JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
MONDAY, NOVEMBER 7, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2022-285
      AN ORDINANCE providing the vacation of a utility easement lying on property described as 3209 S Range Line Rd., City of Joplin, Jasper County, Missouri.

      Documents:

      CB2022-285.PDF
      CB2022-285SUMMARY.PDF
      CD2022-285REPORT.PDF
      CB2022-285APP.PDF
      CB2022-285 MINUTES.PDF
      CB2022-285MAP.PDF

3. COUNCIL BILL NO. 2022-286
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-3 (Commercial) property as described below and located at 2323 S. Highview Ave., City of Joplin, Jasper County, Missouri.

   Documents:

   CB2022-286SUMMARY.PDF
   CB2022-286REPORT.PDF
   CB2022-286APP.PDF
   CB2022-286 MINUTES.PDF
   CB2022-286MAP.PDF
   CB2022-286.PDF

4. RESOLUTION NO. 2022-018
   A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center located at 3231 E. 12th St. in the City of Joplin, Jasper County, Missouri.

   Documents:

   RS2022-018SUMMARY.PDF
   RS2022-018REPORT.PDF
   RS2022-018APP.PDF
   RS2022-018 MINUTES.PDF
   RS2022-018MAP.PDF
   RS2022-018.PDF

8. Consent Agenda

1. Minutes Of The October 17, 2022, City Council Meeting

   Documents:

   OCTOBER 17, 2022 MINUTES.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-150
   AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with G & G Construction Company Inc., in the amount of One Hundred Fifty Thousand Eight Hundred Fifty and 00/100 Dollars ($150,850.00) for construction services associated with the Tin Cup Lift Station Rehabilitation project concerning Electrical conduits and piping on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

   Documents:

2022 10 07 NICHOLS TO LAWSON - RECOMMEND AWARD TO G AND G.PDF
BID SHEET -TIN CUP LIFT STATION 2022 EXPANSION PH I.PDF
CB2022-150.PDF
GS 2022-150 SUMMARY SHEET - TIN CUP LS ELECTRICAL AND PIPING.PDF
TIN CUP LS PH 1 AGREEMENT - G AND G UPDATED.PDF

2. COUNCIL BILL NO. 2022-154
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000.00) for the Swede Lane Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause

Documents:

CB 2022-154_EXHIBIT MAP_SWEDE LANE LS IMPROVEMENTS PROJECT.PDF
CB 2022-154_WORKAUTHORIZATION_SWEDE LANE LS IMPROVEMENTS_WA AMA 22-021 SWEDE LANE LS IMPROV 10-31-2022 COMPLETE.PDF
CB2022-154_ORDINANCE_SWEDE LANE LS IMPROVEMENTS.PDF
CB2022-154_SUMMARY SHEET_SWEDE LANE LS IMPROVEMENTS.PDF

3. COUNCIL BILL NO. 2022-156
AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with Goins Construction Company Inc., in the amount of Four Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($454,200.00) for construction services associated with the Turkey Creek WWTF Rehabilitation project concerning the Oxidation Ditch rotor replacements on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

2022 10 20 NICHOLS TO LAWSON - RECOMEND AWARD TO GOINS.PDF
AGREEMENT 2022 WITH GOINS FOR TURKEY CREEK OXIDATION DITCH ROTOR REPLACEMENT.PDF
CB2022-156.PDF
GS 2022-156 SUMMARY SHEET - OXIDATION DITCH.PDF
TCWWTF OXIDATION DITCH ROTOR REPLACEMENT BID SUMMARY .PDF

4. COUNCIL BILL NO. 2022-287
AN ORDINANCE approving Work Authorization 2 with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for developing and implementing broadband and connectivity solutions in the

not to exceed amount of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty-Eight and 00/100 dollars ($358,928.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2022-287 SUMMARY ALVAREZ AND MARSAL WA2.PDF
ORD2022-114.PDF
ALVAREZ AND MARSAL WA2.PDF
CB2022-287 ORDINANCE ALVAREZ AND MARSAL WA2.PDF

