78,819 | $80,555 | $82,291 | $84,027 | $85,763 | $87,499 | $89,235 | $90,972 | $92,708 | $94,444 | $96,180 | $97,916 | $99,652 | $101,388 | $103,125 | $104,861 | $106,597 | $108,333 |

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE:** October 15, 2018
**ITEM:** Council Bill No. 2018-022, amending Chapter 90, Peddlers and Solicitors, by repealing Article IV, Aggressive Solicitation.

**ORIGINATING DEPARTMENT:** Legal
**ATTACHMENTS:** Council Bill No. 2018-022

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Peter C. Edwards | **DATE:** |
| **POLICE DEPARTMENT:** | Chief Matt Stewart | **DATE:** |
| **CITY MANAGER:** | Samuel L. Anselm | **DATE:** |

**INTRODUCTION:**

This Council Bill enacts changes to Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, by repealing Article IV.

**DISCUSSION:**

The City Attorney's office has recently conducted a review of the ordinances regarding solicitation in the City and after said review, recommends that Article IV., Aggressive Solicitation, be repealed in its entirety.

**RECOMMENDATION:**

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachment

COUNCIL BILL NO. 2018-022 ORDINANCE NO.

AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, by repealing Article IV, Aggressive Solicitation.

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

WHEREAS, the City Attorney's Office has recently conducted a review of its ordinances regarding solicitation.

WHEREAS, the City Attorney's Office recommends that Article IV, Aggressive Solicitation, be repealed.

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

Section 1. That Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, is repealed.

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
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2018-614 – approving an agreement between the City of Joplin and SeeClickFix for the Customer Request Management system and establishing the 3-year agreement.

**MEETING DATE**
October 15, 2018

**REVIEWED BY**
Director of IT, City Attorney, City Manager

**SUMMARY**
Council Bill 2018-614 – approving an agreement between the City of Joplin and SeeClickFix for the Customer Request Management system and establishing the 3-year agreement.

**BACKGROUND**
Council has received two separate presentations during Council Informal meetings; from the IT Director during the August 20th meeting and SeeClickFix, Inc., during the October 1st meeting respectively. Council consensus was for staff to move forward with the establishing of the Customer Request Management system utilizing the SeeClickFix application.

**FUNDING SOURCE**
This is not currently a budgeted item. The IT Dept will issue the purchase order out of existing funds in the FY2019 software line item 001-2501-500-21.10 and attempt to realize savings in other projects to avoid a budget amendment. Year 2 & 3 will be added to FY2020 & FY2021 budgets respectively.

**RECOMMENDATION**
Staff recommends this bill be approved on 1st Reading.

**ATTACHMENTS**
CB2018-614 Ordinance; SeeClickFix 3-year agreement

COUNCIL BILL NO. 2018-614 ORDINANCE NO.

AN ORDINANCE approving an agreement by and between the City of Joplin and SeeClickFix Inc. for the establishment of Customer Request Management System in the annual amount of $13,431.60.

WHEREAS, during Informal Meetings, Council directed staff to move forward with an agreement with SeeClickFix for the implementation and operation of a Customer Request Management System.

WHEREAS, this Council Bill approves a three (3) year Agreement with SeeClickFix in the annual amount of Thirteen Thousand Four Hundred Thirty One and 60/100 Dollars ($13,431.60).

WHEREAS, the Agreement contains a non-appropriation clause whereby the City may be relieved of its obligations under the contract in the event that the City Council chooses not to appropriate funds for the contract.

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

Section 1. That the Agreement between the City of Joplin and SeeClickFix for services related to the creation and operation of a Customer Request Management System, a copy of which is attached hereto and incorporated herein by reference, in the annual amount of $13,431.60, is hereby approved.

Section 2. That the City Manager or his designee, the Director of Information Technology, is hereby authorized to execute said Agreement in the same or substantially similar form for and on behalf of 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




# Scope of Services Proposal

SeeClickFix Inc
770 Chapel Street
New Haven, CT 06510

*Prepared for:*

*Mark Morris*
*IT Director*
*Joplin, Missouri, City*
*602 S. Main St.*
*Joplin, MO, 64801*
*mmorris@joplinmo.org*
*(417) 624-0820 , ext. 247*

