COUNCIL AGENDA
Monday, November 5, 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. Sharon Beshore Would Like To Provide An Update On The Capital Campaign For The Harry M. Cornell Arts & Entertainment Complex.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Finance Committee Report On Possible Revenue Options.

      Documents:

      FINANCE COMMITTEE REPORT NOV 5 2018.PDF

6. **Citizen Requests And Petitions**

   1. Margey Upson Requested To Speak On What's On The Agenda.

   2. Frank Huffman Would Like To Address The City Council Regarding The Speed Limit On East 20th From Connecticut To Rangeline.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO 2018-017
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of an Air Bed and Breakfast located at 301 S. Sergeant Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2018-017 SUMMARY.PDF
      RS 2018-017 MINUTES.PDF
      RS 2018-017 STAFF.PDF
      RS 2018-017.PDF

8. **Consent Agenda**

   1. Informal Notes Of The October 15, 2018 Informal Council Meeting

      Documents:

      INFORMAL NOTES-OCTOBER 15, 2018.PDF

2. Minutes Of The October 15, 2018 Council Meeting

   Documents:

   MINUTES OCTOBER 15, 2018.PDF

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

   Documents:

   CB2018-022.PDF

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

   Documents:

   CB2018-614.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL 2018-153
   AN ORDINANCE approving Amendment 2 to Work Authorization JET DR-2 PAP 7-1 with Joplin Joint Engineering Team (JET) in the not to exceed amount of Seventy Three Thousand Six Hundred and No/100 dollars ($73,600.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

   Documents:

   CB2018-153 JET-20TH ST. SUMMARY SHEET.PDF
   CB2018-153 JET 20TH ST. ORDINANCE.PDF
   20TH STREET AMENDMENT_ANDERSON AND JET.PDF
   JET 20TH ST AMENDMENT 2.PDF

2. COUNCIL BILL 2018-154
   AN ORDINANCE approving Amendment 4 to Work Authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of Forty-Nine Thousand Three Hundred Sixteen No/100 dollars ($49,316.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause

   Documents:

   CB2018-154 ANDERSON 20TH ORDINANCE.PDF
   CB2018-154 ANDERSON-20TH ST. SUMMARY SHEET.PDF
   20TH ST. AMENDMENT 4 -2018-154.PDF
   20TH STREET AMENDMENT_ANDERSON AND JET.PDF

3. COUNCIL BILL 2018-155
   AN ORDINANCE approving Amendment 2 to Work Authorization AND-DR2-

PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of Twenty-Six Thousand Three Hundred Eighty Two and No/100 dollars ($26,382.00) for continuing engineering services associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause.

Documents:

CB2018-155 ANDERSON 7-1 ORDINANCE.PDF
CB2018-155 ANDERSON 7-1 SUMMARY SHEET.PDF
DR2-PAP7-1, NON-LMI AMENDMENT 2 - 155.PDF
ANDERSON AMENDMENT_SP 5004 AND 5006- 155.PDF

4. COUNCIL BILL NO 2018-368
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 807 W. 13TH St. in the City of Joplin, Missouri, for One Thousand Five Hundred Forty-Nine and 00/100 Dollars ($ 1,549.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-368 BID.PDF
CB 2018-368 PICTURES.PDF
CB 2018-368.PDF
CB 2018-368 SUMMARY.PDF

5. COUNCIL BILL NO. 2018-369
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 622 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($ 4,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-369 BID.PDF
CB 2018-369 PICTURES.PDF
CB 2018-369 SUMMARY.PDF
CB 2018-369.PDF

6. COUNCIL BILL NO. 2018-370
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 2205 W. 4th St. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($ 2,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-370 BID.PDF
CB 2018-370 PICTURES.PDF
CB 2018-370 SUMMARY.PDF
CB 2018-370.PDF

7. COUNCIL BILL NO. 2018-414
AN ORDINANCE authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to reduce the scope from 32 to 20-units of affordable, permanent housing and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

BUNGALOWS AMENDMENT 4.PDF
CB 2018-414 SUMMARY.PDF
CB 2018-414.PDF

8. COUNCIL BILL NO. 2018-455
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 Thirty Two Thousand, Four Hundred Sixty-Three Dollars and Thirty-Two Cents ($32,463.32), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB 2018-455 SUMMARY SHEET.PDF
CB2018-455-COUNCIL BILL.PDF
CB 2018-455 SUPPLEMENTAL ITEM-CONTRACT.PDF

9. COUNCIL BILL NO. 2018-523
AN ORDINANCE approving an agreement for insurance consulting services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents:

CB 2018-523 SUMMARY INSURANCE CONSULTANT AGREEMENT.PDF
CB 2018-523 INSURANCE CONSULTANT AGREEMENT ORDINANCE.PDF
CB 2018-523 EXHIBIT A INSURANCE CONSULTING SERVICES AGREEMENT.PDF
CB 2018-523 BID TABULATION SUMMARIES.PDF
CB 2018-523 BID SCORING SHEETS.PDF
RFP FOR INSURANCE CONSULTING SERVICES.PDF

10. COUNCIL BILL NO. 2018-615

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

Documents:

2018-615 SUMMARY SHEET.PDF
CB2018-615.PDF

SUPERION2019_OSSI.PDF
SUPERION2019_FINANCE.PDF

11. COUNCIL BILL NO. 2018-616
An Ordinance approving an Interstate Mutual Aid Agreement Template for the specific counties and municipalities of Cherokee County Kansas, Delaware County Oklahoma, and Ottawa County Oklahoma allowing for the Joplin Police Department to enter into an interstate mutual aid agreement with specific law enforcement agencies within the counties mentioned above; authorizing the City Manager or the Police Chief to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

INTERSTATE LAW ENFORCEMENT MUTUAL AID AGREEMENT COJ - CHEROKEE COUNTY.PDF
INTERSTATE MUTUAL AID--COUNCIL BILL.PDF
CB2018-616-SUMMARY.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-413
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2018-413 AGREEMENT.PDF
CB 2018-413 SUMMARY.PDF
CB 2018-413.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. CASE 036-18
Case 036-18: Northwest corner of Connecticut Avenue and 20th Street – A request for a Site Plan Review to construct a bank – Oak Star Bank.

Documents:

CASE 036-18 SITE PLAN SUMMARY.PDF
CASE 036-18-SITE PLANS.PDF
CASE 036-18-SITE PLAN MIN.PDF
CASE 036-18-SITE PLAN STAFF REPORT.PDF

2. Margey Upson Would Like To Speak Regarding New Business.

3. News From Public Information Officer, Lynn Onstot

4. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental

Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2017. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

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

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

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

City of Joplin – Finance Committee

Revenue Options

As of October 22, 2019

Proposed Source	Estimated Revenue	Positive Aspects	Negative Aspects
Use Tax A concern that was expressed was that the MO Legislature still needs to adjust the statutes to match the Supreme Court ruling.	$1.2 million	• Mirrors sales tax as to how funds can be used • "Fair" since it levels the playing field with out of state businesses selling in Joplin • Supreme Court ruling • Impact on average citizen is the same (the rate of tax is the same as for retail purchases)	• Requires voter approval
City Fire Protection District	Can assess up to ¼ % At ¼% would raise app $3.37 million	• A portion o f sales taxes are paid by non-residents who use City resources (streets, police, etc.)	• Requires voter approval • Sales taxes can be considered regressive • Only serves one department • If this tax is used and other funding sources for Fire Department are reduced, it may have implications down the road • This tax would be an additional sales tax. The City is already very dependent upon sales tax which can vary in economic slowdowns
General Sales Tax	Up to ½% available A ½% sales tax would generate app $6.74 million	• A portion o f sales taxes are paid by non-residents who use City resources (streets, police, etc.) • Could be utilized for any need of the City • **The tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc.**	• Requires voter approval • City needs to address pension plan issues. General sales tax has been discussed as potential source of funds • Sales taxes can be considered regressive • This tax would be an additional sales tax. The City is already very dependent upon sales tax which van vary in economic slowdowns

Proposed Source	Estimated Revenue	Positive Aspects	Negative Aspects
General Real Property Tax for Municipal Purposes	Estimated up to app. $4.7 million depending on assessment amount (City currently has a .1717 assessment).	• Diversify the City's revenue sources • Property tax is a more stable revenue source – doesn't fluctuate as much in recession • The City's sales tax rate is higher in the range compared with other cities. Joplin's property tax is lower than other cities • **The tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc.**	• Requires voter approval
Personal Property Tax	Est up to app. $2 million	• Diversifies City's revenue source • Property tax is a more stable revenue source – doesn't fluctuate as much in recession • The City's sales tax rate is higher in the range compared with other cities. Joplin's property tax is lower than other cities • **The tax could be designated for specified purposes similar to existing sales tax designations for public safety, transportation, etc.**	• Requires voter approval

SALES TAX BREAKDOWN*
Sorted By City Tax Rate
As of December 1, 2009

	City	Total Sales Tax Rate	City Tax Rate	County Tax Rate	State Tax Rate
1	Miami, Oklahoma	8.850%	3.000%	1.350%	4.500%
2	Tulsa, Oklahoma (Wagoner County)	8.800%	3.000%	1.300%	4.500%
3	Tulsa, Oklahoma (Osage County)	8.750%	3.000%	1.250%	4.500%
4	Tulsa, Oklahoma (Tulsa County)	8.517%	3.000%	1.017%	4.500%
5	Raytown	8.100%	2.750%	1.125%	4.225%
6	Cape Girardeau (Cape Girardeau Co.)	7.975%	2.750%	1.000%	4.225%
7	Cape Girardeau (Scott County)	7.975%	2.750%	1.000%	4.225%
8	Joplin (Jasper County)	7.825%	2.625%	0.975%	4.225%
9	Joplin (Newton County)	7.725%	2.625%	0.875%	4.225%
10	Grandview	7.850%	2.500%	1.125%	4.225%
11	Webb City	7.700%	2.500%	0.975%	4.225%
12	Neosho	7.600%	2.500%	0.875%	4.225%
13	Kansas City (Cass County)	7.850%	2.375%	1.250%	4.225%
14	Kansas City (Jackson County)	7.725%	2.375%	1.125%	4.225%
15	St. Joseph	7.700%	2.375%	1.100%	4.225%
16	Sedalia	7.600%	2.375%	1.000%	4.225%
17	Kansas City (Clay County)	7.475%	2.375%	0.875%	4.225%
18	Lee's Summit (Cass County)	7.725%	2.250%	1.250%	4.225%
19	Independence (Jackson County)	7.600%	2.250%	1.125%	4.225%
20	Lee's Summit (Jackson County)	7.600%	2.250%	1.125%	4.225%
21	Gladstone	7.350%	2.250%	0.875%	4.225%
22	Independence (Clay County)	7.350%	2.250%	0.875%	4.225%
23	Carthage	7.388%	2.188%	0.975%	4.225%
24	O'Fallon	7.900%	2.000%	1.675%	4.225%
25	Jefferson City (Callaway County)	7.725%	2.000%	1.500%	4.225%
26	Jefferson City (Cole County)	7.725%	2.000%	1.500%	4.225%
27	Columbia	7.350%	2.000%	1.125%	4.225%
28	St. Louis	8.241%	1.916%	2.100%	4.225%
29	St. Peters	7.500%	1.600%	1.675%	4.225%
30	Hazelwood	7.825%	1.500%	2.100%	4.225%
31	University City	7.825%	1.500%	2.100%	4.225%
32	Branson	7.600%	1.500%	1.875%	4.225%
33	Blue Springs	6.850%	1.500%	1.125%	4.225%
34	St. Charles	7.400%	1.500%	1.675%	4.225%
35	Springfield	6.850%	1.375%	1.250%	4.225%
36	Kirkwood	7.575%	1.250%	2.100%	4.225%
37	Chesterfield	7.325%	1.000%	2.100%	4.225%
38	Pittsburg, Kansas	7.300%	1.000%	1.000%	5.300%
39	Maryland Heights	6.825%	0.500%	2.100%	4.225%

*Special Districts have been excluded.

SALES TAX BREAKDOWN*
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39	Maryland Heights	6.825%	0.500%	2.100%	4.225%

*Special Districts have been excluded.

CITY PROPERTY TAX BREAKDOWN*
Sorted by City Real Estate Property Tax Rate
2017

City	City Real Estate Property Tax Rate	Library Real Estate Property Tax Rate	City Personal Property Tax Rate
Branson West	None	None	None
Grove, Oklahoma**	None	None	None
Miami, Oklahoma**	None	None	None
Monett	None	None	None
Mt. Vernon	None	None	None
Joplin	0.1794	0.2545	None
Fayetteville, Arkansas	0.2300	0.3700	0.2300
Cape Girardeau	0.3601	0.3141	None
Neosho	0.3603	None	None
Columbia	0.4100	0.3091	0.4100
Pittsburg, Kansas	0.45465	0.06002	None
Webb City	0.4657	0.2556	None
Bella Vista, Arkansas	0.5500	None	0.5500
Bentonville, Arkansas	0.5500	None	0.5500
Jefferson City	0.5561	None	0.5561
Carthage	0.5864	0.1765	None
Branson	0.6077	None	0.6077
Springfield	0.6177	None	0.6177
Sedalia	0.6505	0.3117	0.6505
Nevada	0.7069	0.2000	0.7069
Independence	0.7216	None	None
Blue Springs	0.7281	0.3153	0.7281
St. Charles	0.8870	None	None
Gladstone	0.9290	None	0.9290
Lamar^	0.9939	None	0.9939
St. Joseph	1.1398	0.4136	1.1398
Lee's Summit	1.5154	None	1.5154

*Special Districts have been excluded.
^The City of Lamar receives $3 per vehicle, in addition to their personal property levy.
**The State of Oklahoma prohibits municipalities from assessing property tax.

CITY OF JOPLIN
REAL PROPERTY TAX INFORMATION
24-Sep-18

GENERAL PROPERTY TAX AMOUNT	ESTIMATED** ANNUAL REVENUE AMOUNT	CURRENT* PROPERTY TAX AMOUNT $100,000 HOME	ADDITIONAL PROPERTY TAX AMOUNT $100,000 HOME	CURRENT* PROPERTY TAX AMOUNT $150,000 HOME	ADDITIONAL PROPERTY TAX AMOUNT $150,000 HOME
$ 0.10	679,422	34.14	19.00	51.21	28.50
$ 0.15	969,133	34.14	28.50	51.21	42.75
$ 0.20	1,258,845	34.14	38.00	51.21	57.00
$ 0.25	1,548,556	34.14	47.50	51.21	71.25
$ 0.30	1,838,267	34.14	57.00	51.21	85.50
$ 0.35	2,127,978	34.14	66.50	51.21	99.75
$ 0.40	2,417,689	34.14	76.00	51.21	114.00
$ 0.45	2,707,400	34.14	85.50	51.21	128.25
$ 0.50	2,997,111	34.14	95.00	51.21	142.50
$ 0.55	3,286,823	34.14	104.50	51.21	156.75
$ 0.60	3,576,534	34.14	114.00	51.21	171.00
$ 0.65	3,866,245	34.14	123.50	51.21	185.25
$ 0.70	4,155,956	34.14	133.00	51.21	199.50
$ 0.75	4,445,667	34.14	142.50	51.21	213.75
$ 0.80	4,735,378	34.14	152.00	51.21	228.00
$ 0.85	5,025,089	34.14	161.50	51.21	242.25
$ 0.90	5,314,801	34.14	171.00	51.21	256.50
$ 0.95	5,604,512	34.14	180.50	51.21	270.75
$ 1.00	5,894,223	34.14	190.00	51.21	285.00

*Rate doesn't include library property tax levy, only City of Joplin.
**Based on 2019 Assessed Valuations.

CITY OF JOPLIN
PERSONAL PROPERTY TAX INFORMATION
19-Oct-18

PERSONAL PROPERTY TAX AMOUNT	ESTIMATED ANNUAL REVENUE AMOUNT*
$ 0.10	208,510
$ 0.15	312,765
$ 0.20	417,020
$ 0.25	521,275
$ 0.30	625,530
$ 0.35	729,785
$ 0.40	834,040
$ 0.45	938,295
$ 0.50	1,042,550
$ 0.55	1,146,805
$ 0.60	1,251,060
$ 0.65	1,355,315
$ 0.70	1,459,570
$ 0.75	1,563,824
$ 0.80	1,668,079
$ 0.85	1,772,334
$ 0.90	1,876,589
$ 0.95	1,980,844
$ 1.00	2,085,099

*Based on 2019 Assessed Valuations.

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2018- 017 -Special Use Permit (1st Request)

MEETING DATE:
November 5, 2018

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

SUMMARY REQUEST:
Case 037-18: 301 S. Sergeant Avenue – A request for a Special Use Permit (1st request) to operate an Air Bed and Breakfast – Brendan Cooney

BACKGROUND:
Mr. Brendan Cooney is requesting a Special Use Permit (1st Request) for the operation of a Bed and Breakfast located at 301 S. Sergeant Avenue, in the City of Joplin, Jasper County, Missouri.

PLANNING & ZONING COMMISSION TESTIMONY:
Brendan Cooney, 301 S. Sergeant, Joplin, MO is the owner of the property This property is located within the Murphysburg Historic Overlay District. Mr. Cooney stated that the B&B is a mother-in-law quarters with the same Victorian motif as their 1895 Queen Anne style home. It is essentially one 200-square foot room with a 16-foot ceiling. There are stairs that lead to the loft, which is a 90-square foot space with a stand-up shower.

Mrs. Koelkebeck wanted to know or have explained the nature of business if no prepared or unpackaged food will be served.

Mr. Cooney stated that a requirement of B&B is that no prepackaged food is served. Inside the structure there is not a stove, or any hook-ups for a cooking stove, but there is a small mini-fridge and a sink, which is considered a little kitchenette. Air B&B regulations state that nothing prepackaged may be served. They will not be preparing meals.

Mr. Cortez asked if a fire inspection was done?

Mr. Cooney stated that there has not been an inspection. He stated that he went, several months ago to the fourth floor of City Hall, to see if the structure would need to be inspected if he rented it full time. They stated it did not need an inspection. Since he has changed from being full time tenant to B&B, he has not gone back to the fourth floor. There is a sub-panel in the structure and an active smoke alarm.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Brendan Cooney for the operation of a Bed and Breakfast at 301 S. Sergeant.

2. This permit shall be eligible for two (2) years, renewable in December 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

PUBLIC COMMENT;

Bill Pat, 111 S. Sergeant, Joplin, MO. He lives approximately a block and a half north from the B&B. He stated that he thought it would be a financial enhancement to the neighborhood because people would be able to walk the neighborhood and go tour the museum. He has no concerns with increased traffic or parking. He likes the idea that people could tour the historical homes and the downtown area.

Wayne Stevenson, 302 S. Sergeant, Joplin, MO. He stated he lives across the street from Mr. Cooney and approves. He commended Mr. Cooney for going through the proper channels to obtain approval, following all procedures, and speaking to the neighbors before pursuing a Special Use Permit.

FUNDING SOURCE

These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:

Staff recommends approval of Case 037-18.

ATTACHMENTS

Resolution No. 2018- 017, Staff Planning Report, P&Z Commission Minutes

RS 2018-017

Case 037-18: 301 S. Sergeant Avenue – A request for a Special Use Permit (1st request) to operate an Bed and Breakfast – Brendan Cooney.

Brendan Cooney, 301 S. Sergeant, Joplin, MO is the owner of the property. He is asking for a structure on his property to be used as an B&B. There is an B&B website and the pamphlet that was handed out reflects what will be on the website. Mr. Cooney stated that the B&B is a mother-in-law quarters with the same Victorian motif as their 1895 Queen Anne style home. It is essentially one 200-square foot room with a 16-foot ceiling. There are stairs that lead to the loft, which is a 90-square foot space with a stand-up shower.

Mr. Cortez asked the Commission if they had any questions for Mr. Cooney.

Mrs. Koelkebeck wanted to know the nature of the business, and if any prepared or unpackaged food will be served.

Mr. Cooney stated that a requirement of B&B is that no prepackaged food is served. Inside the structure there is not a stove, or any hook-ups for a cooking stove, but there is a small mini-fridge and a sink, which is considered a little kitchenette. B&B regulations state that nothing prepackaged may be served. They will not be preparing meals.

Mr. Ramsour was curious about the price per night for a stay.

Mr. Cooney stated that the price is determined by B&B with a variable pricing model. The price will be higher on holidays, weekends, and during high tourist seasons. The minimum would be around $45.00 for an evening and the maximum would be approximately $145.00 an evening. It is a variable formula that B&B has structured.

Mr. Cortez asked if a fire inspection was done?

Mr. Cooney stated that there has not been an inspection. He stated that he went, several months ago to the fourth floor of City Hall, to see if the structure would need to be inspected if he rented it full time. They stated it did not need an inspection. Since he has changed from being full time tenant to B&B, he has not gone back to the fourth floor. There is a sub-panel in the structure and an active smoke alarm.

Mrs. Koelkebeck asked staff if this is a permanent special use permit.

Mr. Whitmore stated it was not. Mr. Cooney will have to renew the permit in two years.

Mr. Cortez asked if there was anyone to speak in favor of this case?

Bill Pat, 111 S. Sergeant, Joplin, MO. He lives approximately a block and a half north from the B&B. He stated that he thought it would be a financial enhancement to the neighborhood because people would be able to walk the neighborhood and go tour the museum. He has no concerns with increased traffic or parking. He likes the idea that people could tour the historical homes and the downtown area.

Wayne Stevenson, 302 S. Sergeant, Joplin, MO. He stated he lives across the street from Mr. Cooney and approves. He commended Mr. Cooney for going through the proper channels to obtain approval, following all procedures, and speaking to the neighbors before pursuing a Special Use Permit.

Anyone to speak in opposition of this case? There was not. Case Closed

MR. DERMOTT MOVED, SECONDED BY MRS. STEELE THAT CASE 037-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: October 8, 2018
City Council Meeting: November 5, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 037-18 A request for a Special Use Permit (1st Request) for the operation of an Bed and Breakfast

LOCATION 301 South Sergeant

APPLICANT Brendan M. Cooney

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Residential	0.29 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-2
Land Use	Single-Family Residential	Duplex	Single-Family Residential	Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Sergeant Avenue	Residential	60’
3rd Street	Residential	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The Joplin Zoning Ordinance allows the operation of a Bed and Breakfast if a Special Use Permit is obtained. This property is located within the Murphysburg Historic Overlay District. There is a historic home on the property which the owner currently resides in. Immediately to the south of the main structure on the same lot is a small guest home that the owner hopes to use as an Bed and Breakfast. The guest house is several hundred square feet. Within the guest home is a shower, sink, and a small kitchenette that includes a refrigerator. The guest house has a raised ceiling with a small loft. Parking for the Bed and Breakfast would be located on Sergeant Avenue, which is a residential street. The Joplin Zoning Ordinance allows the operation of Bed and Breakfasts if a Special Use Permit is obtained.

CONDITIONS

1. This Special Use Permit is issued to Brendan Cooney for the operation of a Bed and Breakfast at 301 S. Sergeant.
2. This permit shall be eligible for two (2) years, renewable in December 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 037-18.

RECEIVED
9-7-18

SPECIAL USE PERMIT APPLICATION

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

For Office Use Only

Case No.: 037-18
Filing Fee: $500.00
Date Advertised:
Date Notices Sent 9/24/18
Public Hearing Date: 10/8/18

APPLICANT: Brendan M. Cooney PHONE: (417)529-1309 - after 3:40pm HS Teacher
ADDRESS: 301 South Sergeant EMAIL: Cooney1017@gmail.com
OWNER: Brendan and Amber Cooney PHONE:
ADDRESS: 301 South Sergeant EMAIL:
LOCATION OF PROPERTY: 301 South Sergeant
LEGAL DESCRIPTION:

PRESENT ZONING CLASSIFICATION: R-2 ACREAGE: 0.29
PRESENT USE OF PROPERTY: Residential
PROPOSED LAND USE ACTIVITY: Air BnB

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential	R-2
South	↓	↓
East	↓	↓
West	↓	↓

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	YES	NO
1. Is deemed necessary for the public convenience at that location.		✓

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. ✓ ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. ✓ ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. ✓ ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. ____ ✓
On street parking, One car max.

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. ✓ ____

Should this special use be valid only for a specific time period? Yes ____ No ✓
If Yes, what length of time? _____

Attachments Required:
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. All hours
2. Days of Operation. All days
3. Number of Off-street Parking Spaces) 0
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) No signs will be posted.
5. Number of Assistants or employees. 2, my wife and I
6. Nature of the Business. Air B n B. (No prepared - unpackaged - food will be served per Air BnB regulations
7. Location of the Business. Standalone structure on South side of property.

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: Brendan M. Cooney DATE: 9/5/2018

BY: _____ TITLE: _____



0 55 110 220 330 440 Feet

Case 037-18: 301 S. Sergeant Avenue -- A request for a Special Use Permit (1st Request) for the operation of a Bed and Breakfast -- Brendan Cooney

N

P & Z Case 037-18
Brendan Cooney
(P & Z Recommended Approval)

RESOLUTION NO. 2018-017

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of an Bed and Breakfast located at 301 S. Sergeant Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 5, 2018, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Brendan Cooney for the operation of an Bed and Breakfast located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF LOTS NUMBERED FIFTY-THREE (53) AND FIFTY-FOUR (54) IN MOFFET'S SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Brandan Cooney located at 301 S. Sergeant Avenue.
2. The permit shall be eligible for two (2) years, renewable in December 2020.
3. The compliance with all provisions of the Fire/Safety codes.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed always.
5. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Brandon Cooney.

The City Clerk is hereby ordered to file this Resolution 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 ____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
OCTOBER 15, 2018
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the October 15, 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.

Presentation-Jimmer Pinjuv, Wildwood Ranch

Jimmer Pinjuv, developer of Wildwood Ranch, provided an update on the progress of Wildwood Ranch and a review of the Industrial Complex and Comprehensive Diligence and Master Planning.

Appointments/Reappointments to Boards/Commissions/Committees.

Mr. West nominated Benjamin Leavens to the Board of Health. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Mrs. Reid Adams nominated Gregg Wilkerson to the Capital Improvements and Sales Tax Oversight Committee (to replace Tom Beisner) Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Mr. Stinnett nominated Morris Glaze to the Capital Improvements and Sales Tax Oversight Committee (to replace James Richards). Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0

Mr. Stanley moved to approve the following reappointments.

Personnel Board: Todd Hawkins
Solid Waste Commission: Jacob Calvin
TIF: James Richards

Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0

The meeting adjourned at 5:50 p.m.