5. COUNCIL BILL NO. 2022-454
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2022 and running through September 30, 2023, for the amount of up to Thirty Three Thousand, Four Hundred Ninety-Two Dollars and Nineteen Cents ($33,492.19), 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:

CB2022-454-SUMMARY SHEET.PDF
CB2022-454-COUNCIL BILL.PDF
CB2022-454-SUPPLEMENTAL ITEM CONTRACT.PDF

6. COUNCIL BILL NO. 2022-537
AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-537 SUMMARY HEALTH INSURANCE STOP LOSS CONTRACT.PDF
CB 2022-537 ORDINANCE HEALTH INSURANCE STOP LOSS CONTRACT AGREEMENT.PDF
CB 2022-537 EXHIBIT A STOP LOSS AGREEMENT.PDF

7. COUNCIL BILL NO. 2022-612
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 2022-2023 as adopted by Council Bill 2022-534

on October 17, 2022; and containing an emergency clause.

Documents:

2022-612 SUMMARY SHEET.PDF
CB2022-612 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_PA_2023.PDF
SUPERION_OSSI_2023.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2022-009
AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs.

Documents:

CB2022-009.PDF

2. COUNCIL BILL NO. 2022-010
AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs.

Documents:

CB2022-010.PDF

3. COUNCIL BILL NO. 2022-535
AN ORDINANCE approving the job description for Park Ranger and the placement of the new position within the Salary Administration Plan for the City of Joplin.

Documents:

CB 2022-535 SUMMARY NEW PARK RANGER POSITION.PDF
CB 2022-535 ORDINANCE NEW POSITION.PDF
PARK RANGER JOB DESCRIPTION.PDF

13. Unfinished Business

14. New Business

1. 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, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:37 pm on this 3rd day of November 2022 (RSMo 610.020)

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 2012 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.

P & Z Case 055-22
Driven Brands, Inc
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-285 ORDINANCE NO.

AN ORDINANCE providing the vacation of a utility easement lying on property described as 3209 S Range Line Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying on property the Southeast Corner of S. Range Line Rd. and E. 32nd St. City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> A tract of land being part of the northwest quarter of the northwest quarter of section 19, township 27 north, range 32 west, newton county, Missouri more particularly described as follows: Beginning at point being south 88°28'40" East 232.77 feet and South 01°16'36" West 245.19 feet from the northwest corner of said section 19; Thence South 08°51'32" East 91.27 feet to a point; thence South 88°32'13" East 20.33 feet to the point of the beginning, containing 1,804 square feet or 0.04 acres.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-285 – Utility Easement Vacation

MEETING DATE:
November 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 055-22: Easement Vacation – 3209 S Range Line Rd. – A request to vacate a sanitary sewer easement – Driven Brands

BACKGROUND:
In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit Take 5 Car Wash. The utilities would be rerouted to a new easement already dedicated to the sanitary sewer gravity main.

PLANNING & ZONING COMMISSION TESTIMONY:
Logan Ellis of Anderson Engineering and representing the owner on this project. They are seeking to vacate the existing sanitary sewer easement running through the property. They are proposing to re-route the sewer around the edge of the property with a new sanitary sewer easement.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-285.
Planning & Zoning Commission recommends approval for Case 057-22 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials

Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 055-22 A request to vacate approximately 120 feet of a recorded utility easement.

APPLICANT Driven Brants, Inc

REPRESENTATIVE Rebecca McCalister

LOCATION 3209 S Range Line Rd.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 90′ x 20′

REASON FOR VACATION

In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit Take 5 Car Wash. The utilities would be rerouted to a new easement already dedicated to the sanitary sewer gravity main.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Sanitary Sewer currently exists in the easement. A new easement to reroute the sewer extension has been required to be dedicated prior to easement vacation to proceed. New sewer extension is required to be installed in the new dedication prior to existing utilities to be abandoned.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is sought to develop the empty lot. A proposed building would encroach on the existing easement, so a new easement has been recorded that makes room for the rerouting of utilities as well as the footprint of the proposed building.