*Prepared by:*

*Carlos Galo*
*carlos@seeclickfix.com*
*203-349-6615*

# Scope of Services Proposal

SeeClickFix Inc
770 Chapel Street
New Haven, CT 06510

***Prepared for:***
*Mark Morris*
*Joplin, Missouri, City*
*602 S. Main St.*
*Joplin, MO, 64801*
*mmorris@joplinmo.org*
*(417) 624-0820 , ext. 247*

***Prepared by:***
*Carlos Galo*
*AE*
*carlos@seeclickfix.com*
*203-349-6615*

***Issue Date:*** *10/10/2018*
***Pricing Expires:*** *11/30/2018*

| RECURRING ANNUAL PRODUCT SUBSCRIPTIONS | | *Quantity* |
|---|---|---|
| **Request** | *Collect requests and manage workflow all in one place with intuitive web and mobile apps that maximize your efficiency and streamline operations.* | 1 |
| **Included Users** | *Distinct internal users included in the base price of the request package.* | 40 |
| **TOTAL ANNUAL SUBSCRIPTION FEES** | | **$13,431.60** |

| TOTAL FEES | |
|---|---|
| **Initial Term of Contract** | 12 Months |
| **DUE AT CONTRACT SIGNING** | **$13,431.60** |

*Non-Appropriation. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City of Joplin shall immediately notify SeeClickFix, Inc. of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the City of Joplin of any kind whatsoever. This section shall not be construed so as to permit the City of Joplin to terminate this Agreement in order to acquire similar Software or Services from a third party.*

*The undersigned agree to the following Terms and Conditions and have caused this Contract to be executed as of the date signed by the Customer which will be the Effective Date: http://legal.seeclickfix.com/terms-and-conditions/*

**SeeClickFix**

*Name*

*Title*

*Date*

*Signature*

***Joplin, Missouri, City***

*Name*

*Title*

*Date*

*Signature*

*SeeClickFix's W9 information is available here: https://drive.google.com/file/d/0BwW_zrHi8QH2anF0bElKU3h5bFk/view*

The english language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the english language version being correct.

Select Language ▼

## SeeClickFix Terms and Conditions

These Terms and Conditions, inclusive of the Scope of Services Proposal ("the SSP") to which they are inextricably linked, will apply as of the Effective Date (specified in the SSP) to the customer ("Customer") in relation to SeeClickFix Inc, a Delaware Corporation located at 770 Chapel St, New Haven, CT 06510 ("SeeClickFix", and together "the Parties"). WHEREAS, the Customer desires that SeeClickFix provide certain software services as described herein. WHEREAS, SeeClickFix desires to deliver such software services under these terms and conditions.

**A. Term and Termination**

1. SeeClickFix and the Customer will implement the services described in the SSP as soon as reasonable. These Terms and Conditions will apply throughout the SSP-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year, and shall include changes to these Terms and Conditions which may be enacted by SeeClickFix alone. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term.

2. *Termination for Cause.* If either party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate all services as of the date specified in such notice of termination.

3. *Survival.* The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(3), C, D, E and F (except F.3).

**B. Services of SeeClickFix**

SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the foregoing Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use and Privacy Policy, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserves the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

**1. Service and**

SeeClickFix shall use all reasonable commercial efforts to ensure that SeeClickFix's Service is available 99.9% of the time in any calendar month (excluding scheduled maintenance).

**C. Ownership. With the exception of Customer's trademarks and logos,**

SeeClickFix shall be the sole and exclusive owner of any and all SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of any SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

**D. Exclusions of Warranties and Limitations of Liability.**

SEECLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CLIENT, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX FROM THE CITY FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR $5,000 WHICHEVER IS LESS.

**E. Arbitration, Governing Law and Venue**

1. *Arbitration.* The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

2. *Law.* The laws of United States and the State of Connecticut shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Connecticut and federal courts located in the State of Connecticut.

**F. General**

1. *Independent Contractor Relationship.* SeeClickFix is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

2. *Notices.* Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator to contact@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to Customer: as addressed in the SSP. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

3. *Publicity.* The Parties agree that the Parties may reference the other party as a client or vendor, including using the Client name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix.

4. *Amendment or Waiver.* No amendment or modification of these Terms and Conditions by the Customer shall be valid.

5. *Headings and Captions.* The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.

6. *Severability.* If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the parties' original intent.

7. *Counterparts.* The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

8. *Entire Contract*. These Terms and Conditions, inclusive of the SSP to which they are inextricably linked, constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter.

9. *Assignment.* SeeClickFix may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.

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