Submitted,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
OCTOBER 15, 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 Mrs. Colbert-Kean.

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 proclamation proclaiming October as Energy Awareness Month and October 30, 2018 as Weatherization Day to Ryan Peterson, who accepted it on behalf of Economic Security. Mr. Peterson thanked everyone for their support and stated there will be a demonstration on weatherization on October 30 for anyone who is interested in this process.

Taylor Cunningham, Assistant to the City Manager, gave an update on the formation of the Joplin Youth Council. Ms. Cunningham explained that a youth council is an advisory to the city council and is made up of high school students from local private and public schools. It offers leadership training and civic engagement to help plan and implement community initiatives, to possibly help work through local issues. Benefits of a youth council include communicating their concerns regarding local issues; directly participate in local government and make decisions and take actions to positively impact their community. This would hopefully create an investment into the community in which they would want to stay or come back to. The benefits to the City Council would be: the youth would be more representative of the community of their age group; get more insight of the community's perspective from a younger perspective; improve services that impact young people; and encourage youths to be more engaged (invested) in the political process. The steps to implementation of a youth council are: 1) create an ordinance or resolution to establish the council as an advisory group to the city council, and create rules and bylaws; 2)invest in a youth council (currently seeking private funding); 3) connect, publicize and recruit at the local schools; 4) select council members by the preliminary target date of May 2019 so that the council will be ready to begin in September. Taylor gave a timeline for key dates, starting with adopting an ordinance and bylaws in December; February: visit schools and promote interest; March, applications are open; May: select JYC members for the 2019-2020 school year; June & July: summer mixers and activities; August: meet with city council members; September: first formal meeting. It was the consensus of the City Council to move forward with this project.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Planning and Community Development Director Troy Bolander gave an update on the Joplin Bungalows. Director Bolander introduced John Joines, CEO of Economic Security Corporation and Bruce Adib-Yazdi from the Vecino Group. Mr. Joines explained the reasons for the delay of this project were due to additional costs of having to pay prevailing wage (when it was first thought we wouldn't have to) and a substantial increase in material costs. This caused the groups to go back over the project and identify every single item in the budget/proforma, which resulted in a smaller complex with 20 units being built instead of the original 32. Upon the council's approval of the adjusted number of units, City staff will prepare a council bill for the November 5 City Council meeting. Construction will start the first of November with the expected completion date to be September 2019. Mr. Adib-Yazdi expanded on some of the changes to the units that resulted from the review of the project. Motion by Mr. West, second by Mrs. Colbert-Kean to move forward with this project. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Discussion of the Public Safety Sales Tax Projections by Finance Director Leslie Haase. Director Haase reviewed the 10-year projections report that was distributed to the city council. The report showed the revenues and expenditures and the net change in fund balance.

CITIZEN REQUESTS AND PETITIONS

Margey Upson requested to speak on agenda items.

PUBLIC HEARINGS

CONSENT AGENDA.

Motion by Mr. Stanley, second by Mrs. Reid Adams 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.

Informal Notes from the October 1, 2018 Informal City Council Meeting
Minutes of the October 1, 2018 City Council Meeting

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. **Ordinance No. 2018-133**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Brown introduced 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. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2018-149 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. 2018-134**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2018-150 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. 2018-135**

Mrs. Reid Adams introduced 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. Motion by Mrs. Reid Adams, second by Mr. West that Council Bill No. 2018-412 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. 2018-136**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2018-453 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. 2018-137**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2018-454 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. 2018-138**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-516 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. 2018-139**

Mr. Monteleone introduced 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. Motion by Mr. Monteleone, second by Mrs. Colbert-Kean that Council Bill No. 2018-517 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. 2018-140**

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2018-518 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. 2018-141**

Mr. Brown introduced 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. Motion by Mr. Brown, second by Mr. Monteleone that Council Bill No. 2018-519 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. 2018-142**

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Stanley that Council Bill No.2018-520 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: Brown, West, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2018-143**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second

by Mr. Stinnett that Council Bill No.2018- 521 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. 2018-144**

Mr. West introduced 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. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-522 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. 2018-145**

Mr. West introduced Council Bill No. 2018-613 - 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 the position of Police Officer; and adopting new pay ranges for certain public safety positions; and, containing an emergency clause. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-613 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. 2018-146**

Ordinances – First Reading

Mr. Stanley introduced Council Bill No. 2018-022 -an ordinance amending Chapter 90, Peddlers and Solicitors, by repealing Article IV, Aggressive Solicitation. Motion by Mr. Stanley second by Mr. Monteleone that Council Bill No. 2018-022 be passed on First Reading and advanced to Second and Third Reading and passed. 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. 2018-022.**

Mr. West introduced Council Bill No. 2018-614 - an ordinance approving an agreement by and between the City of Joplin and SeeClickFix Inc. for the establishment of a Customer Request Management system. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-614 be passed on First Reading and advanced to Second and Third Reading and passed. 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. 2018-614**.

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

Boards/Commissions Appointments/Reappointments

The following reappointments were approved by the City Council:

Personnel Board: Todd Hawkins
Solid Waste Commission: Jacob Calvin
TIF: James Richards

The following new appointments were approved by the City Council:

Board of Health: Ben Leavens
Capital Improvements Committee: Gregg Wilkerson
Capital Improvements Committee: Morris Glaze

Request to Address Council:
Margey Upson spoke on comments made by city council members.

News from the Public Information Office
Taylor Cunningham, Assistant to the City Manager, read the following news items:
4th street is closed at Murphy Blvd. for repairs to railroad crossing. city is working with Kansas City Southern to make these improvements which are paid for through Capital Improvements Sales Tax. Work will be done by end of Friday October 26, weather permitting.

Drivers will experience lane shifts on two areas of 20th street starting Thursday this week as projects near completion with paving. Milling and paving Range Line to Murphy Blvd. should be completed by Tuesday October 23 weather permitting.

Work on Inside lanes of 20th from Indiana to Main St. Will also cause lane shifts. These are being redone to correct a smoothness issue that occurred during the initial paving and is being corrected by the contractor as part of their quality control program, with no additional cost to the City of Joplin.

Work will continue Saturday, Oct. 20 and if needed on Sunday, Oct. 21 until this section is completed. Work in this area is being done over the weekend to prevent disruptions with Joplin High School.

Parks and Recreation Department will host their annual **Old-Fashioned Hayride** at 7 p.m. on Friday, October 19 at McClelland Park. The event is completely free to the public. Tractor-drawn hayrides will take visitors through the park. The department will be handing out 1,000 hot dogs and s'mores to roast over campfires scattered around the park. Attendees are encouraged to bring roasting sticks to have a weenie roast around the campfires. The movie, *Coco,* will be shown during the event.

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

Comments from City Council:

Mayor Shaw stated he presented a proclamation for White Cane Safety Day earlier in the day at North Park Mall, an event he truly enjoyed. He also announced that he is going to have ice cream with 5-year-old Waynesville, MO kindergartener, Taylor Duncan, who is on a mission to interview as many Missouri mayors as possible to learn about their cities as part of learning about the state of Missouri. "Ice Cream with the Mayor" will take place at Sweet Caroline's on Thursday, October 18, 2018 12:30 pm.

Mr. Stinnett asked Mr. Brown if the question regarding the last charge to the Finance Oversight Committee was clarified. Mr. Brown replied that he had contacted the city attorney and city manager and learned that the exact charge was to find general revenue streams for all city employees and not just police and fire employees.

Mrs. Colbert-Kean informed the city council that she will be attending the National League of Cities conference in Los Angeles, CA November 5-11, 2015. Most of her expenses are paid by NLC except for her meals. Motion by Mr. Stanley, second by Mr. West to approve the request for per diem for November 5-11, 2018. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

There being no further business, the meeting was adjourned at 8:33 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

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

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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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

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(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

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-153 Amendment No. 2 to Work Authorization with Joplin Joint Engineering Team for Professional Engineering Consulting Services for 20th Street Improvements

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Amendment No. 2; Council Bill 2018-153

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves Amendment No. 2 to Work Authorization JET DR-2 PAP 7-1 20th St. with Joplin Joint Engineering Team (JET) in the not to exceed amount of $73,600.00 for professional engineering consulting services for the 20th St. improvement project.

BACKGROUND
In October 2017, City Council approved a contract with JET to provide the City with professional engineering services, and in January 2018 this agreement was amended to extend the service period to April 2018 for Part 1 of the 20th Street project. Services included design, bidding, construction management, field survey, material testing and payroll compliance review. The extents of Part 1 are from Main Street to Connecticut Avenue. During construction of the project, a fiber optic line crossing 20th St. was discovered near Highview Ave. that was in conflict with a major proposed storm drain. The relocation of this line took several months, and although other work on the 20th St. project continued during this period, the storm drain and subsequent paving work was delayed, dictating a time extension to the overall construction project to November 30, 2018 for final completion. This amendment reflects the amount of work necessary to complete the project.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of amendment 2 to work authorization JET DR-2 PAP 7-1 20th Street with Joplin Joint Engineering Team in the not to exceed amount of $73,600.00 for professional engineering consulting services for the 20th Street Improvement project on an emergency basis, per 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. 2018-153 ORDINANCE NO.

AN ORDINANCE approving Amendment 2 to Work Authorization JET DR-2 PAP 7-1 with Joplin Joint Engineering Team (JET) in the not to exceed amount of Seventy Three Thousand Six Hundred and No/100 dollars ($73,600.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

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

Section 1. That the Amendment 2 to Work Authorization JET DR-2 PAP 7-1 with Joplin Joint Engineering Team (JET) in the not to exceed amount of Seventy Three Thousand Six Hundred and No/100 dollars ($73,600.00) for engineering services associated with the 20th Street Improvements project in the City of Joplin, Jasper County, 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 Amendment, 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 the effect to the Director of Finance, the consultant 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 of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2018-153

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

20th Street Improvements

Street repairs & improvements

Public Facilities & Improvements
UN

Project Description

This project consists of the reconstruction of 20th Street from Main Street to Connecticut (PART 1 by JET/Olsson Associates) and from Connecticut Avenue to Rangeline Road (PART 2 by Anderson Engineering). This project includes the reconstruction of the existing storm sewers, sidewalks, street lighting, signalization, landscaping, and replacement of box culverts and storm water improvements.

Key Current Activities
Construction Inspection
Complete Construction

Project Owners	
City	Rob Beachner / Dan Johnson
GH	Brandon Jones / Alex Vickers

Environmental ✓
ROW ✓
Design ✓
Construction



CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates, Inc. DBA: Joplin Joint Engineering Team Address: 702 S Main Joplin, Missouri 64801	
Attention: David Hertzber, PE Troy Bolander		Attention: Jack Schaller, PE Clayton Cristy, PE	
Department: Public Works Department Planning & Community Development Department		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: (417) 624-0820, Ext 500	Fax: (417) 625-4738	Amendment 2 for JET DR-2 PAP 7-1 20th Street	

AMENDMENT 2 TO WORK AUTHORIZATION NUMBER JET DR-2 PAP 7-1 20th Street
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number JET DR-2 PAP 7-1 20th Street not to exceed the sum of Seventy-Three Thousand Six Hundred and 00/100 Dollars ($73,600.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning, Development & Neighborhood Services

Date: _____

Exhibit A for Amendment #2
For
Work Authorization JET DR-2 PAP 7-1 20th Street

Reasoning for JET DR-2 PAP 7-1 20th Street additional construction phase services fees:

The JET team is requesting additional fees for the 20th Street project. During the project a fiber optic line was discovered near Highview that was in conflict with a proposed storm drain. The relocation of this line took several months dictating a time extension to the overall project. There was also time allotted for delays due to weather, soils, and additional change order items. This time extension under change order #16 extended the project completion date to November 30, 2018. JET's request for additional fees includes the following services:

Project Management
Bi-Weekly progress meeting
Payroll Review
Pay Request Review
Construction Survey
Construction Inspection
Change Orders
Construction Testing

The following is a breakdown of the additional fees requested due to the project extending from April to November.

Summary of Fees

Project Management	$ 6,200
Construction Administration	$ 8,500
Construction Survey	$ 6,100
Construction Inspection	$48,500
Expenses	$ 4,300
Total	$73,600

COUNCIL BILL NO. 2018-154 ORDINANCE NO.

AN ORDINANCE approving Amendment 4 to Work Authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of Forty-Nine Thousand Three Hundred Sixteen No/100 dollars ($49,316.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

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

Section 1. That the Amendment 4 to Work Authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of Forty-Nine Thousand Three Hundred Sixteen No/100 dollars ($49,316.00) for engineering services associated with the 20th Street Improvements project in the City of Joplin, Jasper County, 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 Amendment, 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 the effect to the Director of Finance, the consultant 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 of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2018-154

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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-154 Amendment No. 4 to Work Authorization with Anderson Engineering, Inc. for Professional Engineering Consulting Services for 20th Street Improvements

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Amendment No. 4; Council Bill 2018-154

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves Amendment No. 4 to Work Authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of $49,316.00 for professional engineering consulting services for the 20th St. improvement project.

BACKGROUND
In September 2015, City Council approved a contract with Anderson Engineering, Inc. to provide the City with professional engineering services. Services included design, bidding, and construction management, with a proposed construction final completion in the summer of 2018 for Part 2. The extents of Part 2 are from Connecticut Avenue to Rangeline. During construction of the project, a fiber optic line crossing 20th St. was discovered near Highview Ave. that was in conflict with a major proposed storm drain. The relocation of this line took several months, and although other work on the 20th St. project continued during this period, the storm drain and subsequent paving work was delayed, dictating a time extension to the overall construction project to November 30, 2018 for final completion. This amendment reflects the amount of work necessary to complete the project.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of amendment 4 to work authorization AND-DR2-20th Street 1 with Anderson Engineering, Inc. in the not to exceed amount of $49,316.00 for professional engineering consulting services for the 20th Street Improvement project on an emergency basis, per 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.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E. 3rd Street Joplin, Missouri 64803	
Attention: David Hertzberg, P.E. dhertzbe@joplinmo.org	Troy Bolander tbolande@joplinmo.org	Attention: Jason Eckhart, P.E. jeckhart@andersonengineeringinc.com	
Department: Public Works	Director of Planning & Development	Phone: (417) 782-7399	Fax: (417) 782-7398
Phone: (417) 624-0820	Fax: (417) 624-4738	CDBG 20th Street 1 Project	

AMENDMENT 4 TO WORK AUTHORIZATION NUMBER AND-DR2-20th Street 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **AND-DR2-20th Street 1** exceed the sum of **Forty-Nine Thousand Three Hundred Sixteen and 00/100 Dollars ($49,316).**

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

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

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 10/23/18

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

Exhibit A for Amendment #4
For
Work Authorization Number AND-DR2-20th Street 1

Basic Infrastructure

Additional Services

The following fees shall be in addition to the Engineering Services Agreement for additional construction contract administration and construction inspection due to extended construction completion date.

a.	Construction Inspection - Additional 360 Hours of Technician IV at $94.50/hr	**$34,020.00**
b.	Contract Administration – Additional 64 Hours Principal at $171.50/hr	**$10,976.00**
c.	Contract Administration – Additional 48 Hours Project Coordinator at $90.00/hr	**$4,320.00**
	Total Additional Fees	**$49,316.00**

Reasoning for Additional Service Fees: During construction of the project, a fiber optic line crossing 20th Street was discovered near Highview that was in direct conflict with a proposed storm drain. The relocation of this line took several months dictating a time extension to the overall construction project. There was also time allotted for additional delays due to utilities, weather, soils and additional change order items. The time extension to the construction project extended the project final completion date to November 30, 2018.

20th Street Improvements

Street repairs & improvements

Public Facilities & Improvements
UN

Project Description

This project consists of the reconstruction of 20th Street from Main Street to Connecticut (PART 1 by JET/Olsson Associates) and from Connecticut Avenue to Rangeline Road (PART 2 by Anderson Engineering). This project includes the reconstruction of the existing storm sewers, sidewalks, street lighting, signalization, landscaping, and replacement of box culverts and storm water improvements.

Key Current Activities
Construction Inspection
Complete Construction

Project Owners	
City	Rob Beachner / Dan Johnson
GH	Brandon Jones / Alex Vickers

Environmental ✓
ROW ✓
Design ✓
Construction



COUNCIL BILL NO. 2018-155 ORDINANCE NO.

AN ORDINANCE approving Amendment 2 to Work Authorization AND-DR2-PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of Twenty-Six Thousand Three Hundred Eighty Two and No/100 dollars ($26,382.00) for continuing engineering services associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause.

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

Section 1. That the Amendment 2 to Work Authorization AND-DR2-PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of Twenty-Six Thousand Three Hundred Eighty Two and No/100 dollars ($26,382.00) for engineering services associated with the Street, Sidewalk, Curb & Gutter and Storm Water projects in the City of Joplin, Jasper County, 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 Amendment, 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 the effect to the Director of Finance, the consultant 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 of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2018-155

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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-155 Amendment No. 2 to Work Authorization with Anderson Engineering, Inc. for Professional Engineering Consulting Services associated with Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Amendment No. 2; Council Bill 2018-155

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves Amendment No. 2 to Work Authorization AND-DR2-PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of $26,382.00 for professional engineering consulting services associated with Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area

BACKGROUND
In October 2016, City Council approved a contract with Anderson Engineering, Inc. for the design, bidding and construction management of all of the prioritized street, sidewalk, curb & gutter and storm water projects in Anderson Engineering's portion of the Recovery Area. After successful completion of many projects under budget, Anderson was directed to proceed with two additional projects (surface projects 5004 and 5006). Additional curb and gutters, sidewalks and driveway repair needs have been identified and are being included in the scope of the additional projects. This Amendment to Anderson Engineering's Work Authorization is for the design costs associated with the additional work being added to projects 5004 and 5006. Construction management and oversight costs for this additional work are included in Anderson Engineering work authorization AND-DR2-PAP7-2-Additional Services.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of amendment 2 to work authorization AND-DR2-PAP7-1 with Anderson Engineering, Inc. in the not to exceed amount of $26,382.00 for professional engineering consulting services associated with Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area on an emergency basis, per 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.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E. 3rd Street Joplin, Missouri 64803	
Attention: David Hertzberg, P.E. dhertzbe@joplinmo.org	Troy Bolander tbolande@joplinmo.org	Attention: Jason Eckhart, P.E. jeckhart@andersonengineeringinc.com	
Department: Public Works	Director of Planning & Development	Phone: (417) 782-7399	Fax: (417) 782-7398
Phone: (417) 624-0820	Fax: (417) 624-4738	CDBG Project 2, Non-LMI Beginning October 1, 2016	

AMENDMENT 2 TO WORK AUTHORIZATION NUMBER AND-DR2-PAP7-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **AND-DR2-PAP7-1** exceed the sum of **Twenty-Six Thousand Three Hundred Eighty-Two and 00/100 Dollars ($26,382.00).**

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

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

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

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

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

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

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

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

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

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 10/23/18

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

Exhibit A for Amendment #2
For
Work Authorization Number DR2-PAP7-1

Basic Infrastructure

Additional Services

The following fees shall be in addition to the Engineering Services Agreement for additional design services related to changes in scope of design for streets to include drainage and additional sidewalks.

a.	Design - Additional 160 Hours of Designer III at $98.00/hr	**$15,680.00**
b.	Design – Additional 36 Hours Principal at $171.50/hr	**$6,174.00**
c.	Design – Additional 32 Hours Two-Man Survey Crew at $141.50/hr	**$4,528.00**
	Total Additional Fees	**$26,382.00**

Anderson Engineering

All surface projects

Public Facilities & Improvements

LMA/UN

Project Description

This project consists of renovation and replacement of the highest rated damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps throughout the tornado impacted areas. Additional roadway repair needs have been identified in surface projects 5004 and 5006. This project area includes work on 15th Street and 24th Streets and between Connecticut Avenue and Rangeline Road

Key Current Activities
Finalize Design
Construction Survey
R/W

Project Owners	
City	Dan Johnson / Rob Beachner
GH	Alex Vickers

Environmental ✓
Design ✓
ROW
Construction
Closeout



CLOSING DATE:	12-Oct-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	807 W. 13th Street

COMPANY	BIDS
B & D Yardbuilders	$2,400.00
Big John's Heavy Equipment	$2,500.00
Jordan Disposal	$2,375.00
Nelson's Enterprises	$1,549.00
Wolf Landscaping	NO BID



Council bill 2018-368
807 W. 13TH St.







COUNCIL BILL NO. 2018 – 368 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 807 W. 13TH St. in the City of Joplin, Missouri, for One Thousand Five Hundred Forty-Nine and 00/100 Dollars ($ 1,549.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of One Thousand Five Hundred Forty-Nine 00/100 Dollars ($ 1,549.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 807 W. 13TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 807 W. 13TH St. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED SIXTY- FOUR (164) & ONE HUNDRED SIXTY- FIVE (165) EX E. 57.8 FT. & EX RR R/W & EX W 27 FT. LOT 164 & EX W 27 FT. 0F S 10 FT. LOT 165 IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

_____
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 No. 2018- 368

MEETING DATE
November 5, 2018

ORIGINATING DEPTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
This council bill approves the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 807 W. 13th Street in the City of Joplin, Missouri.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 23, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 28, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on October 12, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 2,375.00
B & D Yardbuilders	$ 2,400.00
Big Johns	$ 2,500.00
Nelson Enterprises	$ 1,549.00

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

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Revolving Fund.

RECOMMENDATION
Approval of Contract with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings 807 W. 13TH St. The demolition removal contract be awarded to Nelson Enterprises for $ 1,549.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 368, Photograph of Property, Bid Tabulation

CLOSING DATE:	12-Oct-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	622 S. Moffet Ave.

COMPANY	BIDS
B & D Yardbuilders	$9,900.00
Big John's Heavy Equipment	$4,999.00
Jordan Disposal	$9,800.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-369
622 S. MOFFEET AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2018- 369

MEETING DATE
November 5, 2018

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
This council bill approves the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 622 S. Moffet Ave. in the City of Joplin, Missouri.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 14, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 28, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on October 12, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 9,800.00
B & D Yardbuilders	$ 9,900.00
Big Johns	$ 4,999.00

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

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Revolving Fund.

RECOMMENDATION
Approval of Contract with Big Johns to remove the structures, and any remaining debris. The demolition removal contract be awarded to Big Johns for $4,999.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 369, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2018 – 369 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 622 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($ 4,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Big Johns in the amount of Four Thousand Nine Hundred Ninety-Nine 00/100 Dollars ($4,999.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 622 S. Moffet Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 622 S. Moffet Ave. and legally described as:

ALL OF LOT NUMBERED FORTTY-FOUR (44) IN J.B. SERGEANT'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	19-Oct-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	2205 W. 4th Street

COMPANY	BIDS
B & D Yardbuilders	$4,400.00
Big John's Heavy Equipment	NO BID
Jordan Disposal	$3,798.00
Nelson's Enterprises	$2,949.00
Wolf Landscaping	NO BID


COUNCIL BILL 2018-370
2205 W. 4TH ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2018- 370

MEETING DATE
November 5, 2018

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
This council bill approves the contract by and between the City of Joplin and Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings 2205 W. 4th Street.

BACKGROUND
The above listed address was "tagged" as a dangerous building on June 18, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 28, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on October 12, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 3,798.00
B & D Yardbuilders	$ 4,400.00
Nelson Enterprises	$ 2,949.00

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

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $2,949.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 370, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2018 – 370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 2205 W. 4TH St. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($ 2,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Two Thousand Nine Hundred Forty-Nine 00/100 Dollars ($ 2,949.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2205 W. 4TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2205 W. 4TH St. and legally described as:

ALL OF LOT NUMBERED TWENTY-SIX (26) IN W.M. LECKIES SUBDIVISION OF LOTS NUMBERED 22,26,27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. TOGETHER WITH THE SOUTH ONE HALF (S ½) OF THE VACATED ALLEY LYING NORTH OF AND ADJOING SAID LOT, EXCEPT ANY PART TAKEN OR NEEDED FOR RAILROAD RIGHT-OF-WAY.

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

_____

Gary L. Shaw – Mayor

ATTEST:

_____

Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Fourth Amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Developer Agreement
Between
The City of Joplin and
Joplin Bungalows, LLC

This Fourth Amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Developer Agreement between the City of Joplin and the Joplin Bungalows, LLC executed on April ____, 2018 is made and entered into as of the ____ day of _____, 2018.

RECITALS:

I. SCOPE OF SERVICE

A. Developer Responsibilities

4. Developer's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the Grantee and Developer for a particular property:

a. Minimum number of units to be developed and operated under the program: Twenty (20) units.

b. Minimum number of units to be occupied by low-income tenants: Eleven (11) units.

c. Contribute to the budget no less than $100,000 to be used for the purchase of land.

d. Contribute to the budget no less than $250,000 to be used for the construction of a community/safe room.

e. Contribute to the budget no less than $120,000 to be used for the purchase of furniture, fixtures, and equipment.

5. Project Compliance Requirements: Developer agrees to adhere and comply to all CDBG-DR project compliance requirements, including yet not limited to the following:

c. The Developer hereby agrees that the Property shall be used solely as an affordable housing complex and shall contain no less than eleven (11) affordable housing units at any time prior to the expiration of the twenty (20) year period following the completion date (the "Affordability Period"). The Developer has obtained the express written consent of the City to such reduction. In addition to the foregoing, the Developer shall,

at all times during the Affordability Period, maintain compliance with the requirements described in Section II Administrative Requirements.

6. Levels of Accomplishment - Performance Goals and Timelines

a. The Developer shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Activity	Performance Goal	Timeframe for Completion of Performance Goal
LMI Compliance	At minimum 51% of the 20 units must be occupied by LMI individuals	Upon 95% occupancy 51% of the 20 units will be occupied by LMI individuals
Senior Availability	At minimum 11 of 20 units will be made available to seniors.	Upon 95% occupancy 11 of 20 units will be occupied by seniors

II. ADMINISTRATIVE REQUIREMENTS

D. Procurement

4. Performance, Labor, and Materials Payment Bond

The Developer shall require the contractor to 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 the contract value executed between Developer and their contractor in the amount not to exceed $2,947,158.00conditioned upon the full and faithful performance of all major terms and conditions of the contract and payment of al labor and material suppliers. It is further mutually agreed between the parties hereto that if 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 Developer 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 the 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 must be listed in United States Treasury Circular 570.

IN WITNESS WHEREOF, the parties have executed this contract as to the date written above.

City of Joplin, Missouri

_____

Troy Bolander
Planning, Development, and
Neighborhood Services

_____
Date

Joplin Bungalows, LLC

_____

John Joines
Manager

_____
Date

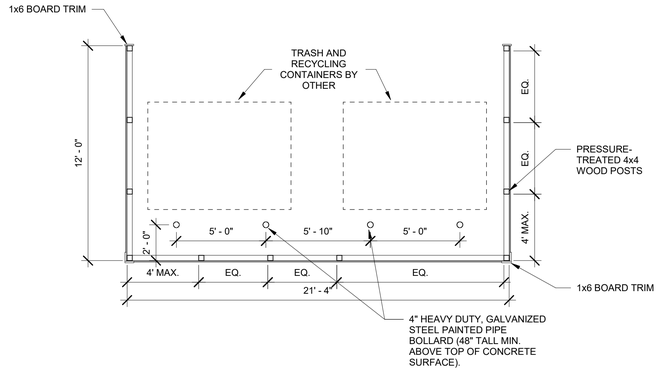
Exhibit A Joplin Bungalows Site Plan



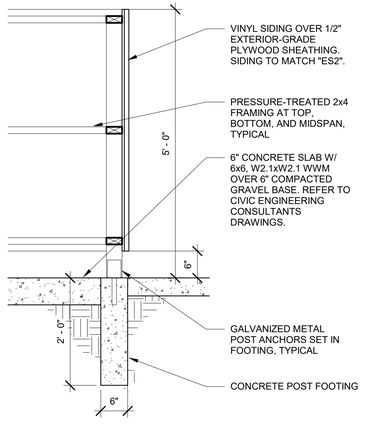
1 SITE PLAN
SCALE: 1" = 20'-0"

KEYNOTE LEGEND

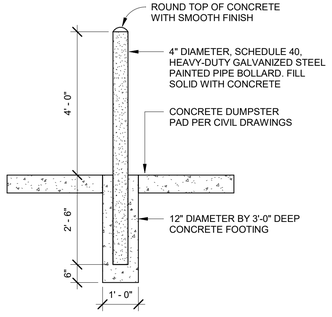
10.55 (2 TOTAL) FRONT-LOADING, U.S.P.S. APPROVED MAILBOX CLUSTER EQUAL TO MODEL #3316BRZ-U BY SALSBURY INDUSTRIES (WWW.MAILBOXES.COM). REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR MOUNTING - MOUNT ON 6'-0"x1'-10" CONCRETE PAD SIMILAR TO SIDEWALK DETAIL - SEE CIVIL. FINISH TO BE SELECTED FROM MANUFACTURER'S FULL COLOR RANGE. MASTER LOCK TO BE FURNISHED BY POST OFFICE. CONTRACTOR TO COORDINATE INSTALLATION WITH LOCAL POSTMASTER.



2 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



3 TRASH ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"



4 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"

VECINO DESIGN
305 W. Commercial St. Springfield MO. 65803
417-720-1577 | www.vecinogroup.com

C. of A. S/N: A-2018000605

CONSULTANTS

SITE/CIVIL/LANDSCAPE
Small Arrow Engineering, LLC
516 S. Main St.
Joplin, MO 64801
417-624-2333
Contact: tbuniap@smallarrow.com

MEP ENGINEER
Vecino Design
305 W. Commercial St.
Springfield, MO 65803
417-720-1577
Contact: steve@vecinogroup.com

STRUCTURAL ENGINEER
Vecino Design
305 W. Commercial St.
Springfield, MO 65803
417-720-1577
Contact: walter@vecinogroup.com

INTERIOR DESIGN
Vecino Design
305 W. Commercial St.
Springfield, MO 65803
417-720-1577
Contact: cheyenne@vecinogroup.com

Joplin Bungalows

2617 McCOY AVE, JOPLIN, MISSOURI, 64804

REV.	DESCRIPTION	DATE
1	ADDENDUM 1	5/21/18
2	ADDENDUM 2	9/12/18
3	ADDENDUM 3	10/22/18

This drawing and the details on it are the sole property of the Architect and may be used for this specific project only. It shall not be loaned, copied, or reproduced in whole or in part, or for any other purpose or project without the written consent of the Architect.

STATE OF MISSOURI
J. CHRISTOPHER BALL
NUMBER A-7720
REGISTERED ARCHITECT

J. CHRISTOPHER BALL
LICENSE NO. 007720

The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by the Architect, and this Architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

DATE: 8-8-18
PROJECT NUMBER: 17250
DRAWN BY: Author

COPYRIGHT: © 2018 VECINO DESIGN

ARCHITECTURAL
SITE PLAN

A100

Exhibit B Joplin Bungalows Proforma

NSP Multifamily Toolkit
Multifamily Property Underwriting Template
Detailed Sources and Uses Worksheet

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows — 20 Total units, including 0 non-revenue unit(s)

Line	PERMANENT Sources (do not list construction / bridge loan(s))	$ Amount	% of TOTAL	% of CATEGORY	$ Per Unit	ADDITIONAL COMMENTS
1	1st Mortgage Hard Debt	$ 156,502.00	3.4%	3.4%	$ 7,825	*Loan by bank TBD*
2	2nd Mortgage Hard Debt	$ -	0.0%	0.0%	$ -	
3	Tax Credit Equity	$ -	0.0%	0.0%	$ -	
4	NSP Funds	$ -	0.0%	0.0%	$ -	*See note below regarding NSP funding limits*
5	HOME Funds	$ -	0.0%	0.0%	$ -	
6	Deferred Developer Fee	$ -	0.0%	0.0%	$ -	*Deferral equals 0.00% of Total Developer Fee*
7	Owner/GP Cash	$ -	0.0%	0.0%	$ -	
8	CDBG-DR	$ 4,154,900.00	0.0%	89.8%	$ 207,745	
9	Joplin Bungalows/Vecino FFE Budget	$ 120,000.00	0.0%	2.6%	$ 6,000	*To Be Furnished by Vecino*
10	Vecino Deffered Developer Fee	$ 150,000.00	0.0%	3.2%	$ 7,500	*Deffered for use in Community Room/Shelter*
11	ESC Deferred Developer Fee	$ 43,498.00	0.0%	0.9%	$ 2,175	*Deffered for use in Community Room/Shelter*
12	Other Source 5 (Specify)	$ -	0.0%	0.0%	$ -	
13	Other Source 6 (Specify)	$ -	0.0%	0.0%	$ -	
14		$ 4,624,900.00	100%	100%	$ 231,245	
15						
16	Sources and Uses Balanced	$ -	0%			
17						
18						
19	The ratio of NSP Funds to total Sources may not exceed the ratio of NSP eligible units (i.e., <120% AMI) to total units.					
20						
21						EB = Eligible Basis
22						
23	USES	$ Amount	% of TOTAL	% of CATEGORY	$ Per Unit	EB? / ADDITIONAL COMMENTS
24	ACQUISITION COSTS					
25	Acquistion Land	$ 354,900.00	7.7%	100.0%	$ 17,745	N — *$100,000 from Bank TBD*
26	Acquistion Buildings	$ -	0.0%	0.0%	$ -	Y
27	Acquisition Other	$ -	0.0%	0.0%	$ -	Y
28	TOTAL ACQUISITION COSTS	$ 354,900.00	8%	100%	$ 17,745	
29						
30	CONSTRUCTION COSTS					
31	Hard Costs: Site Improvements	$ 210,250.00	4.5%	7.1%	$ 10,513	Y — *Temporary split of Site Improvements and Construction.*
32	Hard Costs: Construction	$ 2,219,458.53	48.0%	75.3%	$ 110,973	Y — *Waiting on true numbers*
33	Hard Costs: Contingency	$ 177,473.00	3.8%	6.0%	$ 8,874	Y — *Contingency equals 7.30% of Hard Costs*
34	Other Construction/Rehab Cost (Specify)	$ -	0.0%	0.0%	$ -	Y
35	Other Construction/Rehab Cost (Specify)	$ -	0.0%	0.0%	$ -	Y
36	Other Construction/Rehab Cost (Specify)	$ -	0.0%	0.0%	$ -	Y
37	Builders Profit (BP)	$ 145,741.45	3.2%	4.9%	$ 7,287	Y — *BP Equals 5.59% of Hard Costs (incl. contingency)*
38	General Requirements (GR)	$ 145,741.45	3.2%	4.9%	$ 7,287	Y — *GR Equals 5.59% of Hard Costs (incl. contingency)*
39	General Overhead (GO)	$ 48,493.58	1.0%	1.6%	$ 2,425	Y — *GO Equals 1.86% of Hard Costs (incl. contingency)*
40	Subtotal BP+GR+GO	$ 339,976.47	7.4%	11.5%	$ 16,999	*Contrator Loading Equals 13.04% of Hard Costs (incl. contingcy.)*
41	TOTAL CONSTRUCTION COSTS	$ 2,947,158.00	64%	100%	$ 147,358	
42	*Of the total of $2,947,158, $2,607,182 or 88% is directly attibutable to Hard Costs, while $339,976 is attributable to other costs and contractor loading.*					

NSP Multifamily Toolkit
Multifamily Property Underwriting Template
Detailed Sources and Uses Worksheet

Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows — 20 Total units, including 0 non-revenue unit(s)

43	**TRANSACTION COSTS**							
44	Accounting Fees: Cost Certification Audit Fee	$ 35,000.00	0.8%	4.2%	$ 1,750	Y	
45	Accounting Fees: General	$ -	0.0%	0.0%	$ -	Y	
46	Application and Tax Credit Fees	$ -	0.0%	0.0%	$ -	Y	
47	Architect	$ 188,368.00	4.1%	22.7%	$ 9,418	Y	
48	Bond Issuance	$ -	0.0%	0.0%	$ -	Y	
49	Builders' Risk		0.0%	0.0%	$ -	Y	
50	Building Permit Fees & Local Fees	$ 31,146.00	0.7%	3.8%	$ 1,557	Y	
51	Construction Loan: 3rd Party Reports/Inspect	$ -	0.0%	0.0%	$ -	Y	
52	Construction Loan: Financing Fee	$ 16,000.00	0.3%	1.9%	$ 800	Y	*Legacy Bank Fee/2% LOC Amount*
53	Construction Loan: Interest During Construction	$ 40,000.00	0.9%	4.8%	$ 2,000	Y	*Interest Carrying Fee/Prime plus 75bps*
54	Construction Loan: Lender's Attorney Fee	$ -	0.0%	0.0%	$ -	Y	
55	Construction Loan: Origination Fee	$ -	0.0%	0.0%	$ -	Y	
56	Construction Period: Insurance	$ 40,000.00	0.9%	4.8%	$ 2,000	Y	
57	Construction Period: Taxes	$ -	0.0%	0.0%	$ -	Y	
58	Consulting Fees (not payable through dev fee)	$ -	0.0%	0.0%	$ -	Y	
59	Engineer	$ 80,729.00	1.7%	9.7%	$ 4,036	Y	
60	Environmental Study	$ -	0.0%	0.0%	$ -	Y	
61	Furniture, Fixtures and Equipment	$ 120,000.00	2.6%	14.5%	$ 6,000	Y	*Residential Unit and Community Room Furnishings, plus W/D*
62	Legal: Owner Attorney/Borrower (EB)	$ 55,000.00	1.2%	6.6%	$ 2,750	Y	
63	Legal: Owner Attorney/Borrower Legal (Not EB)	$ -	0.0%	0.0%	$ -	N	*These are legal fees which are not basis-eligible*
64	Market Study / Appraisal	$ -	0.0%	0.0%	$ -	Y	
65	Marketing and Leasing	$ 25,000.00	0.5%	3.0%	$ 1,250	Y	
66	Miscellaneous / Other (Basis Eligible)	$ 60,000.00	1.3%	7.2%	$ 3,000	Y	*Landscaping*
67	Miscellaneous / Other (NOT Basis Eligible)	$ -	0.0%	0.0%	$ -	N	*These are miscellaneous fees which are not basis-eligible*
68	Partnership Legal and Organizational	$ -	0.0%	0.0%	$ -	Y	
69	Permanent Loan: 3rd Party Reports	$ -	0.0%	0.0%	$ -	Y	
70	Permanent Loan: Financing Fee	$ -	0.0%	0.0%	$ -	Y	*Equals 0.00% of permanent loan amount*
71	Permanent Loan: Lender's Attorney Fee	$ -	0.0%	0.0%	$ -	Y	
72	Permanent Loan: Origination Fee	$ -	0.0%	0.0%	$ -	Y	*Equals 0.00% of permanent loan amount*
73	Survey	$ 23,100.00	0.5%	2.8%	$ 1,155	Y	
74	Title and Recording	$ 30,000.00	0.6%	3.6%	$ 1,500	Y	
75	**P&P Bond**	$ 35,290.00	0.8%	4.3%	$ 1,765	Y	
76	**Material Testing**	$ 10,000.00	0.2%	1.2%	$ 500	Y	
77	**Soft Cost Contingency**	$ 30,449.00	0.7%	3.7%	$ 1,522	Y	
78	**Interior Design**	$ 10,000.00	0.2%	1.2%	$ 500	Y	
79			0.0%	0.0%	$ -	Y	
80	**Other Transaction Cost 6 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
81	**Other Transaction Cost 7 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
82	**Other Transaction Cost 8 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
83	**Other Transaction Cost 9 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
84	**Other Transaction Cost 10 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
85	**Other Transaction Cost 11 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
86	**Other Transaction Cost 12 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
87	**Other Transaction Cost 13 (Specify)**	$ -	0.0%	0.0%	$ -	Y	
88	**TOTAL TRANSACTION COSTS**	$ 830,082.00	18%	100%	$ 41,504		
89							
90	**ESCROW ACCOUNTS**						
91	Initial Deposit to Reserve for Replacements		0.0%	0.0%	$ -	N	
92	Property Tax Escrow	$ -	0.0%	0.0%	$ -	N	
93	Hazard Insurance Escrow	$ -	0.0%	0.0%	$ -	N	
94	Debt Service Reserve	$ -	0.0%	0.0%	$ -	N	
95	Operating Reserve/Working Capital	$ 57,777.00	1.2%	100.0%	$ 2,889	N	*6 months debt + operating expenses*
96	Lease-Up Reserve	$ -	0.0%	0.0%	$ -	N	
97	**Other Escrow 1 (Specify)**	$ -	0.0%	0.0%	$ -	N	
98	**Other Escrow 2 (Specify)**	$ -	0.0%	0.0%	$ -	N	
99	**Other Escrow 3 (Specify)**	$ -	0.0%	0.0%	$ -	N	

NSP Multifamily Toolkit
Multifamily Property Underwriting Template
Detailed Sources and Uses Worksheet

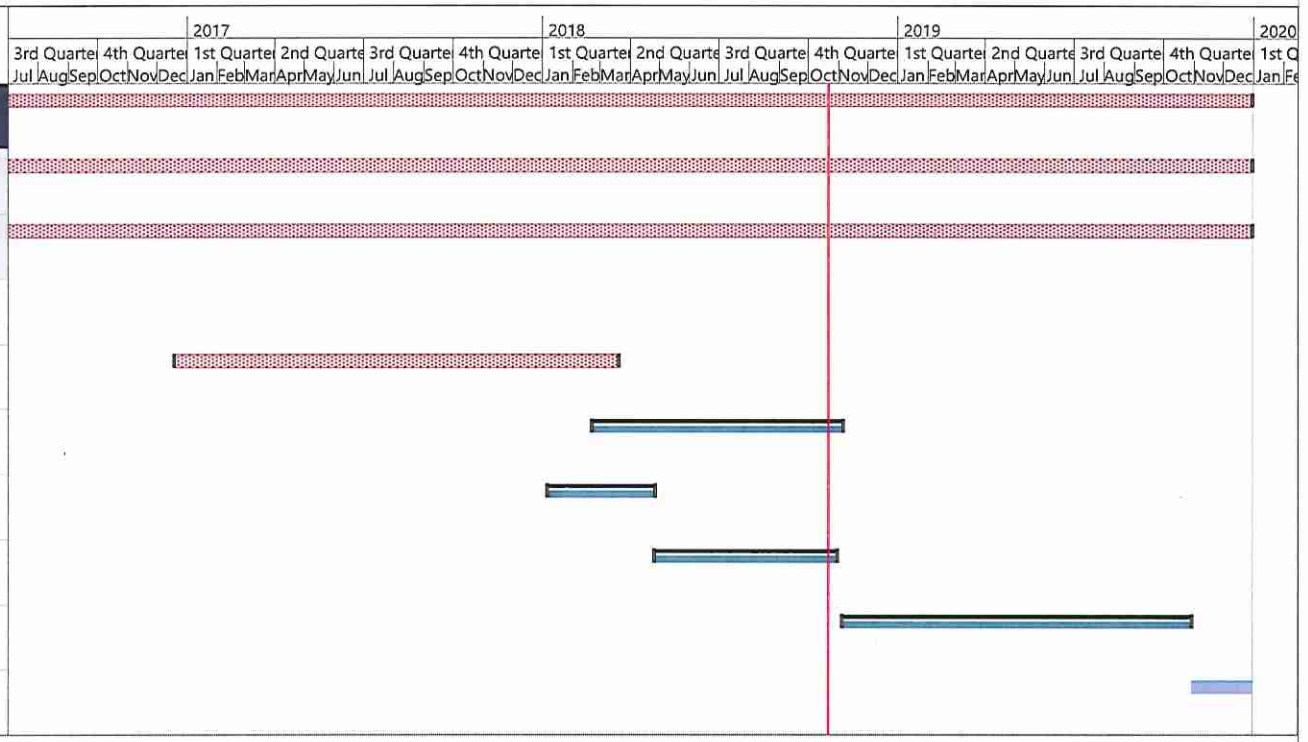
Bold, Green Highlight Cells Denote USER INPUT
Bold, Yellow Highlight Cells Denote USER INPUT OVERRIDES
White Cells Denote CALCULATED RESULTS

Property: Joplin Bungalows — 20 Total units, including 0 non-revenue unit(s)

100	TOTAL ESCROW ACCOUNTS	$	57,777.00	1%	100%	$	2,889	
101								
102	GROSS DEVELOPER FEE							
103	Total Gross Developer Fee	$	434,983.00	9.4%	100.0%	$	21,749	Y	*Equals 9.41% of total uses excluding developer fee*
104	TOTAL GROSS DEVELOPER FEE	$	434,983.00	9%	100%	$	21,749		Joplin Bungalows will receive 10% and Vecino will receive 90%
105									
106	TOTAL USES	$	4,624,900.00	100%	100%	$	231,245		

Exhibit C Master Schedule

ID	Name	Start	Finish
1	Round I Projects	Mon 7/2/12	Mon 12/30/19
3	Subrecipient Projects	Mon 7/16/12	Mon 12/30/19
134	Joplin Affordable Senior Ho	Mon 6/1/15	Mon 12/30/19
135	Project Start	Mon 6/1/15	Mon 6/1/15
136	Environmental Assessme	Mon 12/19/16	Tue 3/20/18
147	Land Acquisiton	Wed 2/21/18	Mon 11/5/18
153	Developer Agreement	Sat 1/6/18	Thu 4/26/18
160	Design	Thu 4/26/18	Tue 10/30/18
173	Construction	Mon 11/5/18	Tue 10/29/19
175	Project Closeout	Wed 10/30/19	Mon 12/30/19



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2018-414 – Amendment #4 for the CDBG-DR Joplin Bungalows Developer's Agreement between the City of Joplin and Joplin Bungalows, LLC.

MEETING DATE:
November 5, 2018

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

SUMMARY REQUEST:
Approving Amendment #4 of the Developer Agreement between the City of Joplin and Joplin Bungalows, LLC. This Amendment includes the revised scope of unit development from 32 to 20 units. Additionally, the Amendment includes the funds contributed by the project developer, Joplin Bungalows, LLC, for the acquisition of land, construction of a community room shelter, and unit furnishings.

BACKGROUND:
The City of Joplin initially entered into a Developer Agreement with Joplin Bungalows, LLC April 26th, 2018 for the development of 32-units of affordable, permanent rental housing for seniors, homeless veterans, and disabled individuals. Bids received were higher than estimated due to the inflation of construction and materials from project inception in 2013 to present date, coupled with the implementation of Prevailing Wage and Davis-Bacon requirements. The project scope has been reduced to accommodate for the increased project costs.

FUNDING SOURCE:
Funding for the Joplin Bungalows Development were allocated in the City's Round I Initial Action Plan for the CDBG-DR.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS:
Amendment #4 to Developer Agreement for the Joplin Bungalows Community Development Block Grant-Disaster Recovery (CDBG-DR) grant

COUNCIL BILL NO. 2018-414 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to reduce the scope from 32 to 20-units of affordable, permanent housing and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the housing stock in 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 Joplin Bungalows project will provide affordable housing for senior citizens, homeless veterans, and disabled individuals that were impacted as a result of the disaster.

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

Section 1. That the City execute an amendment to the Developer Agreement with Joplin Bungalows, LLC, for the amended scope of the Joplin Bungalows Development from 32-units to 20-units of affordable, permanent housing. A copy of said Amendment being attached hereto and incorporated herein.

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

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

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 2018-455 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2018-455 Ordinance; Missouri Department of Health and Senior Services Program Services Contract for Maternal Child Health Services

REVIEWED BY
Dept. Head: Dan Pekarek; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a Program Services Contract between the Missouri Department of Health and Senior Services and the Joplin City Health Department to provide maternal child health services. The Council has previously approved similar annual contracts.

BACKGROUND
Last year the City conducted a maternal child health needs assessment to determine health issues associated with women and children in the Joplin area. Based on that assessment the City has developed a 3-year work plan to address one of the priority area issues, obesity among women of childbearing age. As part of the work plan, City staff will be working with other community health partner agencies and organizations in activities that will lead to improved health of area women. These activities will include such areas as dissemination of educational materials on healthy living, advocacy for safer and more available walking venues, and creation of community walking initiatives. The contract amount of $32,463 was budgeted and approved for FY2019 budget by Council during the budget process.

FUNDING SOURCE
Missouri Department of Health and Senior Services.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with preservation of public health and generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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. 2018-455 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2018 and running through September 30, 2019, for the amount of up to Thirty Two Thousand, Four Hundred Sixty-Three Dollars and Thirty-Two Cents ($32,463.32), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 5th day of November, 2018, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

RECEIVED
OCT 25 2018

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact Christine James in the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
46439	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2018	9/30/2019	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Maternal Child Health Services
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $32,463.32 for the period of October 1, 2018 through September 30, 2019.

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

1.3 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

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

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

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

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

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

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

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

1.5 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA.

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

Program Name: Maternal Child Health
Program Contact: Martha Smith
Address: 920 Wildwood, Jefferson City Mo 65109
Phone: 573-522-2731
Email: Martha.Smith@health.mo.gov

2. ELIGIBILITY

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract after completion and approval of a proposal hereinafter referred to as the FFY2019-2021 contract work plan, attached hereto as Attachment C and incorporated by reference as if fully set forth herein, and completion and approval of an annual contract budget.

2.2 No FFY2019-2021 contract work plan may cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.

2.3 Joint submission of a FFY2019-2021 contract work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

2.4 The FFY2019-2021 contract work plan shall be for the three-year period of October 1, 2018 through September 30, 2021.

2.5 The FFY2019-2021 contract work plan must include the following requirements:

2.5.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);

2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;

2.5.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));

2.5.4 Evidence-based strategies that will be used to address the problem;

2.5.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention Model as follows:

a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after three years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

2.5.6 Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;

2.5.7 Strategies to address the identified health inequities; and

2.5.8 Strategies to address existing weaknesses/gaps in access to care.

2.6 The annual contract budget must enumerate all expected expenditures for implementation of the work plan and all expected expenditures for expanding and enhancing other specific MCH initiatives/activities.

2.7 Contracts will be awarded following FFY2019-2021 contract work plan and annual contract budget approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the three-year work plan or annual contract budget.

3. PURPOSE

3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring

prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

3.2 The Contractor's efforts to fulfill the purpose of the MCH Services contract will include activities and services that address the needs of children and youth with special health care needs (cyshcn).

4. DEFINITIONS

4.1 Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php.

5. DELIVERABLES AND OUTCOMES

5.1 The Contractor shall address at least one priority health issue(s) derived from the state's Title V Maternal and Child Health Services Block Grant priorities. The Contractor's selected Priority Health Issue(s) shall be identified in the FFY2019-2021 contract work plan.

5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address the priority maternal child health issue(s) identified in the FFY2019-2021 contract work plan.

5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

5.4 The Contractor shall develop a proposed budget for the next contract period for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st via an electronic e-mail attachment.

5.5 The Contractor shall identify, track and monitor targeted national, state, and local outcome measure(s) and any additional performance indicator data/measures and analyze FFY2019-2021 contract work plan performance trends.

5.6 If the Contractor desires to make changes to the approved FFY2019-2021 contract work plan or the annual contract budget before the end of the contract year, the Contractor shall submit the proposed revised FFY2019-2021 contract work plan or proposed revised annual contract budget to the MCH Services Program via an electronic email attachment.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic email attachment.

6.2 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report shall include the following for each level of the Spectrum of Prevention:

a. Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes.

b. Assessment of progress toward achieving the system outcomes.

c. Listing of achievements to support assessed level of progress toward achieving the system outcomes.

6.3 The Contractor shall complete and submit the Year-End Report no later than October 31st in the first and second contract periods. The Year-End Report shall include the following:

6.3.1 Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes for each level of the Spectrum of Prevention.

6.3.2 Assessment of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.3 Listing of achievements to support assessed level of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.4 Updated evaluation plan, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and any revisions from original evaluation plan, with justification for revisions.

6.3.5 Description of challenges/barriers in completing activities, meeting the contract deliverables, and fulfilling the purpose of the MCH Services contract as stated herein.

6.3.6 Annual financial report on the use of contract funding to address the selected priority health issue(s) and implement the FFY2019-2021 contract work plan and, as applicable, a detailed report of ALL other maternal and child health initiatives/activities supported with the use of contract funding.

6.3.7 Compliance with the contract funding and general contract provisions.

6.3.8 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.3.9 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.4 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the third contract period. The Contract Outcomes Report shall include the following:

6.4.1 System outcomes set forth in the approved work plan have been met or not met.

6.4.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

6.4.3 Summary of activities demonstrating progress toward system outcomes.

6.4.4 Describe challenges and/or barriers for each activity not completed.

6.4.5 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

6.4.6 Completed evaluation plan, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.

6.4.7 Annual financial report on use of contract funding to address the selected priority health issue and, as applicable, the use of contract funding to address other maternal and child health issues.

6.4.8 Compliance with the contract funding and general contract provisions.

6.4.9 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.4.10 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

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

6.6 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

6.7 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel Services, Fringe Benefits, Travel, Supplies, Equipment, Rental and Leases, Other, and Indirect Costs.

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

7.3 Indirect costs

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

7.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

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

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

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

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

7.6 The Contractor shall follow competitive procurement practices.

7.7 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

7.8 Funding Provisions

7.8.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).

7.8.2 Funding for this contract is awarded annually for a one-year funding period only.

7.8.3 Funding for this contract shall be expended during the applicable contract period.

7.8.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.

7.8.5 Funding for this contract shall be expended as follows:

a. **A** minimum of **75%** of contract funding MUST be spent on implementing the approved FFY2019-2021 contract work plan to address the selected priority health issue(s); and

b. A maximum of **25%** of contract funding may be spent to expand or enhance other specific MCH initiatives/activities that improve the health of the maternal and child health population and address local maternal and child health issues.

7.8.6 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

7.8.7 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

7.8.8 Funding for this contract shall not be expended for the purpose of providing comprehensive family planning services.

7.8.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

7.8.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid.

8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

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

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

8.2 The Contractor shall invoice the Department on the Vendor Request for Payment form and the Invoicing Tool form, found at http://clphs.health.mo.gov/lphs/lphainfo.php.

The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2018 should have the following invoice number: MCH1018.

8.3 The Contractor shall submit a Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect monthly. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.3.1 The Contractor shall submit the Vendor Request for Payment Form as follows:

Via email to:

mchservicesProgram@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

8.3.2 The Contractor shall submit the Invoicing Tool for Calculating Indirect as follows:

Via email to:

mchservicesProgram@health.mo.gov

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

8.5 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures submitted for reimbursement via contract invoices.

The supporting documentation MUST clearly distinguish between expenditures for implementation of the work plan and expenditures for expanding and enhancing other specific MCH initiatives/activities, and the supporting documentation for expenditures for expanding and enhancing other specific MCH initiatives/activities must describe the specific purpose of the expenditure as it relates to the specific MCH initiative and/or activity.

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

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

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

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

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

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

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

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

9. AMENDMENTS

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

9.2 The Contractor's selected priority health issue(s) shall remain unchanged during the duration of the work plan.

9.3 The Contractor may request to amend the current contract period's annual contract budget and/or FFY2019-2021 contract work plan activities and/or system outcome(s).

9.4 If the Contractor desires to amend the annual contract budget, the proposed annual contract budget amendment request is to be submitted via an e-mail to the MCH Services Program Manager and shall include the following:

9.4.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

9.4.2 An attached revised annual contract budget using the Maternal Child Health Services Contract Budget Worksheet.

9.5 If the Contractor desires to amend the current contract period FFY2019-2021 contract work plan, the proposed amendment request is to be submitted via an e-mail to the MCH Services Program DNC and shall include the following:

9.5.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

9.5.2 An attached revised work plan using the template for the Maternal Child Health Services Contract Work Plan. The template is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.

9.6 The Contractor shall submit proposed work plan amendment requests prior to March 31st of each contract period.

9.7 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.

9.8 The Contractor's proposed amendment request may be approved, modified, or rejected by the Department.

9.9 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

10. RENEWALS

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

11. MONITORING

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

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

11.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once per year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to meet the contract deliverables and outcomes and implement the FFY 2019-2021 MCH Services contract work plan.

11.3.1 The on-site visit will include:

a. Monitoring the Contractor's compliance with the terms of the contract;

b. Verifying the Contractor's progress toward meeting the contract deliverables and outcomes and accomplishing the work plan activities and system outcomes;

c. Monitoring the Contractor's Evaluation Plan, including the ongoing identification, tracking and monitoring of targeted national, state, and local outcome measure(s) and other performance indicator data/measures and analysis of FFY2019-2021 contract work plan performance trends; and

d. Assessing local capacity to provide maternal, child and family foundational public health services.

11.4 The Department reserves the right to conduct desk monitoring of the contract through reviews on required deliverables submitted during the contract period to ensure contractual compliance.

11.5 The Contractor will be evaluated on history of compliance issues, years of experience with the contract, programmatic knowledge of key staff, reliability of submitted documents, contract deliverables and outcomes performance measures/goals, and rate of subrecipient spending on contract award.

11.6 The Department reserves the right to request corrective action if measurable progress is not being made toward meeting the contract deliverables and outcomes. The Contractor will receive written notification of such corrective action plan requests.

11.7 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

12. DOCUMENT RETENTION

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

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

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

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

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

13. CONFIDENTIALITY

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

13.2 The Contractor shall use information from MOPHIMS for programmatic purposes and ensure that information is appropriately protected to ensure confidentiality.

13.3 The Contractor shall comply with provisions of Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

14. LIABILITY

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

14.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

15.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

15.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

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

16. AUTHORIZED PERSONNEL

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

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section

274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

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

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

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

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

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

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

17. TERMINATION

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

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

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

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

17.1.4 By request of the Contractor.

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

1.12 Equipment

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

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

Maternal Child Health Services Contract Work Plan FFY 2019-2021

Contract Period October 1, 2018 - September 30, 2021

LPHA Contractor: Joplin City Health Department

Selected Priority Health Issue(s):

We will prevent and reduce obesity among women of childbearing age in order to reduce severe maternal morbidity (SMM) and adverse birth outcomes.

Statement of the Problem:

In a journal published by the CDC in 2018, it stated "complications from chronic conditions are a key driver of rising obstetric morbidity and mortality in the United States. The prevalence of chronic conditions, including multiple chronic conditions (MCCs), continues to rise among childbearing women. MCCs, defined as 2 or more chronic conditions. Data from 2013–2014 showed women with MCCs had worse health outcomes, higher levels of health care utilization, and greater hospital costs associated with obstetric delivery compared with women with no chronic conditions or 1 chronic condition. In particular, the rate of severe maternal morbidity and mortality was 276% higher among women with MCCs than among women with no chronic conditions. Women with MCCs had higher rates of preterm delivery, and considerable neonatal costs are associated with preterm birth."

According to the CDC, "Maternal morbidity includes physical and psychologic conditions that result from or are aggravated by pregnancy and have an adverse effect on a woman's health. The most severe complications of pregnancy, generally referred to as severe maternal morbidity (SMM), affect more than 50,000 women in the United States every year. Based on recent trends, this burden has been steadily increasing."

Rises in SMM are likely driven by a combination of factors, including increases in maternal age, pre-pregnancy obesity, pre-existing chronic medical conditions, and cesarean delivery. The consequences of the increasing SMM prevalence are wide-ranging and include higher health service use, higher direct medical costs, extended hospitalization stays, and long-term rehabilitation. The review of SMM cases provides an opportunity to identify points of intervention for quality improvements in maternal care. Tracking SMM will help monitor the effectiveness of such interventions.

Recent studies suggest that the heavier a woman is before she becomes pregnant, the greater her risk of pregnancy complications, including preeclampsia, GDM, stillbirth and cesarean delivery. Also, CDC research has shown that obesity

during pregnancy is associated with increased use of health care and physician services, and longer hospital stays for delivery. Overweight and obese women who lose weight before pregnancy are likely to have healthier pregnancies."

Jasper County is an area in Southwest Missouri which encompasses Joplin City. Joplin straddles both Newton and Jasper County, with the majority in Jasper County, and is considered a portion of the tri-state area as we border Oklahoma and Kansas. Within our region we have a diverse race of persons including 90.91% White, 2.23% Black, 1.32% Native American/Alaska Native, 1.1% Asian, .25% Native Hawaiian/Pacific Islander, 1.24% some other race, and 2.96% multiple races. The percentage of Hispanic or Latino in Jasper County is 7.56%. With this unique cultural diversity, we have a variety of disparities in health. Many health indicators could be improved by addressing the unhealthy lifestyles that lead to obesity.

In Jasper County/Joplin City the prevalence of obesity in women of childbearing age is 1.51% (Joplin 2.14%) higher than the state rate. Risk factors for women in our area can be attributed to: poverty, socioeconomic status, diverse population challenges (cultural remedies for care, acceptance of teen pregnancy, lack of trust/misunderstanding of traditional healthcare), health of the population and continued acceptance of unhealthy lifestyles, transportation, lack of education for resources, lack of social support, and uncertainty of future health insurance coverage.

The rate of prenatal medicaid in Jasper County is 52.55 (Joplin City is 55.54) versus state rate which is 43.04. Prenatal WIC for the county is 51.5 (Joplin 50.73) and the state is 45.15. Prenatal food stamps for the county is 36.5 (Joplin 38.58) and the state is 33.13. Infants participating in WIC for the county is 72.15 (Joplin 91.32) and the state is 57.99. Poverty in children living in Jasper County is 22.93% versus Missouri which is 21.66%. Children receiving free/reduced price lunch is 56.02% compared to 51.30% in Missouri. In Jasper County the percent of Hispanic/Latino children in poverty is 50.61% while the state is 33.75%; Black/African Americans 60.92% for the county and 42.71% for the state. Lack of prenatal care for the county is 1.98 (Joplin 2.47) and the state rate is 1.14. Late entry into prenatal care for the county is 32.27 (Joplin 33.92) and the state is 24.34. Inadequate Prenatal Care-Missouri Index for the county is 21.63 (Joplin 23.47) and the state rate is 18.56. Mothers education less than 12 years for the county is 23.72 (Joplin 20.08) and the state is 15.95. Jasper County also has a high teen birth rate with 26.66 (Joplin 28.92) and the state is 19.23. Out-of-wedlock births for the county is 42.91 (Joplin 45.83) and the state is 40.34. The Hispanic/Latino teen birth rates for the county is 89.1 and Missouri is 64.5. Data was obtained from the State Health Department website and Community Commons.

The needs of the MCH population include: access to transportation, affordable healthcare, health promotion policy (such as safe walking opportunities) and education (for example, in cultural sensitivity).

Maternal Child Health Services Contract Work Plan FFY 2019-2021

Strengths are the community resources and a willingness to collaborate. There are many community resources working to address community health issues, including the Community Health Collaborative, Joplin Area Food Access Network, One Joplin, faith based organizations, WIC, Headstart, workplace wellness initiatives, Choices, MoCan, The Alliance of SWMO, The Homeless Coalition, and many others.

Goal(s):

Decrease adverse birth outcomes due to maternal morbidity related to maternal obesity.

Evidence-Based Strategies:

Interventions and activities offered through this contract will be available to all women of childbearing age regardless of income or demographics. Health events will be in conjunction with existing events such as county fairs, sporting events etc. when possible to take advantage of instances when families are already out in the community eliminating some barriers such as in areas where public transportation is lacking.

Per Intervention MICA, "physical activity intervention strategies are most effective when they are combined with other strategies. For example, changing knowledge, attitudes, and beliefs will do little to increase physical activity if there are no places to go to be physically active. Similarly, changing knowledge, attitudes, and beliefs will not be as effective if there is not social support for engaging in physical activity.

As described in Readiness and Preparation, it is important to make sure that the intervention strategies are created to represent and address the needs of the Population. This may include paying attention to how different groups think about physical activity (e.g., preferences for different types of physical activity may exist for men and women or children and adults). Furthermore, an intervention works best when there is an attempt to address language, reading level, and cultural barriers (see Cultural Competence for more information)."

Based on this strategy we have determined that an evidence-based walking initiative would be most beneficial for our MCH population.

Maternal Child Health Services Contract Work Plan FFY 2019-2021

LPHA Contractor: Joplin City Health Department

Spectrum of Prevention	System Outcomes by Sept. 30, 2021	Activities
Influence Policy and Legislation *Develop strategies to change laws and policies to influence outcomes in health, education, and justice*	By FFY 2021, we will increase the number of local organizations that receive information regarding best practices for creating new policies surrounding healthy lifestyles.	**FFY 2019:** Assist with the completion of the Community Health Needs Assessment which helps identify community health issues and guide future efforts to improve the health of the community, including women of childbearing age.
		FFY 2020: We will research current best practices on advocacy and policy change in order to increase our awareness on how to influence outcomes.
		FFY 2021: We will disseminate best practices regarding priority health areas in our community to policy makers and governing bodies in order to influence policy surrounding healthy lifestyles, which will impact women of childbearing age.
Change Organizational Practices *Adopt regulations and change norms to improve health and safety and create new models*	By FFY 2021 a multimodal community will be more evident due to the improvements of sidewalks, bike paths, and additional community places for physical activity based on the number of local legal authorities (city councils, county commissions, JATSO, TAC) that through policy and legislation, approve new walkable and bikeable projects.	**FFY 2019:** We will attend public hearings, city council meetings, county commission meetings to advocate for a more walkable and bikeable community.
		FFY 2020: We will attend public hearings, city council meetings, commission meetings to advocate for more continuous, connected sidewalks and streets.
		FFY 2021: We will attend public hearings, city council meetings, county commission meetings to advocate for safer physical environments to support physical activity.
Foster Coalitions and Networks *Convening groups and*	By FFY 2021 Joplin and Jasper County will create a network of	**FFY 2019:** Through the Community Health Collaborative (CHC) we will convene a work group to assist in the development of the Community Health Improvement Plan, which will guide strategies to address healthy

Maternal Child Health Services Contract Work Plan FFY 2019-2021

individuals for broader goals and greater impact	organizations and community partners who are actively working on promoting physical activity initiatives.	lifestyles identified in the Community Health Needs Assessment.
		FFY 2020: We will convene and engage community partners within faith-based organizations to educate and promote best practice walking initiatives for women of childbearing age within their congregations.
		FFY 2021: We will, under the Community Health Collaborative, convene a work group to develop a community walking initiative.
Educate Providers *Inform providers and influential organizations and leaders who will transmit skills and knowledge to others*	By FFY 2021 there will be an increase in the number of local providers who have received resources on best practices to promote physical activity and nutrition to decrease obesity in women of childbearing age.	**FFY 2019:** We will research current best practices on physical activity and nutrition to decrease obesity in the local community, that also includes women of childbearing age.
		FFY 2020: We will disseminate best practices to providers including: local medical providers, WIC, Parents as Teachers, members of the CHC, and other key members of the community that offer services to women of childbearing age in order to promote the community walking group initiatives.
		FFY 2021: We will disseminate best practices to providers including: local medical providers, WIC, Parents as Teachers, members of the CHC, and other key members of the community in order to promote better nutrition for women of childbearing age.
Promote Community Education *Reach groups of people with information and resources to promote health and safety*	By FFY 2021 we will increase the number of community-wide campaigns that provide resources on safe walking opportunities.	**FFY 2019:** We will promote healthy lifestyles and activities through LiveSmart of Southwest Missouri (livesmartswmo.org and Facebook).
		FFY 2020: We will promote health education activities at locations and events across the community such as health fairs and other healthy living venues.
		FFY 2021: We will promote safe walking groups for women of childbearing age by visiting local faith-based organizations, WIC, YMCAs, and through the City Newsletter.
Strengthen Individual	By FFY 2021 we will have a community-wide campaign that provides	**FFY 2019:** We will create a brochure that promotes healthy living that will be distributed to WIC clients in order to educate them on the benefits of healthy eating and exercise.

Maternal Child Health Services Contract Work Plan FFY 2019-2021

Knowledge and Skills *Enhance an individual's capability of preventing injury or illness and promoting health and safety*	individuals with resources on the importance of physical activity and nutrition to prevent obesity.	**FFY 2020:** We will promote health education activities at locations and events across the community such as health fairs and other healthy living venues. **FFY 2021:** We will promote healthy lifestyles and activities through LiveSmart of Southwest Missouri (livesmartswmo.org and Facebook).

Revision Date:

(to be completed only for an amendment)

Approved & Accepted: 6/11/2018

Sandy Hons

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐ Annual ☐ Final

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

9. Remarks: Attach any explanations deemed necessary.

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

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address

11d. Signature of Authorized Certifying Official of the Contractor	11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

1. BUSINESS ASSOCIATE PROVISIONS:

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	46439	**State:** 0%	$0.00	**Federal:** 100%	$32,463.32

Contract Title: MATERNAL CHILD HEALTH SERVICES

Contract Start: 10/1/2018 **Contract End:** 9/30/2019 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 93.994 **Research and Development:** N

CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION

Federal Award: *

Federal Award Name: *

Federal Award Year: 2019 **DHSS #:** 19MCH-FOA **Federal Obligation:** $32,463.32

*** The Department will provide this information when it becomes available.**

Project Description:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build MCH systems and expand the resources those systems can use to respond to priority health issues.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-523 – Approving an Agreement for Insurance Consulting Services with Segal Consulting.

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2018-523 Ordinance; Insurance Consulting Services RFP; Bid Scoring Sheets, Bid Tabulation Summaries, Exhibit "A" Insurance Consulting Services Agreement

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves an Insurance Consulting Services Agreement between the City and Segal Consulting for insurance consulting services for one year, with an option to renew for the following four years.

BACKGROUND
The City let a bid for benefit insurance consulting services with a due date of September 24, 2018. The current contract is set to expire on December 31st. The City received five bid responses.

The benefit consultant will provide annual insurance consulting services, issue an RFP for insurance services in 2020 for 2021 coverage and assess the ongoing feasibility of self-funding or partial self-funding versus other funding mechanisms for the City's insurance benefits. Additionally, the consultant will monitor the City's compliance with all federal regulations related to insurance benefits.

The companies were rated by three city staff based on consulting methods, experience, references, cost and staff. The average top rating was 96 points for Segal Consulting. Segal increased their annual basic service fee from $34,000 to $35,000. The bid fee and funding assessment fee are one-time fees in 2020. The Agreement is renewable, at the City's option, for four (4) subsequent calendar years.

FUNDING SOURCE
This fee is included in the adopted budget in the health self-insurance fund.

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

COUNCIL BILL NO. 2018-523 ORDINANCE NO.

AN ORDINANCE approving an agreement for insurance consulting 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 insurance consulting 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 Segal Consulting to provide insurance consulting services in accordance with the proposal received September 24, 2018 for the 2019 calendar year, with an option to renew for a period of four (4) years at the City's option in the amount of $35,000.00 annually for basic services and the one-time fees of $82,000.00 for the RFP services and $10,000.00 for the funding mechanism assessment, 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

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main
Joplin, MO
417-624-0820

NAME, ADDRESS & PHONE OF CONTRACTOR
Segal Consulting
3001 West Big Beaver Road, Suite 320
Troy, MI 48084

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, Joplin, Missouri and Segal Consulting hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2018-RFP-08 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

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

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

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

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

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

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. The City agrees to pay the Consultant an annual amount not to exceed $35,000.00 annually for basic services. The City further agrees to pay the Consultant the one-time fee of an amount not to exceed $82,000.00 for the RFP services and $10,000.00 for the funding mechanism assessment.

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

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

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under

Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

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

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

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

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

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

12. **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 Consultant 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 Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant 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 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 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 Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

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

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

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

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

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

19. **Consultant's Responsibility for Subcontractors**: It is further agreed that Consultant 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. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar

as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. Contractor shall provide thirty (30) days written notice, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

21. **Liability and Indemnity:**

    A. In no event shall one party be liable to the other party for special, indirect, or consequential damages, except those caused by such party's gross negligence or willful or wanton misconduct.

    B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against that portion of any liability, suits, damages, costs (including reasonable attorney fees), losses, outlays and expenses from claims that result from the negligence of the Contractor, its employees or subcontractor.

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

    D. The indemnification obligations 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.

    E. 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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

CONSULTANT

_____
Segal Consulting

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
INSURANCE CONSULTANT SERVICE RFP
SUMMARY AVERAGE RATING
2018-RFP-08

Company Name	Leslie Haase	Dan Pekarek	AJ Whistler	Total Summary Avg Rating
Segal	96	95	96	96
HM	90	89	85	88
Gallagher	78	81	67	75
Lockton	76	68	65	70
Insurancenter	47	57	66	57

CITY OF JOPLIN
HEALTH INSURANCE CONSULTANT RFP
INDIVIDUAL RATINGS
2018-RFP-08

Leslie's Ratings:

	Maximum Points	Gallagher Springfield	HM Springfield	Insurancenter Joplin	Lockton Kansas City	Segal Consulting Chicago
Methodology	**25**	15	18	5	18	25
Experience	**25**	20	23	10	25	25
References	**15**	15	15	10	13	15
Staff	**10**	5	9	4	10	10
Price	**25**	23	25	18	10	21
Rating	**100**	**78**	**90**	**47**	**76**	**96**

Dan's Ratings:

	Maximum Points	Gallagher Springfield	HM Springfield	Insurancenter Joplin	Lockton Kansas City	Segal Consulting Chicago
Methodology	**25**	14.98	23.16	5	16.72	25
Experience	**25**	22	18	15	20	25
References	**15**	15	13.5	14	11.5	14
Staff	**10**	6	9	5	10	10
Price	**25**	23	25	18	10	21
Rating	**100**	**80.98**	**88.66**	**57**	**68.22**	**95**

AJ's Ratings:

		Maximum Points	Gallagher Springfield	HM Springfield	Insurancenter Joplin	Lockton Kansas City	Segal Consulting Chicago
Methodology		**25**	7	21	10	13	25
Experience		**25**	17	17	17	21	25
References		**15**	11	13	12	12	15
Staff		**10**	9	9	9	9	10
Price		**25**	23	25	18	10	21
	Rating	**100**	**67**	**85**	**66**	**65**	**96**

CITY OF JOPLIN
HEALTH INSURANCE CONSULTANT RFP
BID #2018-RFP-08 TAB ANALYSIS
26-Oct-18

NAME OF BIDDER	5 YEARS BASIC SERVICES BID AMOUNT	RFP DEVELOPMENT BID AMOUNT	ASSESSMENT BID AMOUNT	TOTAL BID AMOUNT	BID RANKING
HM Benefits	185,000.00	9,000.00	5,000.00	199,000.00	25
Gallagher	200,000.00	5,000.00	5,000.00	210,000.00	23
Segal Consulting	175,000.00	82,000.00	10,000.00	267,000.00	21
Insurance Center	300,000.00	10,000.00	Incl.	310,000.00	18
Lockton	625,000.00	Incl.	Incl.	625,000.00	10

By: Leslie Haase
Date: 12/6/13

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: INSURANCE CENTER

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/26/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: No Description of Methodology Accepts Commissions	5 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Minimum similar experience	10/25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: Good References, but not similar to size of Joplin	10 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Staffing less, no actuaries	4 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	18 /25
GRAND TOTAL:	47 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: HM

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/26/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Work outline not as detailed RFP process not as detailed No advising No vendor management No Vendor Negotiation	18 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Not quite as much local government experience	23 /25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: Good References	15 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Good Staff	9 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	25 /25
GRAND TOTAL:	90 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Gallagher

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/26/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Not detailed on methodology No description of process accepts Commissions	15 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Less city government experience	20 /25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: References good	15 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Staffing good, but not as deep as others No notification for replacements	5 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	23 /25
GRAND TOTAL:	78 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: SEGAL

Reviewer's Name: LESLIE HAASE

Reviewer's Signature: Leslie Haase

Date of Review: 10/26/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Proprietary Bid Process proven success in saving real dollars Approach to Wellness, Benefit Plan Monthly Calls	25 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Outstanding experience with government clients	25 /25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: Excellent References	15 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Outstanding Staff. Staffing has been consistent except for one retirement.	10 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	21 /25
GRAND TOTAL:	96 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: LOCKTON

Reviewer's Name: Leslie Haase

Reviewer's Signature: LESLIE HAASE

Date of Review: 10/26/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Good Wall Outline RFP Process not as detailed accepts commissions	18 /25

Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Good Experience	25 /25

References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: Good References, but only 4	13 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Good Staff	10 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	10 /25
GRAND TOTAL:	76 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: HM

Reviewer's Name: DAN PEKAREK

Reviewer's Signature: Daniel Pekarek

Date of Review: 10/19/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	**SCORE**
NOTES: - Strategic Plan w/ goals - City would 20% of annual fee? - Don't mention advise in provider negotiations - Don't discuss discussion w/ insurance carriers - - - Good wellness metrics - - Good gym enrollment -	23.16 /25
Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	**SCORE**
NOTES: Local/Regional knowledge w/ Springfield area. HR Specialist available - 25 years experience. Aubrey Geary - Team lead Joplin - located Springfield - 12 years local insurance carrier - 7 years - broker team. Involved w/ Public & Private orgs. ★ Don't mention A lot of experience w/ local govt.	18 /25
References (15 Pts): List references, in particular of similar size and type of organization.	**SCORE**
NOTES: - List - 4 smaller cities - 2.75 x 4 = 11.00 - 2 companies - 3.00 14.00 - don't indicate self funded. ↓.50 .50 13.50	13.50 /15

St. Louis headquarters

✓ 1.3.1 - Basic Services
1.3.2 -
1.4 -
✓ 1.4.1 - Company Profile
✓ 1.4.2 - Org Structure
✓ 1.4.3 - Staff
✓ 1.4.4 - Experience/Qual.
✓ 1.4.5 - References
✓ 1.4.6 - Disclosures
✓ 1.4.7 - Claims

★ - OK on Affidavit
★ - OK on section D commissions

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: List 10 staff to work on Joplin. - Aubrey Gray - Joplin Team Lead - Springfield Office. - Good Experience - Local	9 /10

Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	25 /25

GRAND TOTAL:	88.66 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: INSURANCEWITER

Reviewer's Name: DAN PEKAREK

Reviewer's Signature: Daniel Pekarek

Date of Review: 10/19/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	**SCORE**
NOTES: - Don't really discuss data - providing regular reports - usage, etc. - Don't discuss materials to be used for education - do say there may be additional costs to assist in enrollment.	~~15~~ 10 /25

Deduct for section O

Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	**SCORE**
NOTES: - 160 employer groups of all sizes, 8,000 insured lives - self-funded or partially self funded 10% of business. Discuss quite a bit. - experience w/ local companies.	15 /25

References (15 Pts): List references, in particular of similar size and type of organization.	**SCORE**
NOTES: -5 References - 2 public - 3 private All local - maybe a bit smaller than Joplin. 7 5 -1 14	14 /15

Section O - no commissions? standard commission schedules are in place?

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: - 3 STAFF - ALL LOCAL -	5 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	18 /25
GRAND TOTAL:	57 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Gallagher

Reviewer's Name: Dan Pekarek

Reviewer's Signature: Daniel Pekarek

Date of Review: 10/19/18

Is the Proposal considered substantially complete? Yes No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	**SCORE**
NOTES: - Healthcare Analytics - Actuarial Division & HR Benefits Tech. - Stop-loss experience - claims benchmarking - employee survey assistance - good support open enrollment	19.98 /25

Rounds to 5 = 14.98

Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	**SCORE**
NOTES: * - 2,000 public sector clients - Public Sector Practice - large company, small company - Legal, HR - * - tank mon of public sector experience.	22 /25

References (15 Pts): List references, in particular of similar size and type of organization.	**SCORE**
NOTES: 4 local school districts & 1 local city of similar size self funded & fully funded & blends of both.	15 /15

0 - 1.3.1 - commissions?
1.46 - commissions?

Aff. Lawit of Compliance
① 1.4.3 - don't agree
② Indemnification clause in contract.

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: 6 staff listed - Appears 2 are local, - Springfield office. - Springfield office - Legal counsel. - very large company ★ - Wellbeing Consultant - Actuary	/10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	23 /25
GRAND TOTAL:	80.98 /100

Default 1.4.3
9 - 3 = 6

1.4.3 - Staff exception to RFP - & indemnification language in contract.

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Segal Consulting

Reviewer's Name: DAN. PETERSEN

Reviewer's Signature: Daniel Petersen

Date of Review: 10/19/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	**SCORE**
NOTES: - See page 8 - our approach - 5 phase approach - Experience with city - very defined process for determining city goals & tracking them & meeting them. - benchmarks DATA warehouse ★ - Good wellness process - vendor management - ★ negotiate vendor discounts.	25 /25
Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	**SCORE**
NOTES: - 010 company 1939, Detroit Office, can call upon other staff in other offices, expertise areas. - 400 clients, 37 states. - Local knowledge - Joplin, Springfield - Kim Wixson - - ~~Already know Bolin~~ - (3 pts.)	25 /25
References (15 Pts): List references, in particular of similar size and type of organization.	**SCORE**
NOTES: 5 - 1 local - Springfield 2 county, 1 large city - Detroit, 1 public school - not a lot of discussion of self-funded.	14 /15

- 1.4.6 - Disclosures - commissions? but section O is OK?

✓ - OK on Affidavit

OK

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: 11 Staff - good experience - Attorney - legal - MD - (wellness) - pharmacy	10 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	21 /25
GRAND TOTAL:	95 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Lockton

Reviewer's Name: DAN. PELLEGRINI

Reviewer's Signature: Daniel P. Pellegrini

Date of Review: 10/9/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	**SCORE**
NOTES: - 57 municipal clients - define clear strategy - set city goals - Info-Lock Tool for self-funded clients. - meet as needed - Lots of data analysis tools ☆ - City pays extra for annual renewal communication tools.	21.72 - 5 = 16.72 /25
Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	**SCORE**
NOTES: - Large company, 24 countries privately held. - 57 municipal clients - stop loss experience - Lockton Stop-Loss - Lockship self-funded health insur. program - ? - Pharmacy analytics - HR analytics	20 /25
References (15 Pts): List references, in particular of similar size and type of organization.	**SCORE**
NOTES: - 4 References provided vs. 5 ↳ 4 were of similar communities - doesn't elaborate if self funded ↓.50	11.50 /15

☆ - Section O - OK, but pg. 69 discuss Commissions

3 x 4 = 12.00
- .50
11.50

- Affidavit - take exception material misrepresentation.

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: - 9 staff - good experience, - based in K.C., - very large company -? - physician, wellness staff - Add 80-100 new customers / year in KC, alone - ?	10 /10

Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES:	10 /25

GRAND TOTAL:	98.22 /100

Specifications for Services Requested

1. Describe the required basic services.

2. Describe the specific project services.
3. Describe the company profile.
4. Describe the organizational structure.
5. Provide a listing of key project team members.
6. Set forth your related experience and qualifications.
7. Provide 5 references, with 3 being from similar size and complexity as the City.

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Segal Consulting

Reviewer's Name: AJ Whisler

Reviewer's Signature: AJWhisler

Date of Review: 10/24/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: ① Gathering : strategy session ② Benefits plan : strategy ③ Finalization of plan ④ Implementation ⑤ ongoing review (No commissions) Vendor Management Budget/cost tracking wellness ideas open Enrollment RFP's	25 /25

Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Kimberly Wixson Dorothy Stawiarski Mitch Bramstaedt 400+ Clients in over 37 states Local Government Expertise	25 /25

References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: ⑤ References; four listed references = Municipalities. City of Springfield, MO City of Detroit, MI Oakland County, MI Pueblo County, CO	15 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Located in Chicago, IL & Michigan. Will attend meetings, as needed/required.	10 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES: Score based on cost bid for all Insurance Consultant services	21 /25
GRAND TOTAL:	96 /100

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Huntleigh McVehee (HM Benefits)

Reviewer's Name: AJ Whisler

Reviewer's Signature: AJ Whisler

Date of Review: 10/24/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Advise, assist, and evaluate Joplin Health Plan are design. Data Summaries Annual budget prep Negotiate future Health Contracts Open Enrollment Employee Communications	21 /25

Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Robbie Marks - 15 years Jeff Fernhoff - 44 years Bill Dohlman - 26 years Aubrey Gray - 17 years Not a lot of experience with local governments	17 /25

References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: (6) References, four listed references as municipalities. City of Frontenac, MO City of Nixa, MO City of Glendale, MO City of Mount Vernon, MO (small cities)	13 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Located in St. Louis & Springfield. Will attend meetings, as required.	9 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES: Score based on cost bid for all insurance consultant services	25 /25
GRAND TOTAL:	85 /100

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Lockton

Reviewer's Name: AJ Whisler

Reviewer's Signature: AJWhisler

Date of Review: 10/24/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts): Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	SCORE
NOTES: Five-Phase Plan: ① Current Analysis ② Planning ③ Action Plan ④ Implementation & Support ⑤ Ongoing service & support Receive other compensation? And receive commissions?	13 /25

Experience (25 Pts): Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	SCORE
NOTES: Matt Filing - 15 years Bob Noll - 15 years Erin Holland - 6 years only 8 with similar size as Joplin Group Total 57 Municipality Clients	21 /25

References (15 Pts): List references, in particular of similar size and type of organization.	SCORE
NOTES: ④ References; all municipalities City of Lenexa, KS City of North Kansas City, MO City of Mission, KS City of Independence, MO	12 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Located in Kansas City, MO. Willing to attend meetings, as needed.	9 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES: Score based on cost bid for all Insurance consultant services	10 /25
GRAND TOTAL:	65 /100

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: Gallagher

Reviewer's Name: AJ Whisler

Reviewer's Signature: AJ Whisler

Date of Review: 10/24/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Health Plan Monthly/Quarterly reporting Actuarial Services Health Plan Designs Open Enrollment Employee Education Third Party Fees?	7 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Jacob Salinas Slott Sherman Nikky Hill Miranda Ward Bill Ferguson Emily Brainerd 2,000 + public entity's school clients	17 /25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: (5) References; only one municipality listed (Fayetteville, AR). Wide range of clients including several school districts	11 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Located in Springfield, MO. Will attend meetings, as required. Gallagher current relationship for Liability Insurance coverage. (Indemnification for replacing a staff member)	9 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES: Score based on cost bid for all Insurance Consultant Services	23 /25
GRAND TOTAL:	67 /100

Joplin Insurance Consulting Services
RFP Scoresheet

Firm Name: The Insurancenter

Reviewer's Name: AJ Whitten

Reviewer's Signature: ajwhitten

Date of Review: 10/24/18

Is the Proposal considered substantially complete? (Yes) No

Methodology (25 Pts):	**SCORE**
Describe the methodology the vendor will use to conduct the work outlined in the RFP and evidence of ability to perform the work described.	
NOTES: Analysis for Joplin Health Plan Budget for Health Plan Negotiate contracts Reporting Open Enrollment Health Marketing/ communication RFP's (commissions)	10 /25
Experience (25 Pts):	**SCORE**
Describe the previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	
NOTES: Mark VonMoss – 38 years Cindy Ketchum – 34 years Sheila Bolte – 7 years Services 160+ employer groups. 10% are self-funded / partially self funded	17 /25
References (15 Pts):	**SCORE**
List references, in particular of similar size and type of organization.	
NOTES: (5) References; only one municipality listed (Carl Junction). Wide range of clients served.	12 /15

Staff (10 Pts):	**SCORE**
Describe the capability and availability of professional staff to serve the City in a competent and timely manner.	
NOTES: Located in Joplin. Stated would attend Meetings, as required/needed.	9 /10
Price (25 Pts):	**SCORE**
Competitive Costs	
NOTES: Score based on cost bid for all Insurance Consultant Services	18 /25
GRAND TOTAL:	56 /100

CITY OF JOPLIN MISSOURI

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2018-RFP-08

INSURANCE CONSULTING SERVICES (HEALTH, DENTAL, VISION & LIFE INSURANCE)

RFP Due Date: 10:00 A.M., September 24, 2018

Location: City of Joplin
Finance Department
602 South Main
Joplin, MO 64801

Staff: Leslie Haase, Finance Director
Email: lhaase@joplinmo.org

Phone: 417-624-0820 ext. 251 **Fax:** 417-624-4620

Proposals will be received by the Finance Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

August 23, 2018
Issue Date

CITY OF JOPLIN, MISSOURI
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

C. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

D. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty days from proposal opening and for the specified contract period.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the specified department and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. **AWARDS**

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. **OPEN COMPETITION**

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the specified department at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS OF PURCHASE

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **INVOICES:** An original of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

C. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

D. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

E. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without the City's written consent or any attempted assignment without such consent shall be void.

F. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

G. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

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

I. **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. 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.

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a benefits consulting firm on a retainer basis to perform analysis of the current plan designs, recommend changes if needed, ensure compliance with federal, state, and local regulations and negotiate with health care providers. In addition to the basic services requested on retainer basis, the City requires several projects be completed by the benefits consulting firm during the course of the contract. The City is interested in a qualified firm capable of taking a creative and innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility. The City is soliciting competitive proposals to perform the full range of ongoing consulting services related to the design, implementation, maintenance, communication and improvement of the City of Joplin's employee benefit programs identified. This is not an authorization to approach any insurance market or health benefits program at this time; no solicitation of insurance markets or benefits programs may be made on behalf of the City. Consultants must ***not*** be directly affiliated with any insurance company, third party administrative agency, or provider network.

It is the goal of the City to continue to offer benefit choices to fit employee needs or preferences, to work to provide the level of coverage currently offered at an affordable contribution rate, and to maintain employee satisfaction with these benefits.

1.2 Background

The City's fiscal year begins on November 1. The benefit plan year is on a calendar year basis. Budget preparation begins in April, with the proposed budget presented to Council in August and adopted in October. The total annual budget of the City is approximately $159 million. The City currently employees approximately 525 full-time employees representing a total payroll of about $34 million.

For health insurance coverage, the City of Joplin has been self-insured with a stop loss limit of $100,000 to $150,000 since January 1, 2011. Anthem BCBS is the ASO and Stop Loss provider. Additionally, the City utilizes CIGNA for dental coverage, Eye Med for voluntary vision coverage, and Hartford Life for life insurance. The health insurance plan is 80%/20% with a $25 co-pay for doctor and specialist visits.

The health insurance plan covers approximately 500 active employees and 10 retiree/cobra lives. Approximately 52% of the health insurance coverage is for family coverage, while the remaining 48% is for single coverage. The estimated total cost of the City of Joplin Employee Health Plan for the 2018 plan year is approximately $4.7 million.

The dental insurance plan covers approximately 465 active employees and 20 retiree lives. Approximately 60% of the dental insurance coverage is for family coverage, while the remaining 40% is for single coverage. The estimated total cost of the City of Joplin Dental Plan for the 2018 plan year is approximately $320,000. A copy of the City of Joplin Employee Health Plan Benefit Summary, Dental Plan Benefit Summary, and Vision Plan Benefit Summaries are attached as Exhibit C, D and E, respectively.

1.3 Requirements

1.3.1 Minimum Requirements (Basic Services)

The successful Contractor will be required to provide the following as part of the basic services:

A. Advise and assist in reviewing the City of Joplin Employee Health Plan, Vision Plan, Dental Plan, and Life Insurance Plan on a continuing basis, to ensure that the programs are in compliance with federal requirements and to assess the level of benefits with respect to other plans and employee benefit trends; recommend alternative benefit designs or delivery systems as indicated by emerging program costs or benefit practices. Prepare a current strategic benefits review and report with benchmarking to other comparable municipalities and large local labor market employers on an on-going basis.

B. Assist in evaluating the goals and objectives of the health plan design.

C. Advise and assist the City with writing plan modifications or plan design changes.

D. Advise and assist in reviewing contracts, plan documents, and other documents for applicability, accuracy, and consistency; prepare and deliver necessary reports to the City and advise the City in provider contract negotiations and renewals.

E. Develop an annual budget for both the City of Joplin Employee Health Plan and the Dental Plan, projecting medical inflation, utilization and claims experience and recommending the funding and premiums necessary to maintain the City's health plans in a fiscally responsible manner.

F. Gather, organize, and analyze health claim trend data and provide a summary to the City.

G. Participate with the City of Joplin, when requested, in communications and discussions with the insurance and health care reimbursement carriers, and other contracted vendors.

H. Be available for meetings as required.

I. Design reports to reflect the effectiveness of the City's wellness initiatives and make recommendations for proactive intervention to reduce health risks, resulting in long-term savings to the City.

J. Assist with open enrollment of any new group insurance.

K. Design and produce employee communication materials.

L. Help educate employees in the effective use of plans in containing costs.

M. Be responsible for maintaining the confidentiality of the City of Joplin's records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the City of Joplin.

N. Comply with all applicable HIPAA and COBRA laws and regulations.

O. Agree to receive all compensation in the form of fees negotiated as part of the contractual agreement between the City of Joplin and the successful consultant. This would preclude any other form of compensation such as commissions.

P. Attend Joplin Health Nuts committee meetings and Council meetings bi-annually.

The services noted above in Basic Services, must be included as part of the retainer fee that is quoted by all Contractors.

1.3.2 Minimum Requirements (Specific Projects)

A. The City of Joplin requires the development, execution and evaluation of a Request for Proposal for their Health, Dental, Vision and Life Insurance Provider(s) in 2020. The City requires the consultant to complete this project, with the Committee's involvement, in 2020 and participate in the finalization of contracts in time to execute, implement and communicate any changes prior to January 1, 2021.

B. Assess the ongoing feasibility of self-funding or partial self-funding versus any other funding mechanism.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Contractor will provide the Scope of Services required by this RFP and the cost of providing those services. Proposal costs submitted should reflect a one-year contract with up to four (4), one (1) year renewals. Price guarantees should be included if applicable. Contractors are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFP; including, but not limited to work detailed in 1.3.1 and 1.3.2.

1.4.5 References

Each Contractor must furnish a minimum of five (5) references. At least three (3) of the five (5) references should be from organizations of similar size and complexity as the City of Joplin. Each reference must identify and describe the project worked on, and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Disclosures

Disclose all past and present business relationships with any health insurance entity and/or brokerage relationships, including commission arrangements, overrides or any other compensation arrangements.

1.4.7 Pending Claims

Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFP. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the August 23, 2018 RFP issue date are subject to change:

Activity	Date
RFP issued	August 23, 2018
Final questions due from vendors	August 31, 2018
City responses to questions and/or addenda issuance	September 5, 2018
Proposal Submission Deadline	September 24, 2018
Proposed Selection Date	September 28, 2018
Contract Discussions Conclude	October 4, 2018
Contract Effective Date-Council Approval	January 1, 2019

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than August 31, 2018 via e-mail to lhaase@joplinmo.org, or in writing, to Leslie Haase (Attn: Insurance Consultant RFP), City of Joplin, 602 South Main, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFP, the Contractor is requested to contact the Finance Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Contractors to make one or more presentations to the City at the City's offices at the Contractor's sole cost and expense, addressing Contractors' ability to achieve the objectives of this RFP. Proposals will be evaluated, in part, according to whether the Contractor meets

the minimum qualification and submits a proposal complying with all of the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15% References – will be based on references submitted as part of RFP, but can include clients not submitted.
25% Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Contractor shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Contractor, the evaluation of Proposals, or the selection of any Contractor for further negotiations.

1.7 Confidentiality/Public Disclosure

The successful Contractor shall treat all information obtained from the City, which is not generally available to the public as confidential and proprietary to the City. Successful Contractor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Successful Contractor agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential information by successful Contractor or any person acquiring such information, directly or indirectly, from successful Contractor.

By submission of a proposal, Contractors acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required hereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Contractor's assertion of confidentiality or proprietary data.

1.8 Contract Terms and Conditions

The City may condition award of the Contract on the Contractor's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Contractors may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Contractor object to any of the terms and conditions established in

this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Contractor to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Contractor objects to terms and conditions and if Contractor does object, the number and type of objections. In no event shall the City's selection of a Contractor for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.9 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement
B. City of Joplin Current and Historical Summary of Premiums/Plans
C. City of Joplin Employee Health Plan Summary
D. City of Joplin Employee Dental Plan Summary
E. City of Joplin Employee Voluntary Vision Plan Summary

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proprietary Information

In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.7 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.8 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.9 Exceptions

If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

2.10 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.11 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information

presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.12 Execution of Agreement

It is anticipated the City will make their selection of a firm by September 28, 2018. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates by October 31, 2018. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Submission Format

1. Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. Table of Contents.
3. Letter of Transmittal - Limit to one (1) or two (2) printed pages.
4. Requirements – as listed in 1.3 thru 1.5 of the RFP.

3.2 Offer and Schedule of Professional Fees and Expenses

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

PROVIDE A COMPLETE BREAKDOWN OF COSTS TO SUPPORT EACH ITEM AND SUB-ITEM LISTED.

Basic Services: Complete the project set forth in the Scope of Work at the fees and as described in the Offeror in the form of a retainer, billed and paid monthly.

Not to exceed $ _____

Project Services: Complete the projects set forth in the Scope of Work at the fees and as described in the Offeror's response:

1.	Development, Execution, and Evaluation of a RFP for Health, Dental, Vision, and Life Insurance Services	Not to exceed $ _____
2.	Assess the ongoing feasibility of self-funding or partial self-funding versus any other funding mechanism	Not to exceed $ _____

Total Annual Cost (Basic Services and Project Services) Not to exceed $ _____

3.3 Forms and Attachments

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.4 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Finance Department no later than 10:00 a.m. September 24, 2018. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
LESLIE HAASE
DIRECTOR OF FINANCE
602 SOUTH MAIN
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2018-RFP-08: INSURANCE CONSULTANT SERVICES "

3.5 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.6 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.6.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.6.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.6.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.6.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

3.6.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.6.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.7 Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (B) below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

- Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Finance in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any

consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.

- It will be the responsibility of the proposer to contact the Finance Department prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

Direct inquires for technical questions to:

Leslie Haase
Director of Finance
City of Joplin
602 South Main
Joplin, Missouri 64801

Fax: (417) 624-4620
Email: lhaase@joplinmo.org

AFFIDAVIT OF COMPLIANCE
RFP# 2018-RFP-08

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
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_____
_____
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_____
_____
_____
_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

_____ Addendum No. _____ Date_____

_____ Addendum No. _____ Date_____

Email _____

FEID No._____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL # 2018-RFP-08

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF PROPOSALS TO: CITY OF JOPLIN, FINANCE DEPARTMENT, 602 SOUTH MAIN, JOPLIN, MO 64801 OR FAX 417 624-4620.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP NO. 2018-RFP-08** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE CITY OF JOPLIN FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

"NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main
Joplin, MO
417-624-0820

NAME, ADDRESS & PHONE OF CONTRACTOR

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, Joplin, Missouri and Segal Consulting hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2018-RFP-08 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

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

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

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

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

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

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

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

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

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants,

agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

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

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

12. **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 Consultant 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 Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant 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 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 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 Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

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

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

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

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

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

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

20. The certificates of insurance, including evidence of the required endorsements of the policies shall

be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801

21. **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 there under (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.

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

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

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

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

CITY OF JOPLIN, MISSOURI

By: _____
Sam Anselm, City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-615 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 5, 2018

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for both General Government (Financials/CLOUD) and Public Safety (OSSI) for Fiscal Year 2018-19.

BACKGROUND
Superion has been the City's primary software provider for over eighteen years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. The amounts of $225,383.32 and $158,043.50 were budgeted and approved for FY2019 by Council during the budget process.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2018-615 Ordinance; Superion Invoice (OSSI), Superion ASP Amendment (Financials)

COUNCIL BILL NO. 2018-615 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

WHEREAS, Superion, LLC (formerly SUNGARD) has been the City's primary software provider for more than 18 years; and,

WHEREAS, in the FY2019 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 and reflected an appropriation in the total amount of Three Hundred Eighty-Three Thousand, Four Hundred, Twenty-Six Dollars, Eighty-Two Cents ($383,426.82) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2018.

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

SUPERION

Invoice

Invoice No	Date	Page
216236-JM	9/27/2018	1 of 9

1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@Superion.com

Bill To
City of Joplin (OSSI)
Attn. Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Ship To
City of Joplin (OSSI)
Attn. Mark Morris
303 E. 3rd Street
JOPLIN MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
Contract No. 80886				
1	ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Internet Data Sharing Maintenance: Start:11/1/2018, End: 10/31/2019	1	$0.00	$0.00
2	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Tier-2 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$10,436.52	$10,436.52
3	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2018, End: 10/31/2019	5	$846.21	$4,231.03
4	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:11/1/2018, End: 10/31/2019	1	$976.40	$976.40
5	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2018, End: 10/31/2019	7	$325.47	$2,278.28
6	ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,193.36	$1,193.36
7	ONESolution Pagegate Interface - Annual Maintenance Fee OSSI Interface to Pagegate Maintenance: Start:11/1/2018, End: 10/31/2019	1	$216.97	$216.97
8	ONESolution Zetron 25 & 26 Station Toning Interface - Annual Maintenance Fee OSSI Station Toning Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,193.36	$1,193.36

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Bill To
City of Joplin (OSSI)
Attn. Mark Morris
602 S. Main Street
JOPLIN MO 64801
United States

Ship To
City of Joplin (OSSI)
Attn. Mark Morris
303 E. 3rd Street
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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
10	ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,193.36	$1,193.36
11	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,193.36	$1,193.36
12	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee OSSI Medical PROQA Interface Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,193.36	$1,193.36
13	ONESolution Map Converter Software - Annual Maintenance Fee OSSI Map Converter Software Maintenance: Start:11/1/2018, End: 10/31/2019	1	$759.42	$759.42
14	ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System -75 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$20,926.09	$20,926.09
15	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License -75 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$2,893.00	$2,893.00
16	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 75 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,253.63	$1,253.63
17	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 75 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,639.37	$1,639.37

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
18	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:11/1/2018, End: 10/31/2019	1	$307.39	$307.39
19	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:11/1/2018, End: 10/31/2019	1	$964.33	$964.33
20	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:11/1/2018, End: 10/31/2019	158	$28.93	$4,570.55
21	ONESolution Calls For Service - Annual Maintenance Fee OSSI Calls for Service Module - 10 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$385.74	$385.74
22	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 10 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,253.63	$1,253.63
23	ONESolution Racial Profiling - Annual Maintenance Fee OSSI Racial Profiling Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$964.33	$964.33
24	ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module - 10 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$867.89	$867.89
25	ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI - Interface to InCode Courts System Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,446.51	$1,446.51
26	ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI Interface from Incode Courts to Pistol Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,928.67	$1,928.67
27	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - up to 150 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$9,112.98	$9,112.98

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
28	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting - up to 100 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$5,303.84	$5,303.84
29	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:11/1/2018, End: 10/31/2019	113	$191.90	$21,684.47
30	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:11/1/2018, End: 10/31/2019	113	$38.58	$4,359.20
31	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:11/1/2018, End: 10/31/2019	113	$191.90	$21,684.47
32	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting - 113 & 35 moblan Maintenance: Start:11/1/2018, End: 10/31/2019	148	$96.44	$14,273.49
33	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:11/1/2018, End: 10/31/2019	50	$96.44	$4,822.13
34	ONESolution MFR Client-Racial Profiling - Annual Maintenance Fee OSSI - MFR Client - Racial Profiling Maintenance: Start:11/1/2018, End: 10/31/2019	50	$38.58	$1,928.85
35	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:11/1/2018, End: 10/31/2019	35	$96.44	$3,375.49
36	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2018, End: 10/31/2019	16	$65.09	$1,041.43

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
37	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI's Integrated Messaging Software Switch Maintenance: Start:11/1/2018, End: 10/31/2019	1	$4,339.50	$4,339.50
38	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,627.32	$1,627.32
39	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:11/1/2018, End: 10/31/2019	1	$7,594.15	$7,594.15
40	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:11/1/2018, End: 10/31/2019	113	$28.93	$3,268.81
41	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2018, End: 10/31/2019	8	$433.96	$3,471.72
42	ONESolution Jail Management System - Annual Maintenance Fee OSSI Client Jail Management System Module - 15 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$5,786.03	$5,786.03
43	ONESolution State Livescan Interface - Annual Maintenance Fee OSSI State Livescan Interface Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,639.37	$1,639.37
44	JMS-MS DISPLAY - Annual Maintenance Fee OSSI Client Mugshot Display Software License - 100 Maintenance: Start:11/1/2018, End: 10/31/2019	1	$5,786.03	$5,786.03

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
45	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,060.78	$1,060.78
46	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee OSSI Subsequent Mugshot Capture Station Software Only Maintenance: Start:11/1/2018, End: 10/31/2019	1	$675.05	$675.05
47	ONESolution JMS VINE Interface - Annual Maintenance Fee OSSI JMS Vine Interface Maintenance: Start:11/1/2018, End: 10/31/2019	1	$289.29	$289.29
48	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:11/1/2018, End: 10/31/2019	1	$3,375.17	$3,375.17
49	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:11/1/2018, End: 10/31/2019	1	$3,375.17	$3,375.17
Contract No. 90865				
50	ONESolution Intelligence - Annual Maintenance Fee OSSI - Intelligence Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,446.51	$1,446.51
51	ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$2,410.85	$2,410.85
52	ONESolution Animal Control - Annual Maintenance Fee OSSI Animal Control Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,446.51	$1,446.51
53	ONESolution Gang - Annual Maintenance Fee Gang Profile Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,446.51	$1,446.51
54	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$3,664.47	$3,664.47

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
Contract No. 91058				
55	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee OSSI Multi Jurisdictional Dispatch Option Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,301.85	$1,301.85
56	ONESolution Multi-Jurisdictional JMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional JMS Option Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,060.78	$1,060.78
Contract No. 91380				
57	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2018, End: 10/31/2019	6	$846.20	$5,077.23
58	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2018, End: 10/31/2019	6	$325.47	$1,952.81
59	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2018, End: 10/31/2019	6	$65.09	$390.54
60	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2018, End: 10/31/2019	6	$433.96	$2,603.79
Contract No. 130701				
61	ONESolution CAD to ONESolution CAD Base Interface - Annual Maintenance Fee OSSI CAD to CAD Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,285.06	$1,285.06

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	10/27/2018

	Description	Units	Rate	Extended
62	ONESolution Switch to Switch - Annual Maintenance Fee OSSI - MCT Switch to Switch Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,285.06	$1,285.06
Contract No. 140092				
63	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2018, End: 10/31/2019	2	$805.44	$1,610.89
64	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:11/1/2018, End: 10/31/2019	2	$413.05	$826.10
65	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:11/1/2018, End: 10/31/2019	2	$61.96	$123.92
66	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2018, End: 10/31/2019	2	$413.05	$826.10
Contract No. 150122				
67	ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module Maintenance: Start:11/1/2018, End: 10/31/2019	1	$499.05	$499.05
Contract No. 25892				
68	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:11/1/2018, End: 10/31/2019	5	$134.40	$672.00
Contract No. 29089				

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	Description	Units	Rate	Extended
69	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:11/1/2018, End: 10/31/2019	1	$240.00	$240.00
70	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:11/1/2018, End: 10/31/2019	1	$1,040.00	$1,040.00
71	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI Client License for Message Switch Maintenance: Start:11/1/2018, End: 10/31/2019	1	$32.00	$32.00

Please make remittance payable to Superion, LLC
ACH / EFT:
Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@superion.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$225,383.32
Tax	$0.00
Invoice Total	$225,383.32
Payments Applied	$0.00
Balance Due	**$225,383.32**

In reference to originally billed Invoice Document No 216236.

DocuSign Envelope ID: 04F0B1C7-BE7E-4310-B785-C705B7226178

AMENDMENT #1 TO THE ASP ORDER 180019-1

CITY OF JOPLIN, MO
("Customer")

and

SUPERION, LLC.
("Superion")

This Amendment (the "Amendment") amends the parties' ASP Order Agreement with an Execution Date of June 18, 2018 (collectively, the "Agreements") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and Superion, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) The following shall be deleted from the Agreement:

	Applications and/or Services
Terminating NaviLine Products	QRep Catalogs - GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ, CX, HR, KA, RecTrac Interface to GM, RecTrac Interface to CR
Terminating Third Party Products	QRep Admin - 2, QRep End User - 9

The parties hereby terminates the Applications listed above. Customer agrees to destroy or return the terminated Applications to Superion. As a result of the terminated products the Annual Access Fee shall be reduced by ten thousand eight hundred eighty four dollars ($10,884.00).

(b) As a result of the reduction in Annual Access Fees the following shall replace Section A of Exhibit 1 of the Agreement.

Term	**Annual Access Fees**
Nov. 1, 2018 - Oct. 31, 2019	$ 158,043.50
Nov. 1, 2019 - Oct. 31, 2020	$ 162,784.81
Nov. 1, 2020 - Oct. 31, 2021	$ 167,668.35
Nov. 1, 2021 - Oct. 31, 2022	$ 172,698.40
Nov. 1, 2022 - Oct. 31, 2023	$ 177,879.35

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3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

City of Joplin, MO.

BY: _____

PRINT NAME: Samuel L. Anselm

PRINT TITLE: City Manager

DATE SIGNED: 10/12/2018

Superion, LLC.

BY: DocuSigned by: brad surminsky 7BB951BAF6C6459...

PRINT NAME: Brad Surminsky

PRINT TITLE: CFO

DATE SIGNED: October 12, 2018

INTERSTATE LAW ENFORCEMENT
MUTUAL AID AGREEMENT

This AGREEMENT, made and entered into on this _____ day of _____, 2018, by and between the City of Joplin, Missouri, a municipal corporation, (hereinafter referred to as "City") and the Cherokee County Sheriff's Office (hereinafter referred to as "Sheriff's Office") provides as follows:

WHEREAS, § 44.098, RSMo. authorizes law enforcement officers in Jasper and Newton counties, including the Joplin metropolitan area, to respond to lawful requests for aid in Cherokee County, Kansas, during critical incidents; and

WHEREAS, § 48-3602, KSA authorizes the chief law enforcement executive for any law enforcement agency to request assistance from a law enforcement agency, including a jurisdiction located outside the State of Kansas, but within the United States; and

WHEREAS, the parties hereto desire to authorize their law enforcement officers to respond during critical incidents in the other party's jurisdiction when requested.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intended to be legally bound thereby, the parties hereby agree as follows:

Section 1
Purpose of Agreement

This Agreement is made in recognition of the fact that there may be critical incidents outside the jurisdiction of the parties hereto that require the response of the law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons, and property of citizens during a critical incident by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2
Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Agreement means this Interstate Law Enforcement Mutual Aid Agreement. Counties, municipalities, townships, political subdivisions, and inter-local public agencies of the State of Missouri may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s).

Assisting Party means the participating governmental entity furnishing equipment, resources, supplies, and/or personnel to the Requesting Party under this Agreement.

Critical incident means an incident that could result in serious physical injury or loss of life.

Response shall mean to take any and all action that the officer may lawfully take as if exercising his powers within his own jurisdiction.

Mutual Aid means a definite and prearranged written agreement and plan whereby response and assistance is provided by an assisting party in the event of a critical incident to a requesting party.

Requesting Party means the participating governmental entity requesting aid in the event of a critical incident who has primary jurisdiction over the site of the critical incident, but due to insufficient resources, supplies, equipment, and/or personnel is unable to provide an adequate response to a critical incident without the assistance of others.

Section 3
Scope

A. Any law enforcement officer as defined by section 556.061, RSMo, full-time peace officer as defined by section 590.100, RSMo, of a county or a full-time peace officer of any political subdivision who is certified pursuant to chapter 590, RSMo, or a chief executive officer as defined by section 590.100, RSMo, of a county or any political subdivision, certified pursuant to chapter 590, RSMo, or KSA 74-5602, shall have the authority to respond to a critical incident outside the boundaries of the political subdivision from which such peace officer's authority is derived. Each undersigned party agrees that in the event of a critical incident, they will respond to requests for assistance with such equipment, supplies, resources, and/or personnel as is, in the opinion of the assisting party, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel. The Sheriff, Chief of Police, or highest-ranking available officer shall have the authority to request or respond in the critical incident.

B. Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality that regularly employs such officers shall be under the direction and authority of one person designated by each chief law enforcement officer. Such personnel shall in turn be under the direction and authority of the local commanding police officer of the municipality or county to which they are called to perform police or peace duties and shall be peace officers thereof. They shall have all immunities, powers, and authority of police and peace officers as provided by law, including the power of arrest.

C. Mutual aid assistance shall be rendered without charge to any party during any critical incidents.

Section 4
Compensation & Benefits

Each party shall be responsible for all claims, damages, and losses sustained by its law enforcement agency and police personnel. This agreement shall not be construed as to create any relationship between the police personnel of one party and the other party. Each party agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated or shall be self-insured. A party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided under this agreement. This agreement shall not be construed as an agreement for the benefit of any third party. The parties agree that all individuals shall retain all pension and disability rights while performing duties in accordance with this agreement.

Section 5
Adoption

Before a peace officer shall have the authority to respond to a critical incident outside the boundaries of the political subdivision from which the officer's authority is derived pursuant to subsection 1 of this section, the authority shall be first authorized by ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives such officer's authority and by the governing body of the political subdivision in which the critical incident is alleged to be occurring.

Section 6
Liability

Each party to this agreement shall defend, indemnify, and hold harmless the other party to this Agreement from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

Section 7
Termination

Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin Missouri, a Missouri Municipal Corporation

CITY OF JOPLIN, MISSOURI

By: _____
Matthew Stewart, Chief of Police
Joplin Police Department

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

CHEROKEE COUNTY SHERIFF'S OFFICE

By: _____
David Groves, Sheriff
Cherokee County Sheriff's Office

ATTEST:

By: _____

COUNCIL BILL NO. 2018-616 ORDINANCE NO.

AN ORDINANCE approving an Interstate Mutual Aid Agreement Template for the specific counties and municipalities of Cherokee County Kansas, Delaware County Oklahoma, and Ottawa County Oklahoma allowing for the Joplin Police Department to enter into an interstate mutual aid agreement with specific law enforcement agencies within the counties mentioned above; authorizing the City Manager or the Police Chief to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, § 44.098, RSMo. authorizes law enforcement officers in Jasper and Newton counties, including the Joplin metropolitan area, to respond to lawful requests for aid in Cherokee County, Kansas, during critical incidents; and

WHEREAS, § 48-3602, KSA authorizes the chief law enforcement executive for any law enforcement agency to request assistance from a law enforcement agency, including a jurisdiction located outside the State of Kansas, but within the United States; and

WHEREAS, § 63 OK Stat § 63-695.2 (2014) authorizes the chief law enforcement executive for any law enforcement agency to request assistance from a law enforcement agency, including a jurisdiction located outside the State of Oklahoma, but within the United States; and

WHEREAS, the parties hereto desire to authorize their law enforcement officers to respond during critical incidents in the other party's jurisdiction when requested.

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

Section 1. That the Agreement for Interstate Mutual Aid, by and between the City of Joplin, Missouri, a Municipal corporation, and Cherokee County, Kansas, attached hereto and incorporated herein as Exhibit "A," be and the same is, hereby approved.

Section 2. That the City Manager or the Police Chief is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri, and is further authorized to enter into the same agreement with other participating agencies in Kansas and Oklahoma.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after

its adoption and approval. Specifically, this ordinance provides for emergency interstate mutual aid during a critical incident.

Council Bill No. 2018-616 (Continued)

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

_____

Gary Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2018-616 – approving an Interstate Mutual Aid Agreement template.

MEETING DATE
November 5, 2018

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2018-616 Ordinance; Interstate Mutual Aid Agreement Template

REVIEWED BY
Dept. Head: Matt Stewart; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves an interstate mutual aid agreement template for the specific counties and municipalities of Cherokee County Kansas, Ottawa County Oklahoma, and Delaware County Oklahoma. This will allow the Joplin Police Department to enter into an interstate Mutual Aid Agreement with specific agencies within the counties mentioned above.

BACKGROUND
In August 2018 a new Missouri State Statute went into effect allowing Missouri Law Enforcement agencies in Newton and Jasper County to enter into an interstate mutual aid agreement with Law Enforcement agencies located in Cherokee County Kansas, Delaware County Oklahoma, and Ottawa County Oklahoma. Prior to this legislative change, our agency could respond across state lines in order to assist with a natural disaster type of event, but we were not covered as a law enforcement agency if a law enforcement critical incident existed in a neighboring state nor were they covered if we requested their assistance in an critical incident type of situation. According to RSMO 44.098 a critical incident is defined as "an incident that could result in serious physical injury or loss of life".
To view RSMO 44.098:
http://revisor.mo.gov/main/OneSection.aspx?section=44.098&bid=35640&hl=

FUNDING SOURCE
There will be no financial impact on our budget by passing this ordinance.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with public peace and safety, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2018 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2018 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 30th day of June of 2020.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-18-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the

basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises 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 Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2018

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2018-413 – 2018 Agreement - Homeless Coalition

MEETING DATE
November 5, 2018

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2018 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B18MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2018-413, 2018 Public Service Agreement

COUNCIL BILL NO. 2018-413 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2018 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

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

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 036-18-Site Plan Review for Oak Star Bank.

MEETING DATE:
November 5, 2018

ORIGINATING DEPARTMENT:
Planning, Development & Neighborhood Services

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

SUMMARY REQUEST:
Case 036-18: Northwest corner of Connecticut Avenue and 20th Street – A request for a Site Plan Review to construct a bank – Oak Star Bank.

BACKGROUND:
Oak Star bank is based in Springfield and hopes to add a location to the City of Joplin. The site plan submitted shows the construction of a bank, located on 4 parcels that combine to an approximate area of 1.03 acres. The largest parcel is zoned CO-PD (Non-Retail Planned Overlay District) and the other three parcels are zoned C-1 (Neighborhood Commercial District). The proposed building footprint is 5,000 square feet with two floors, to equal a total of 10,000 square feet. The primary building material on the exterior will be cast stone, with the pop-out columns being a cement fiber board panel. Materials and design of the building meet the requirements of Planned Development Corridors. The site contains adequate off-street parking with 35 parking stalls that comply with ADA standards.

PLANNING & ZONING COMMISSION TESTIMONY:
Wayne Stevenson, Anderson Engineering, 811 E 3rd Street, Joplin, MO., representing Oak Star Bank. It will be a two-story structure, located at the NW corner of Connecticut and 20th. Also, meeting the required parking spaces and adhering to the corridor districts on 20th Street.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 036-18.

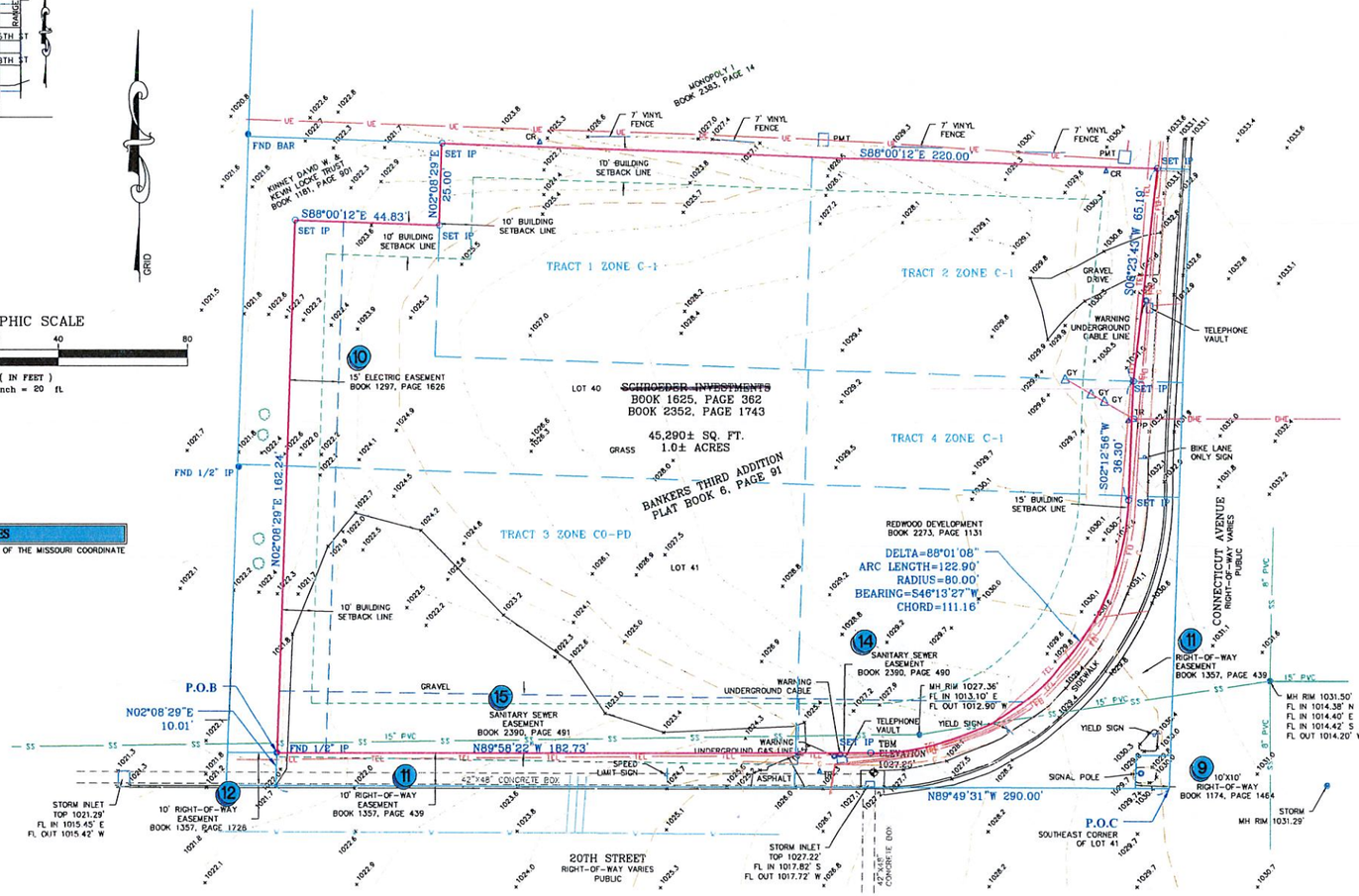
ATTACHMENTS:
Planning Report, Copy of Site Plan, Commission Minutes



LOCATION SKETCH
SECTION 12
T 27 N, R 32 W
SCALE: 1"=2000'

GRID

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft



NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

ZONING DATA

SUBJECT PROPERTY IS ZONED C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT)

BUILDING HEIGHT AND SETBACK REQUIREMENTS
BUILDING HEIGHT: NO BUILDING SHALL EXCEED 30 FEET OR 2 STORIES.

BUILDING SETBACK LINE:
FRONT: 15'
SIDE: NONE, EXCEPT IF LOT ABUTS UPON A R-1, THAN THE SIDE SHALL BE THE SAME HAS R-1, 10'.
REAR: NONE, EXCEPT IF LOT ABUTS UPON A R-1, THAN THE SIDE SHALL BE 10'.

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NO. 171563884, 171563891 AND 171563890.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0278E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

BENCHMARK

TBM IS A "SQUARE CUT" ON THE NORTH SIDE OF A CONCRETE STORM BOX ON THE NORTH RIGHT-OF-WAY OF 20TH STREET, WITH AN ELEVATION OF 1027.25 FEET, AS SHOWN.

LEGEND

FND IP FOUND IRON PIN	PROPERTY LINE
SET IP SET IRON PIN	SANITARY SEWER
GY POWER POLE W/ GUY	STORM SEWER
MH MANHOLE	TELEPHONE LINE
PMT PAD MOUNTED TRANSFORMER	CABLE TV LINE
SIGN	GAS LINE
TELEPHONE RISER	WATER LINE
TR CABLE RISER	ELECTRIC LINE
CR BUMPER POST	UNDERGROUND ELECTRIC
	FIBER OPTIC
	FENCE LINE

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN BANKERS ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 6, AT PAGE 91; THENCE ALONG THE SOUTH LINE OF SAID LOT, NORTH 89°49'31" WEST, 290.00 FEET; THENCE LEAVING SAID SOUTH LOT LINE, NORTH 02°08'29" EAST, 10.01 FEET, TO THE POINT OF BEGINNING SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF 20TH STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 02°08'29" EAST, 162.24 FEET; THENCE SOUTH 88°00'12" EAST, 44.83 FEET; THENCE NORTH 02°08'29" EAST, 25.00 FEET; THENCE SOUTH 88°00'12" EAST, 220.00 FEET, TO THE WEST RIGHT-OF-WAY OF CONNECTICUT AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING THREE COURSES, SOUTH 03°23'43" WEST, 65.19 FEET; THENCE SOUTH 02°12'56" WEST, 36.30 FEET; THENCE 122.90 FEET ALONG A 80.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 46°13'27" WEST, A DISTANCE OF 111.16 FEET, TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 89°56'22" WEST, 182.73 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, CONTAINING 1.0 ACRES, MORE OR LESS. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-4561.

NOTES CORRESPONDING TO SCHEDULE B

TITLE COMMITMENT PROVIDED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO.: 1465812
COMMITMENT DATE: JUNE 02, 2017 AT 7:30 A.M.

9. AN EASEMENT FOR RIGHT OF WAY GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY IN THE DOCUMENT RECORDED MAY 31, 1974 AS DOCUMENT NO. 4645 IN BOOK 1174 AT PAGE 1464 OF OFFICIAL RECORDS. AS SHOWN.

10. AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO THE EMPIRE DISTRICT ELECTRIC COMPANY IN THE DOCUMENT RECORDED AUGUST 19, 1985 AS DOCUMENT NO. 10545 IN BOOK 1297 AT PAGE 1626 OF OFFICIAL RECORDS. AS SHOWN.

11. AN EASEMENT FOR RIGHT OF WAY CONVEYANCE FOR STREET PURPOSES GRANTED TO THE CITY OF JOPLIN, A MUNICIPAL CORPORATION IN THE DOCUMENT RECORDED MARCH 21, 1989 AS DOCUMENT NO. 3006 IN BOOK 1357 AT PAGE 0439 OF OFFICIAL RECORDS. AS SHOWN.

12. AN EASEMENT FOR RIGHT OF WAY CONVEYANCE FOR STREET PURPOSES GRANTED TO THE CITY OF JOPLIN, A MUNICIPAL CORPORATION IN THE DOCUMENT RECORDED APRIL 03, 1989 AS DOCUMENT NO. 3508 IN BOOK 1357 AT PAGE 1728 OF OFFICIAL RECORDS. AS SHOWN.

13. AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO THE EMPIRE DISTRICT ELECTRIC COMPANY IN THE DOCUMENT RECORDED MARCH 13, 1998 AS DOCUMENT NO. 5051 IN BOOK 1555 AT PAGE 2090 OF OFFICIAL RECORDS. NOT PLOTTABLE. BASED ON ELECTRIC LINES IN 1998.

14. AN EASEMENT FOR SEWER GRANTED TO CITY OF JOPLIN, A MUNICIPAL CORPORATION IN THE DOCUMENT RECORDED MARCH 29, 2016 AS DOCUMENT NO. 2016004547 IN BOOK 2390 AT PAGE 490 OF OFFICIAL RECORDS. AS SHOWN.

15. AN EASEMENT FOR SEWER GRANTED TO CITY OF JOPLIN, A MUNICIPAL CORPORATION IN THE DOCUMENT RECORDED MARCH 29, 2016 AS DOCUMENT NO. 2016004548 IN BOOK 2390 AT PAGE 491 OF OFFICIAL RECORDS. AS SHOWN.

TITLE DESCRIPTION

TRACT 1:
ALL OF THE NORTH 65 FEET OF THE EAST 230 FEET OF LOT NUMBERED FORTY (40) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE EAST 116 FEET, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:
ALL OF THE EAST 116 FEET OF THE NORTH 65 FEET OF THE EAST 230 FEET OF LOT NUMBERED FORTY (40) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40, THENCE NORTH 87°58'04" WEST ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 10.00 FEET, THENCE SOUTH 06°23'59" WEST, A DISTANCE OF 65.71 FEET, THENCE SOUTH 89°56'28" EAST, A DISTANCE OF 5.00 FEET TO THE PRESENT WEST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 89°56'28" EAST, 10.00 FEET, THENCE NORTH 02°02'27" EAST, 65.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:
ALL OF LOTS NUMBERED FORTY (40) AND FORTY-ONE (41) IN BANKERS THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE WEST 15 FEET AND EXCEPT THE EAST 115 FEET OF SAID LOTS 40 AND 41, AND EXCEPT THE NORTH 65 FEET OF EAST 230 FEET OF SAID LOT 40 AND EXCEPT NORTH 25 FEET OF WEST 60 FEET OF SAID LOT 40.

TRACT 4:
ALL OF THE EAST 115 FEET OF LOTS NUMBERED FORTY (40) AND FORTY-ONE (41) EXCEPT THE NORTH 65 FEET IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART TAKEN OR DEEDED AS STREET RIGHT-OF-WAY, AND EXCEPT THAT PART DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, SAID POINT BEING ON THE PRESENT WEST RIGHT- OF-WAY LINE OF CONNECTICUT AVENUE, THENCE NORTH 89°56'28" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89°56'28" WEST, A DISTANCE OF 5.00 FEET, THENCE SOUTH 02°02'27" WEST, A DISTANCE OF 36.30 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, THENCE ALONG SAID CURVE AN ARC DISTANCE OF 122.90 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE SOUTH 89°56'28" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 82.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 02°02'27" EAST, 113.58 FEET TO THE POINT OF BEGINNING.

ACCURACY STANDARD: URBAN

SURVEYOR'S DECLARATION

TO: OAKSTAR BANK, FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, AND INCLUDES ITEMS 2, 3, 4, 6, 7(a), 7(b)(1), 8, 9, 10, 11(a), 11(b), 13, 16 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF MISSOURI, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: 6-29-17

JERROD L. HOGAN, P.L.S.
MISSOURI REGISTRATION NUMBER 2004001333

STATE OF MISSOURI
JERROD L. HOGAN
NUMBER PLS-2004001333
PROFESSIONAL LAND SURVEYOR

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
811 E. 3RD STREET • JOPLIN, MISSOURI 64801 • PHONE (417) 782-7399

DRAWING INFO.
FIELD BY: RW
DRAWN BY: SLM
CHECK BY: JJH
DATE: 6-26-17
FIELD BOOK:
JOB NUMBER: B0066-17

NO.	DESCRIPTION	DATE	BY

REVISIONS

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OAKSTAR BANK

ALTA/NSPS TITLE SURVEY

20TH STREET & CONNECTICUT AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

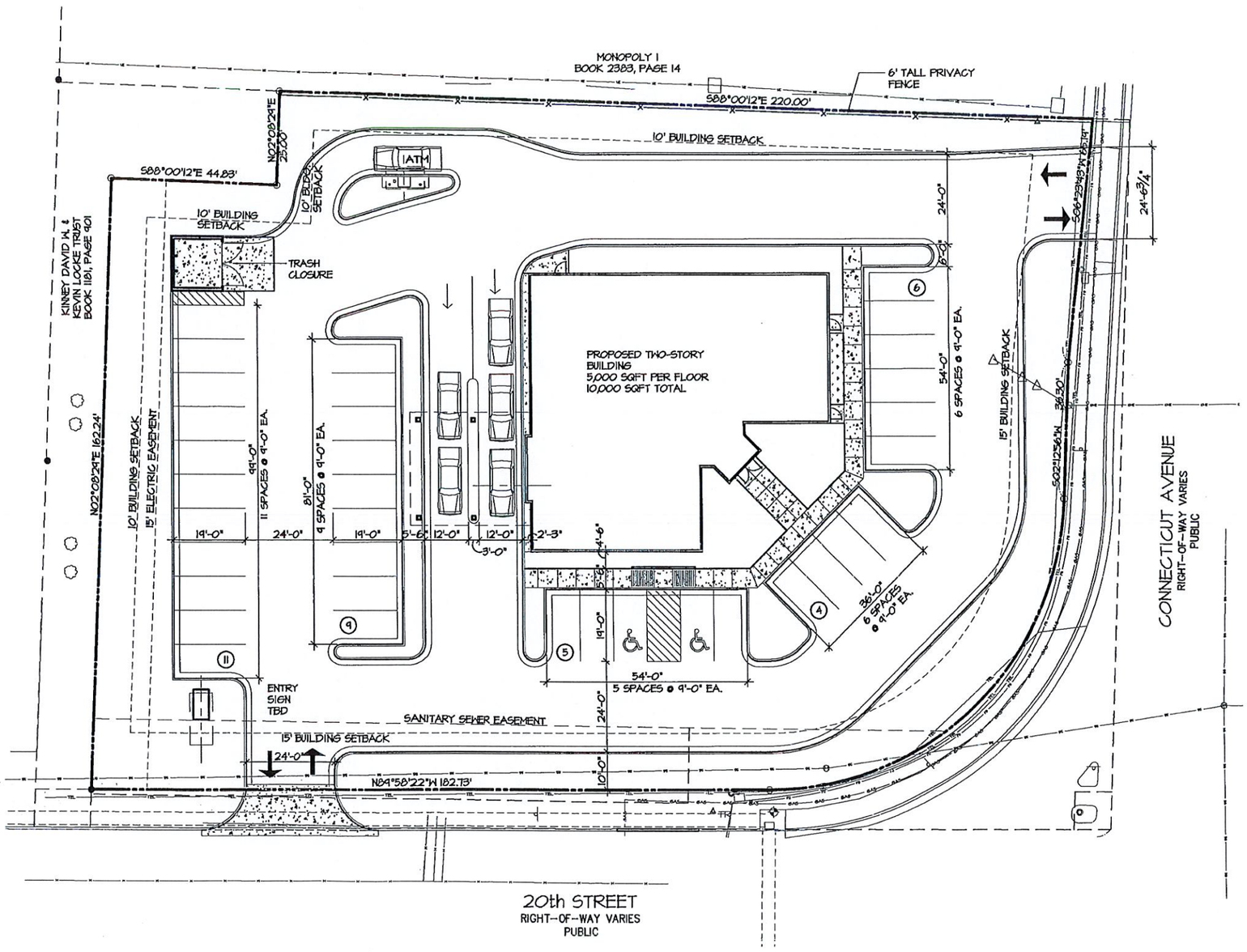
DRAWING NO.
JOP-100-4561

SHEET NUMBER
1
OF 1

Case 036-18

PROJECT SUMMARY

OWNER:	OAK STAR BANK SPRINGFIELD, MO
BUILDING CODE:	2012 IBC
USE GROUP;	B - BUSINESS
CONSTRUCTION TYPE:	IIB
SITE AREA:	45,290.48 SF OR 1.03 ACRES
ALLOWABLE AREA W/ SPRINKLER	4 FLOORS @ 23,000SF/FLOOR
ALLOWABLE HEIGHT W/ SPRINKLER	75'
ACTUAL FLOOR AREA	1st FLOOR 5,000 SF 2nd FLOOR 5,000 SF
ACTUAL HEIGHT W/ SPRINKLER	34'-6" TOP OF PARAPET 43'-0" TOP OF ATRIUM ROOF
OCCUPANT LOAD BASED ON 'B' OCCUPANCY	1st FLOOR - 50 PERSONS 2nd FLOOR - 50 PERSONS
PARKING REQUIRED	1 / 300SF = 33 SPACES
PARKING PROVIDED	35 SPACES
HANDICAP PARKING	2 SPACES REQUIRED/PROVIDED



STATE OF MISSOURI
JANET ROTHBERG
NUMBER A-3658
ARCHITECT
09/07/18

Planning & Zoning Commission Review Only
Not for Construction

BARON DESIGN & ASSOCIATES, L.L.C.
Llamra Plaza 1855 S. Ingram Mill, Suite 201
Springfield, MO 65804
Ph. 417-877-9800, Fax 417-877-9802

OAK STAR BANK
20th & CONNECTICUT
JOPLIN, MISSOURI
OVERALL SITE PLAN

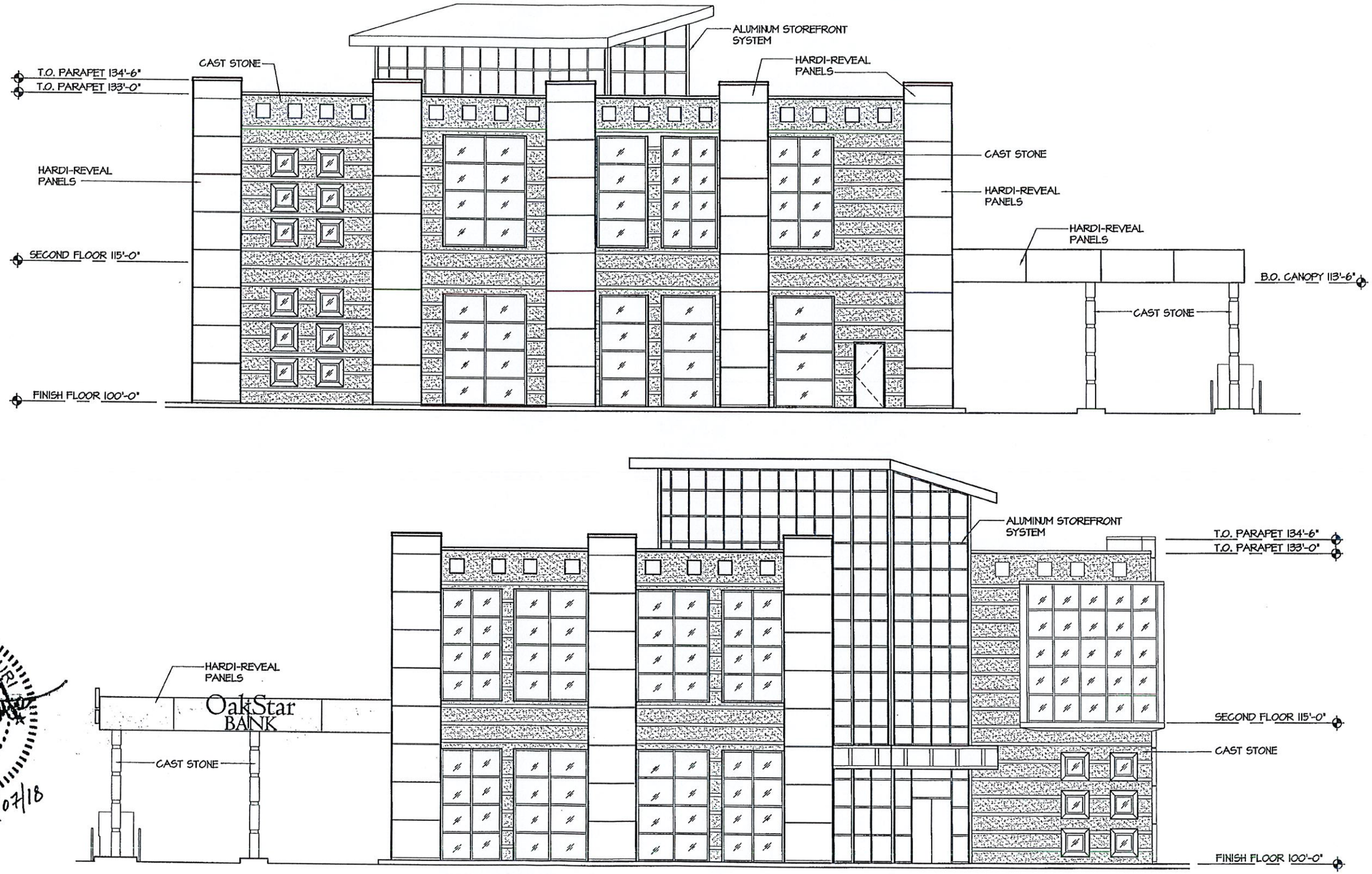
Project No: 201809
Drawn by: TLB
Approved: RAB
Date: 09/07/18

Sheet 1 of 3

OVERALL SITE PLAN

Scale: 1" = 30'-0"

NORTH



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OAK STAR BANK
20th & CONNECTICUT
JOPLIN, MISSOURI

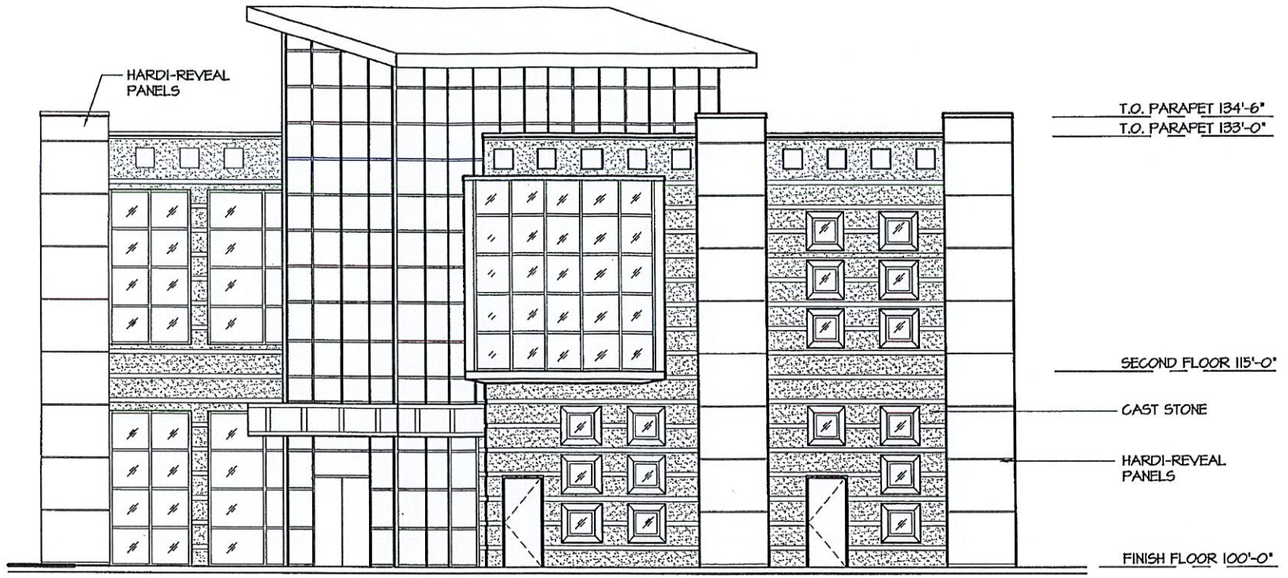
EXTERIOR ELEVATIONS

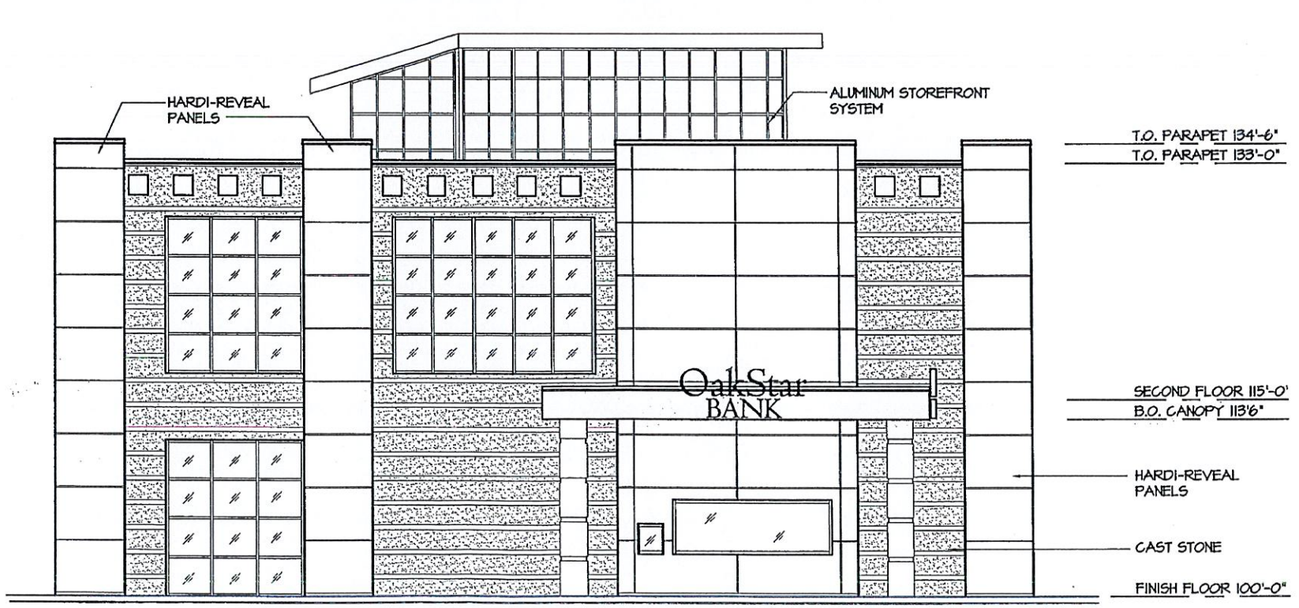
Project No: 201809
Drawn by: TLB
Approved: RAB
Date: 09/07/18

Sheet 2 of 3

NORTH & SOUTH EXTERIOR ELEVATIONS

Scale: 3/32" = 1'-0"





STATE OF MISSOURI
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20th & CONNECTICUT
JOPLIN, MISSOURI

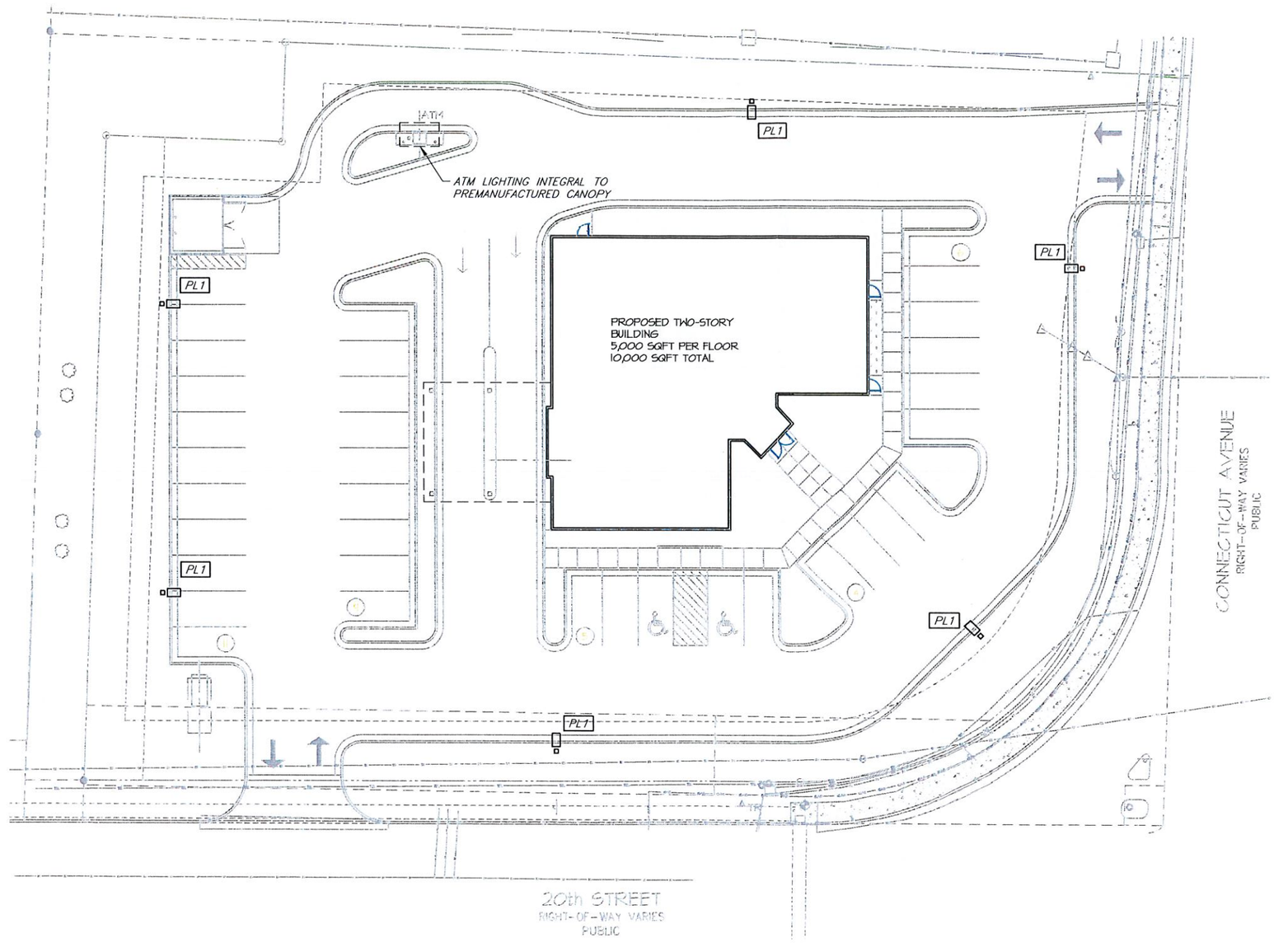
EXTERIOR ELEVATIONS

Project No: 201809
Drawn by: TLB
Approved: RAB
Date: 09/07/18

Sheet 3 of 3

EAST & WEST EXTERIOR ELEVATIONS

Scale: 3/32" = 1'-0"



SITE LIGHTING GENERAL NOTES:

1. ALL POLE-MOUNTED LIGHTING FIXTURES SHALL BE LED, FULL CUT-OFF TYPE, EQUIVALENT TO MCGRAW EDISON GALLEON SERIES WITH 25' POLES.



GLEON
GALLEON LED

1-10 Light Squares
Solid State LED

STATE OF MISSOURI
ALLEN
DAVIS
NUMBER
PE-2004017155
9/7/18
PROFESSIONAL ENGINEER

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Ph. 417-877-9800, Fax 417-877-9802

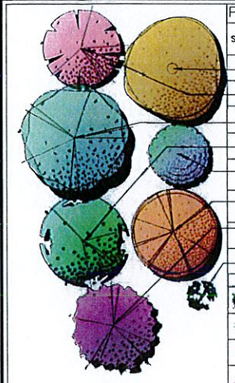
OAK STAR BANK
20th & CONNECTICUT
JOPLIN, MISSOURI
SITE LIGHTING PLAN

Project No: 201809
Drawn by: AKD
Approved: AKD
Date: 09/07/18

SITE LIGHTING PLAN

Scale: 1" = 30'-0"

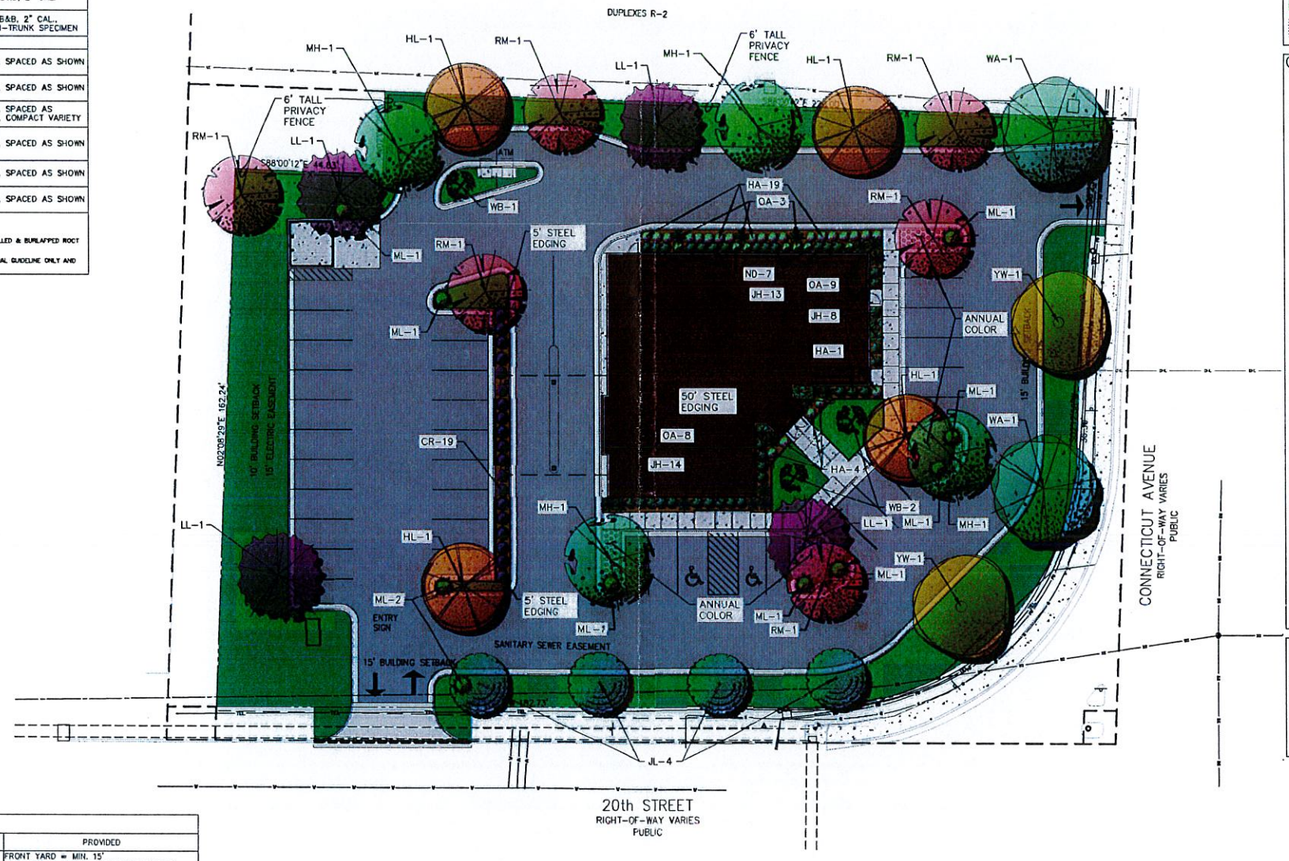
NORTH



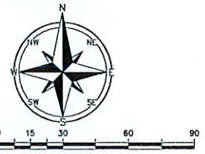
PLANT SCHEDULE

SYM.	KEY	QTY	COMMON NAME / Botanical Name	SIZE | SPACING | COMMENTS
	YW	2	YELLOWWOOD / Cladrastis lutea	B&B, 2" CAL.
	RM	6	RED MAPLE / Acer rubrum	B&B, 2" CAL.
	WA	2	WHITE ASH / Fraxinus americana	B&B, 2" CAL.
	MH	4	MAIDENHAIR TREE / Ginko biloba	B&B, 2" CAL.
	JL	4	JAPANESE TREE LILAC / Syringa reticulata subsp. reticulata	B&B, 2" CAL.
	HL	4	SHADEMASTER HONEYLOCUST / Gleditsia triacanthos 'Shademaster'	B&B, 2" CAL.
	LL	4	LITTLELEAF LINDEN / Tilia cordata	B&B, 2" CAL.
	WB	3	EUROPEAN WHITE BIRCH / Betula pendula	B&B, 2" CAL., MULTI-TRUNK SPECIMEN
	ML	10	MOUNTAIN LAUREL / Kalmia latifolia	5 GAL., SPACED AS SHOWN
	CR	19	CAROLINA RHODODENDRON / Rhododendron carolinianum	5 GAL., SPACED AS SHOWN
	HA	24	SATSUKI HYBRID AZALEA / Azalea hybrida	5 GAL., SPACED AS SHOWN, COMPACT VARIETY
	OA	20	ORIENTAL ARBORVITAE / Thuja orientalis 'American Pyramidal'	5 GAL., SPACED AS SHOWN
	ND	7	NANDINA / Nandina domestica	5 GAL., SPACED AS SHOWN
	JH	35	HELLER JAPANESE HOLLY / Ilex crenata 'Helleri'	5 GAL., SPACED AS SHOWN

1. H, HEIGHT; CP, CALIPER; C, CONTAINER; MT, MULTI-TRUNK; B&B, BALLED & BURLAPPED ROOT BALL
2. O.C.; INDICATES APPROXIMATE SPACING, SHALL BE CONSIDERED GENERAL GUIDELINE ONLY AND MAY BE MODIFIED TO SUIT ON-SITE CONDITIONS.







PROPOSED FEATURES

- NATIVE, DROUGHT TOLERANT, SEEDED TURF AREA.
- NATIVE, DROUGHT TOLERANT, SODDED TURF AREA.
- SEASONAL COLOR PER OWNER'S PREFERENCE

GENERAL NOTES

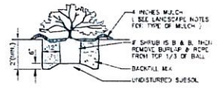
1. THE CONTRACTOR SHALL STRICTLY FOLLOW ALL LOCAL CODES THAT PERTAIN TO LANDSCAPE INSTALLATION, AND SHALL NOTIFY THE LANDSCAPE ARCHITECT (LA) OR DESIGNATED REPRESENTATIVE (DR) REGARDING ANY DISCREPANCIES BETWEEN LOCAL CODES, PLANS, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL NOTIFY (LA) OR (DR) OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY INSTALL.
3. THE CONTRACTOR SHALL VERIFY DEPTH AND LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, UNDERGROUND UTILITIES AND SITE LIGHTING CONDUITS WITHIN THE PROJECT SITE BEFORE LANDSCAPE CONSTRUCTION BEGINS.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS ASSOCIATED WITH THE WORK AT ALL TIMES. ALL UNUSED MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A WATER PERMEABILITY TEST TO DETERMINE SOIL QUALITY. TEST IS PERFORMED BY DIGGING A SHARP SHOOTER SPADE 18" (INCHES) INTO THE GROUND. FILL THE HOLE WITH WATER. RETURN TO THE TEST SITE AFTER 18 HOURS TO VISUALLY CONFIRM IF THE HOLE STILL RETAINS WATER. IF THE HOLE RETAINS WATER, THE SOIL IS DETERMINED TO BE TO POOR FOR PLANTING CONDITIONS. TO AMEND POOR SOIL CONDITIONS, THE CONTRACTOR SHALL BE REQUIRED TO OVER EXCAVATE THE SOIL TO THE DEPTH OF THE ROOT BALL AND REPLACE THE SOIL WITH QUALITY PLANTING SOIL AS SPECIFIED ON THE PLANS PRIOR TO PLANTING TREES OR SHRUBS.
6. ALL LANDSCAPE MATERIALS TO BE WATERED BY CONTRACTOR UNTIL ESTABLISHED.
7. PLANT MATERIAL:
   a. SHALL BE INSTALLED BY THE CONTRACTOR PER DETAILS (REFER TO DETAIL SHEETS) AND CLIENT'S SPECIFICATION OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICHEVER IS MORE STRINGENT.
   b. THE CONTRACTOR ACCEPTS ALL LIABILITY FOR THE INSTALLATION LANDSCAPING DEPICTED ON THESE PLANS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION LETTER IS ISSUED AND/OR ACCEPTANCE OF FINISHED JOB. ALL DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED ONE TIME WHEN DISCOVERED AT THE CONTRACTOR'S EXPENSE.
   c. QUALITY SHALL COMPLY TO THE HIGHEST STANDARDS IN THE NURSERY INDUSTRY. GRASS SOD AND PLANTS SHALL BE REASONABLY CLEAN AND FREE OF WEEDS, PESTS, DISEASES.
   d. SHALL NOT BE PLANTED IN FROZEN GROUND.
8. ANY EXISTING TREES DESIGNATED TO BE SAVED MUST BE PRESERVED DURING CONSTRUCTION.
9. ALL PLANTING BEDS AND TREE PLANTING PITS TO BE FILLED WITH A MIXTURE OF 30% COMPOST (COW, MUSHROOM OR COTTON BURR), 20% PEAT MOSS AND 50% TOPSOIL BY VOLUME. ALSO, MIX IN 1LB 10-20-10 SLOW RELEASE PLANT FERTILIZER PER 10 SQ FT. OR AS RECOMMENDED BY THE SOIL ANALYSIS.
10. STAKES FOR TREE SUPPORT SHALL BE STEEL "T" BAR FENCE POST, 6' LONG, PAINTED DARK GREEN WITH TOP 8" PAINTED WHITE. TREE TIE SYSTEMS SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER, AND EASILY ATTACHED AND REMOVED. HOSE AND WIRE ARE NOT ACCEPTABLE FOR STAKED TREES. TREE TIE SYSTEMS SHALL BE 20" DEWITT (BLACK) TREE STRAP/TUMP TS-81 (80 PER CASE) OR APPROVED EQUAL-NO PLASTIC TIES ALLOWED. WIRE: 14 GAUGE ELECT. FENCE WIRE.
11. ALL PLANTING BEDS AS DESIGNATED ON THESE PLANS SHALL BE BORDERED BY 3/16" x 4" PAINTED BROWN STEEL EDGING AND RYERSON OR APPROVED EQUAL WITH INTEGRATED STAKES SWOOSH SLOTS IN THE EDGING. (REFER TO DETAIL SHEETS FOR ACCEPTED EDGING MATERIAL)
12. MULCH ALL TREE PLANTINGS AND PLANTING BEDS WITH 4" OF EITHER SHREDDED HARDWOOD BARK MULCH OR CYPRESS MULCH. IN THE SEASONAL FLOWER BEDS USE DYED CYPRESS OR FINE BARK MULCH. DO NOT USE HARDWOOD MULCH IN SEASONAL FLOWER BEDS.
13. ALL PLANTING AREAS SHALL RECEIVE A THREE INCH (3") TOP DRESSING OF MULCH OVER A 10 MIL WEED MAT EQUAL TO "WEEDBLOCK" FABRIC BY "EASY GARDENER" OR DEWITT WEED BARRIER. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND (REFER TO PLANTING DETAILS)
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION, EXCEPT THOSE OCCUPIED BY BUILDINGS, STRUCTURES, OR PAVING SHALL BE GRADED SMOOTH AND 4" (INCHES) OF TOPSOIL APPLIED. (REFER TO THE EROSION CONTROL DETAIL SHEET(S) FOR TOPSOIL AND SEEDING SPECIFICATIONS)
15. CONTRACTOR SHALL FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH 10-10-10 TIME RELEASE FERTILIZER.
16. IF REQUIRED BY THE CLIENT'S SPECIFICATIONS OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICHEVER IS MORE STRINGENT, THE CONTRACTOR SHALL REPAIR, REPLACE AND/OR AUGMENT EXISTING IRRIGATION SYSTEM AS NECESSARY THAT PROVIDES SEPARATE ZONES AND HEAD PLACEMENT FOR SHRUB BEDS AND TURF AREAS. 100% HEAD TO HEAD COVERAGE WILL BE REQUIRED. THE CONTRACTOR WILL SUBMIT AS-BUILT DRAWINGS FOR THE LANDSCAPE IRRIGATION SYSTEM AND WILL ACCEPT RESPONSIBILITY FOR THE THE IRRIGATION SYSTEM. PROVIDE SUBMITTALS AS REQUIRED.
17. ALL PLANTING TREES SHALL COMPLY WITH LOCAL GOVERNING CODES AND REGULATIONS. CONFORM TO REQUIREMENTS OF PLANT LIST AND TO THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARD OF NURSERY STOCK" AND "HORTICULTURAL STANDARDS" AS TO SPECIES, AGE, SIZE, AND PLANTING RECOMMENDATIONS.
18. LANDSCAPE CONTRACTOR SHALL OBTAIN AN ORIGINAL PRINT OF THIS PLAN TO ENSURE THAT PLANT SIZE HEIGHTS, LINE TYPES AND SHADED COLORS ARE COMPLETELY LEGIBLE AS ORIGINALLY PRINTED.
19. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED.
20. PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
21. QUANTITIES OF MATERIALS SHOWN ON LANDSCAPING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON PLANTING SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON LANDSCAPING PLAN.

NOTE TO CONTRACTOR

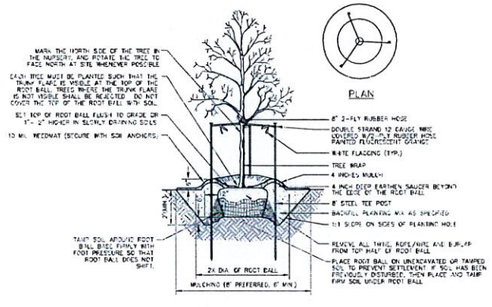
CONTRACTOR SHALL INSTALL AN AUTOMATIC POP-UP AND/OR DRIP IRRIGATION SYSTEM THAT PROVIDES SUFFICIENT WATERING FOR ALL PLANTS AND TURF TO SUSTAIN HEALTHY GROWTH. THE IRRIGATION SYSTEM SHALL BE IN COMPLIANCE WITH ALL CITY, COUNTY AND/OR STATE REQUIREMENTS. CONTRACTOR SHALL ENSURE ALL PLANTS AND TURF ARE MAINTAINED IN HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON.

CITY OF JOPLIN LANDSCAPE REQUIREMENTS

LANDSCAPE AREA	REQUIREMENT	REQUIRED	PROVIDED
C-1 AREA REGULATIONS	FRONT YARD = MIN. 15' SIDE YARD = MIN. 15 ADJACENT TO R-2 REAR YARD = 0'	FRONT YARD = MIN. 15' SIDE YARD = MIN. 15 ADJACENT TO R-2 REAR YARD = 0'	FRONT YARD = MIN. 15' SIDE YARD = MIN. 15 ADJACENT TO R-2 REAR YARD = 0'
PARKING LOT LANDSCAPING STANDARDS	DECIDUOUS SHADE TREES AT A RATIO OF 1 TREE FOR EVERY 20 PARKING SPACES.	2 DECIDUOUS SHADE TREES FOR 35 PARKING SPACES	2 DECIDUOUS SHADE TREES FOR 35 PARKING SPACES.
	EACH PARKING STALL SHALL BE WITHIN 100' FROM A TREE.	EACH PARKING STALL SHALL BE WITHIN 100' FROM A TREE	PLAN CONFORMS
	MIN. 7' WIDE LANDSCAPE STRIP OR PLANTING ISLAND IS REQUIRED BETWEEN HEAD-TO-HEAD PARKING BAYS WHEN MORE THAN 100 PARKING SPACES. ALTERNATING LANDSCAPE STRIPS OR OTHER INTERIOR PARKING LOT ISLANDS OF ANY CONFIGURATION MAY BE SUBSTITUTED IN LIEU OF THE 7' HEAD-TO-HEAD LANDSCAPING REQUIREMENT, BASED UPON AN EQUIVALENT SQUARE FOOT BASIS AS APPROVED BY THE CITY.	DOES NOT MEET CRITERIA WITH ONLY 35 PARKING SPACES	DOES NOT MEET CRITERIA WITH ONLY 35 PARKING SPACES
	I. SINGLE ISLAND: THERE SHALL BE AN ISLAND WITH A MIN. LANDSCAPE WIDTH OF 7' AND A MIN. AREA OF 100 S.F., PLACED AT THE END OF A SINGLE ROW OF PARKING, CONTAINING AT LEAST 1 DECIDUOUS TREE. THE ISLAND SHALL CONTAIN A MIN. OF 1 DECIDUOUS TREE AND 1 SHRUB AND INCLUDE GRASS, OR GROUND COVER, EXCEPT FOR THOSE AREAS THAT ARE MULCHED.	I. 10 DECIDUOUS TREES AND 10 SHRUBS FOR 10 SINGLE ISLAND PARKING END CAPS.	I. 10 DECIDUOUS TREES AND 10 SHRUBS FOR 10 SINGLE ISLAND PARKING END CAPS.
	II. DOUBLE ISLAND: THERE SHALL BE A DOUBLE ISLAND OF 210 S.F. PLACED AT THE ENDS OF DOUBLE ROW OF PARKING. 2 DECIDUOUS TREES AND 2 SHRUBS ARE REQUIRED PER DOUBLE LANDSCAPE ISLAND. III. A LANDSCAPED ISLAND WITH A MIN. LANDSCAPE WIDTH OF SEVEN 7' AND A MINIMUM AREA OF 100 S.F. SHALL BE LOCATED EVERY 25 SPACES IN A ROW.	II. DOES NOT APPLY III. DOES NOT APPLY	II. DOES NOT APPLY III. DOES NOT APPLY
	4. THE OUTSIDE PERIMETER OF ALL PARKING AREAS AND DRIVE AISLES SHALL INCLUDE A LANDSCAPED AREA 7' IN WIDTH. WHEN A PARKING LOT ABUTS A PUBLIC RIGHT OF-WAY ONE TREE, SELECTED FROM THE CITY'S LIST OF ACCEPTABLE STREET TREES SHALL BE PLANTED EVERY 50' ON CENTER WITHIN THE LANDSCAPED PERIMETER ADJACENT TO THE RIGHT-OF WAY;	1 TREE EVERY 50 L.F. ALONG THE STREET FRONTAGE (8 TREES FOR 358' L.F. OF STREET FRONTAGE, (SUBTRACTED 50' OF DRIVES)	8 TREES FOR 358' L.F. OF STREET FRONTAGE, (SUBTRACTED 50' OF DRIVES)
BUFFERYARD REQUIREMENTS	BUFFER YARD "B" OR "C" FOR ADJACENT R-2 ZONE.	290 L.F. OF R-2 ADJACENCY: B OR C BELOW B. COMBINATION OF BERM, FENCING AND LANDSCAPE (20' MIN WIDTH) C. 20' NATURAL BUFFER (20' MIN WIDTH)	290 L.F. OF 6' PRIVACY FENCE WITH 1 TREE FOR EVERY 30 L.F. (10 TOTAL) FOR 290 L.F. OF R-2 ADJACENCY. WAIVER REQUESTED.



SHRUB PLANTING
NTS
AE-L2



NOTES:
1. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. SEE WRAPPING DETAIL.
3. BACKFILL WITH EXISTING SOIL IN SANDY LOAM SOILS. ADD 30% MAX BY VOLUME COMPOSTED ORGANIC MATERIAL TO THE EXISTING SOIL.
4. SEE LANDSCAPE PLAN NOTES FOR TYPE OF MULCH TO BE USED

TREE PLANTING DETAIL
NTS
AE-L1

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERING • SURVEYING • LABORATORIES
LANDSCAPE ARCHITECTURE • DRILLING • GIS
5311 W. Village Pkwy • Rogers, AR 72758 • 479.286.8181

REVISIONS NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

DRAWING INFO.
DRAWN BY: [illegible]
LICENSE NO.: [illegible]
CHECKED BY: [illegible]
LICENSE NO.: [illegible]
DATE: [illegible]
JOB NUMBER: [illegible]

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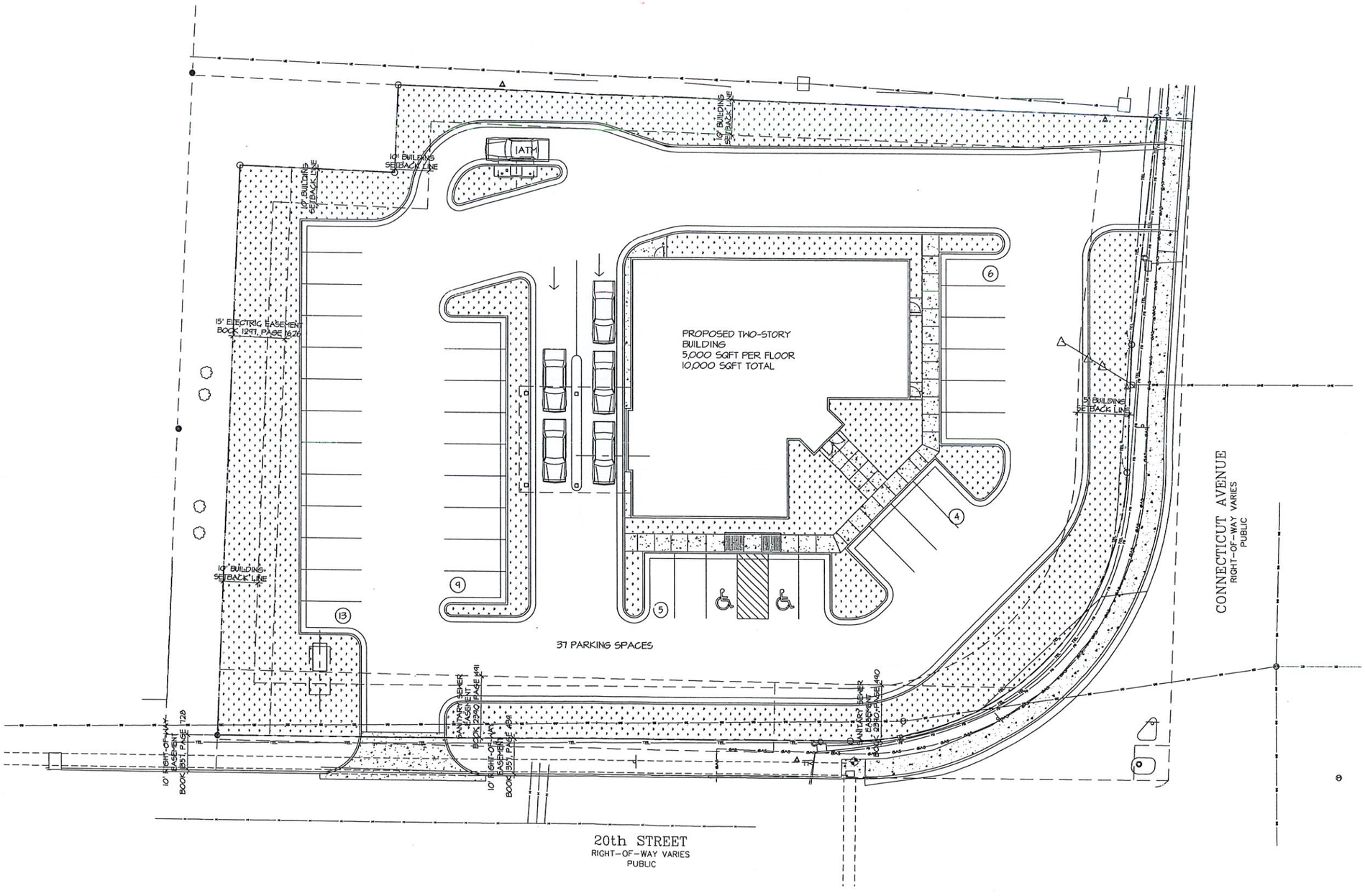
OAKSTAR BANK

LANDSCAPE PLAN

20TH ST. & CONNECTICUT AVE.
JOPLIN, MO 64801



DRAWING NO.
DWG NO.
SHEET NUMBER
1
OF 1



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OAK STAR BANK
JOPLIN, MISSOURI
OVERALL SITE PLAN

Project No: 201809
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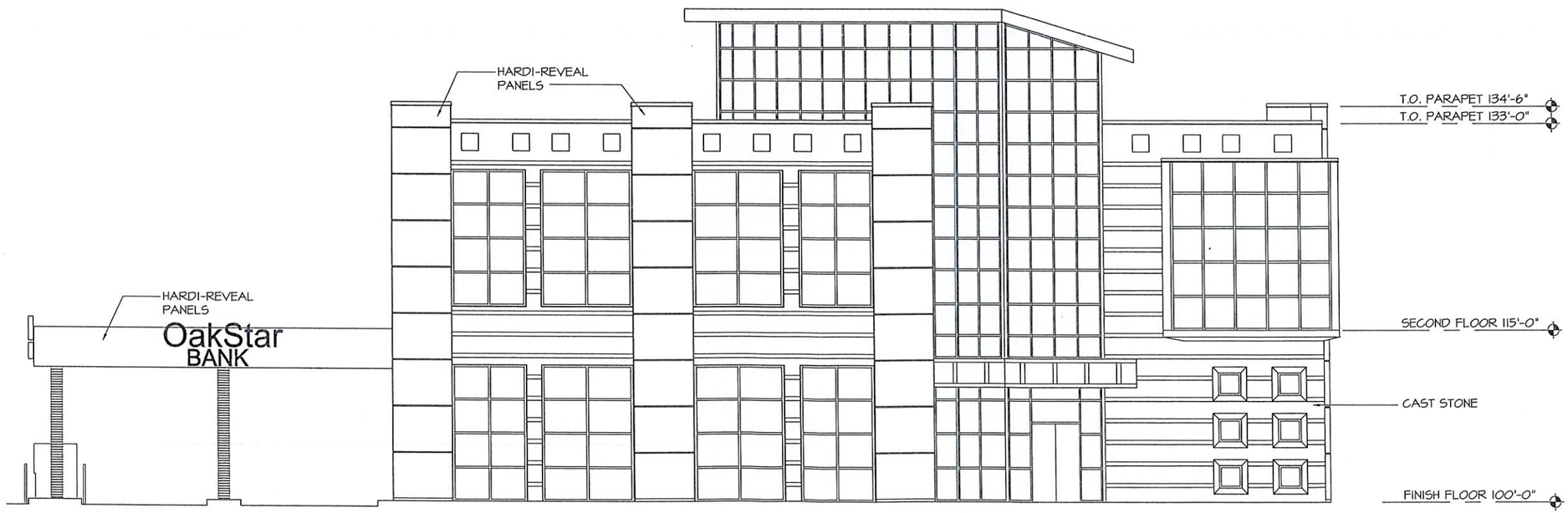
OVERALL SITE PLAN

Scale: 1" = 30'-0"

NORTH

Case 036-18





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PAK STAR BANK
JOPLIN, MISSOURI
EXTERIOR ELEVATIONS

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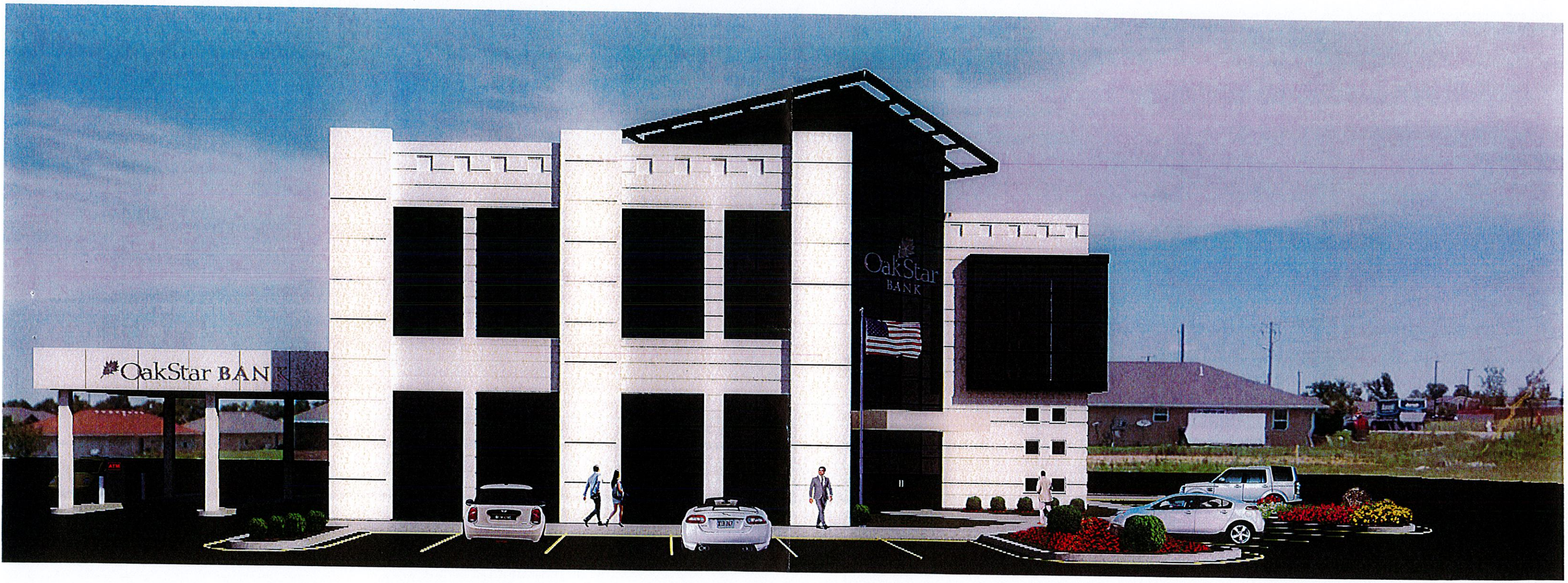
OakStar
BANK
OakStar BANK

Case 036-18: Northwest corner of Connecticut Avenue and 20th Street – A request for a Site Plan Review to construct a bank – Oak Star Bank.

Wayne Stevenson, Anderson Engineering, 811 E. 3rd Street, Joplin, MO. He was representing Oak Star Bank, which will be located at the NW corner of Connecticut and 20th Street. The building will be a two-story structure, meeting the required parking and adhering to the corridor districts on 20th Street.

Mr. Cortez asked if there was anyone to speak in favor of this case? There was not. Anyone to speak in opposition of this case? There was not. Case Closed.

MRS BRUCKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR THAT CASE 036-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: October 8, 2018
City Council Meeting: November 5, 2018

STAFF PLANNING REPORT
Site Plan

CASE 036-18 Site Plan Review

NAME OF SITE PLAN Oak Star Bank

LOCATION: Northwest corner of Connecticut Avenue and 20th Street

APPLICANT: Oak Star Bank

PRESENT ZONING: Non-Retail Planned Overlay District (CO-PD)/Neighborhood Commercial District (C1)

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	C3-PD	C1-PD	C-1
Land Use	Duplexes	Commercial	Bank	Office

SUBDIVISION/TRACT:

Number of lots
4

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Arterial	85'
Connecticut Avenue	Arterial	70'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No. The drive entrances meet the minimum width standard. Drive entrances are located as far as possible from the intersection of 20th Street and Connecticut Avenue.

UTILITIES

Utilities are located on site and have sufficient capacity to serve this proposed development.

FLOOD PLAIN
N/A

DISCUSSION

Oak Star bank is based in Springfield and hopes to add a location to the City of Joplin. Properties along a Planned Development Corridor require a Site Plan Review with City Council approval prior to being issued a building permit. The site plan submitted shows the construction of a bank, located on 4 parcels that combine to an approximate area of 1.03 acres. The largest parcel is zoned CO-PD (Non-Retail Planned Overlay District) and the other three parcels are zoned C-1 (Neighborhood Commercial District). Properties along 20th street fall within that respective Planned Development Corridor. According to the Comprehensive Plan, the 20th Street Planned Development Corridor is designated as "Multi-Use: Residential; Commercial; Office/Institutional". Based on the Future Land Use Map and current zoning, this is an appropriate location for the proposed use.

Adjacent to the north of this proposed development are existing duplexes. The site plan shows an appropriate buffer zone between the bank and residential area. The buffer zone will include a 10-foot setback distance from the north property line to where the parking lot begins. There will be a 6-foot vinyl fence at the edge of the property line with a landscape buffer within the 10-foot setback. All pole-mounted lighting fixtures will be facing down and inward toward the center of the property to be directed away from the nearby residential area.

The proposed building footprint is 5,000 square feet with two floors, to equal a total of 10,000 square feet. The primary building material on the exterior will be cast stone, with the pop-out columns being a cement fiber board panel. Materials and design of the building meet the requirements of Planned Development Corridors. The site contains adequate off-street parking with 35 parking stalls that comply with ADA standards. Ingress/egress will be from both Connecticut Avenue on the east, and from 20th Street to the south. Landscape islands are included within the parking lot, as required.

There will be between 7 and 10 employees at this location. The proposed landscape plan meets the requirements of the Comprehensive Plan and will have a street tree for every 40 feet of Right of Way frontage. Staff has reviewed the proposed site plan and determined that it meets the Planned Corridor District requirements of the Comprehensive Plan.

Staff recommends approval of Case 036-18.

ENCLOSURES:

Site Plan

RECEIVED 9-7-18

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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

For Office Use Only
Case No: 036-18
Filing: $500.00
Date Advertised:
Date Notices Sent:
Public Hearing Date: 10/8/18

I. **Name of Project:** OAK STAR BANK

II. **Location of Project:** 20th & CONNECTICUT

III. **Name of Owner:** OAK STAR BANK

IV. **Name of Person who Prepared the Site Plan:** BARON DESIGN / RITA BARON

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	✓	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	✓	
C. Name and address of all owners of record of abutting parcels.	✓	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	✓	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions		

of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ✓ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ✓ ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ✓ ____

H. The location, height, size, materials, and design of all proposed signage. ✓ ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ✓ ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ✓ ____
2. water lines and fire hydrants; ✓ ____
3. telephone, cable and electrical systems; and ✓ ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ✓ ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ✓ ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans

for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ✓ ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ✓ ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ____ ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ____ ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ____ ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ✓ ____

2. Maximum number of employees; ✓ ____

3. Maximum seating capacity, where applicable; ✓ ____

4. Number of parking spaces existing and required for the intended use; and ✓ ____

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ✓ ____

SIGNATURE: pp. [signature] ON BEHALF OF RITA BARON DATE: 9/7/18

BY: TITLE: ARCHITECT / ENGINEER



Case 036-18: Northwest corner of Connecticut Avenue and 20th Street -- A request for a Site Plan Review to construct a bank -- Oak Star Bank