Staff recommends approval of Case 055-22.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

Project #: 22-0112

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: _____
Filing Fee: $550.00
Received: _____
Date Advertised: _____
Date Notice Sent: _____
Public Hearing Date: 10-10-22

Applicant: Driven Brands Phone No.: (281) 660-9583
Address: 440 S. Church Street, Suite 700 Charlotte, NC 28202 Email: Rebecca.McAllister@drivenbrands.com
Owner: Southwest Development Properties, LLC - Brett Roubal Phone No.: 417-576-6620
Address: 1027 S. Main Ste. 200 Joplin, MO 65804 Email: b_roubal@yahoo.com
Location of Street or Easement: 3209 Rangeline Rd.

Type of Vacation: Street (Easement) Alley Plat

Instructions: Please indicate below the extent to which the following standards are met, in the applicant's opinion.

Yes	No	
X	☐	Private rights will not be injured or endangered by the vacation.
X	☐	The vacation will not cause the public to suffer a loss or inconvenience.
X	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
X	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
X	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☒ ☐ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

☒ ☐ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 8-10-2022

18-7522 - JOPLIN
SANITARY EASEMENT DESCRIPTION (VACATION)
JULY 22, 2022

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING S88°28'40"E 232.77 FEET AND S01°16'36"W 245.19 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE S08°51'32"E 91.27 FEET TO A POINT; THENCE N82°45'13"W 20.81 FEET TO A POINT; THENCE N08°51'47"W 89.14 FEET TO A POINT; THENCE S88°32'13"E 20.33 FEET TO THE TO THE POINT OF BEGINNING, CONTAINING 1,804 SQUARE FEET OR 0.04 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS, RESTRICTIONS OF RECORD.

LETTER OF TRANSMITTAL

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS SPRINGFIELD, MO 65807 (417) 866-2741

DATE 08/12/22 JOB NO. 22SP10091

ATTENTION: **Keegan Stanton**

RE: **Take 5 – Joplin Car Wash Sewer Easement Vacation Fee and Application**

Planning Development & Neighborhood

602 S. Main St.

Joplin. MO 64801

Phone: 417-624-0820 ext 1511

WE ARE SENDING YOU ■ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ■ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ 3 ½" Disk ☐ Storm Drainage Report

Copies	Dwg. No.	Dated	Description
1		08/11/22	Check#081385
1			Easement Vacation Description and Exhibit
1		08/10/22	Vacation Application Signed.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval

☐ For your submittal ☐ Approved as noted ☐ Submit ____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints

☐ For review and comment ☐ Other

☐ FOR BIDS DUE _____ 20___ ☐ Prints returned after loan to us

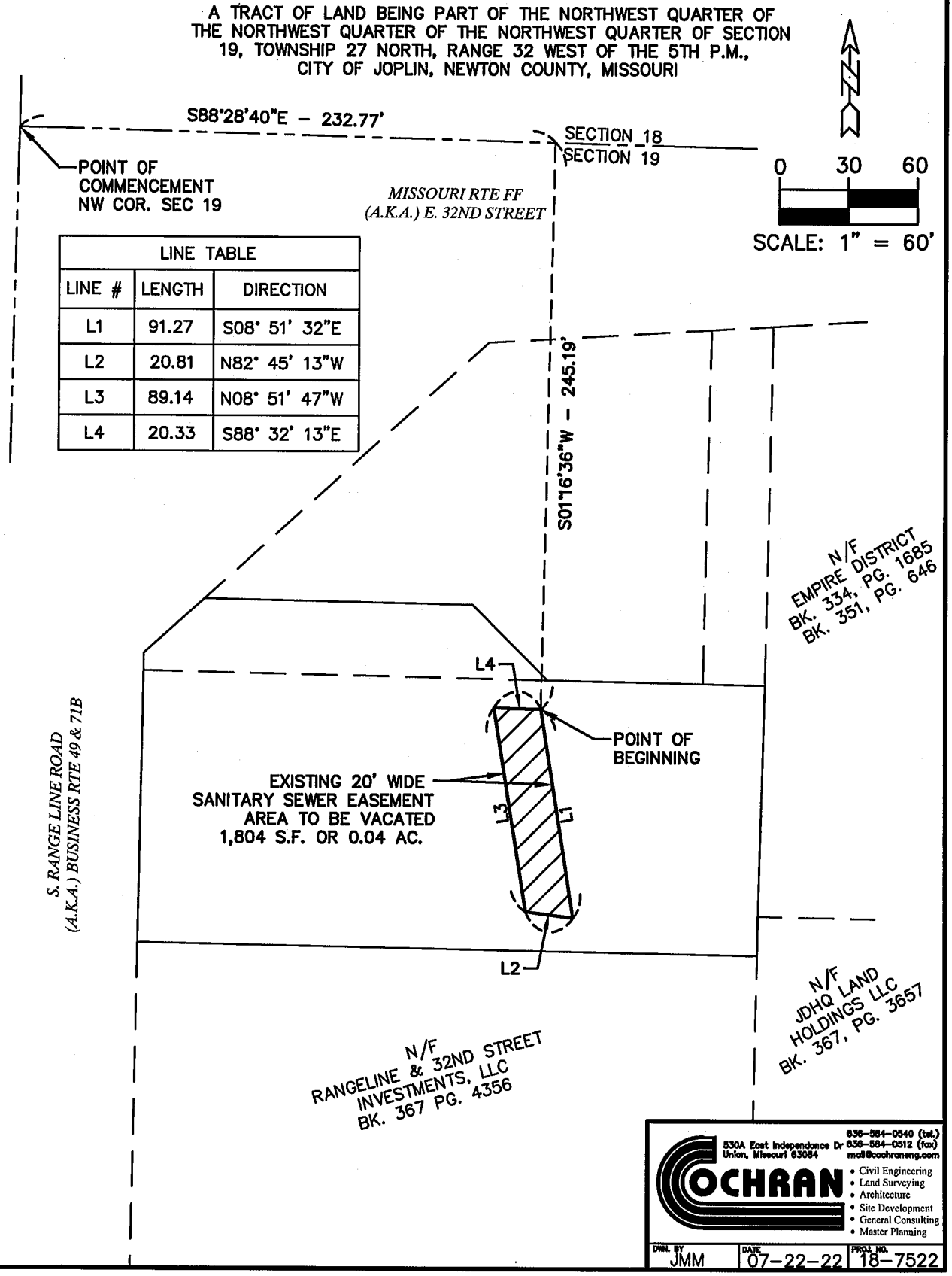
REMARKS: Please call (417) 866-2741 if you have any questions.

COPY TO:

SIGNED:_____
Amanda Johnson

EXHIBIT "A"

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	91.27	S08° 51' 32"E
L2	20.81	N82° 45' 13"W
L3	89.14	N08° 51' 47"W
L4	20.33	S88° 32' 13"E

COCHRAN
530A East Independance Dr
Union, Missouri 63084
636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochraneng.com
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning

DWN. BY	DATE	PROJ. NO.
JMM	07-22-22	18-7522

Case 055-22: Easement Vacation

3209 S. Range Line Rd. -A request to vacate a sanitary sewer easement-Driven Brands

Logan Ellis, 811 E. 3rd Street, Joplin, Missouri. Mr. Ellis is employed by Anderson Engineering and representing the owner on this project. They are seeking to vacate the existing sanitary sewer easement running through the property. They are proposing to re-route the sewer around the edge of the property with a new sanitary sewer easement. Mr. Ellis stated he would be available to answer any questions proposed.

Mr. Kimble asked if the Commission had any questions for Mr. Ellis.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 055-22.

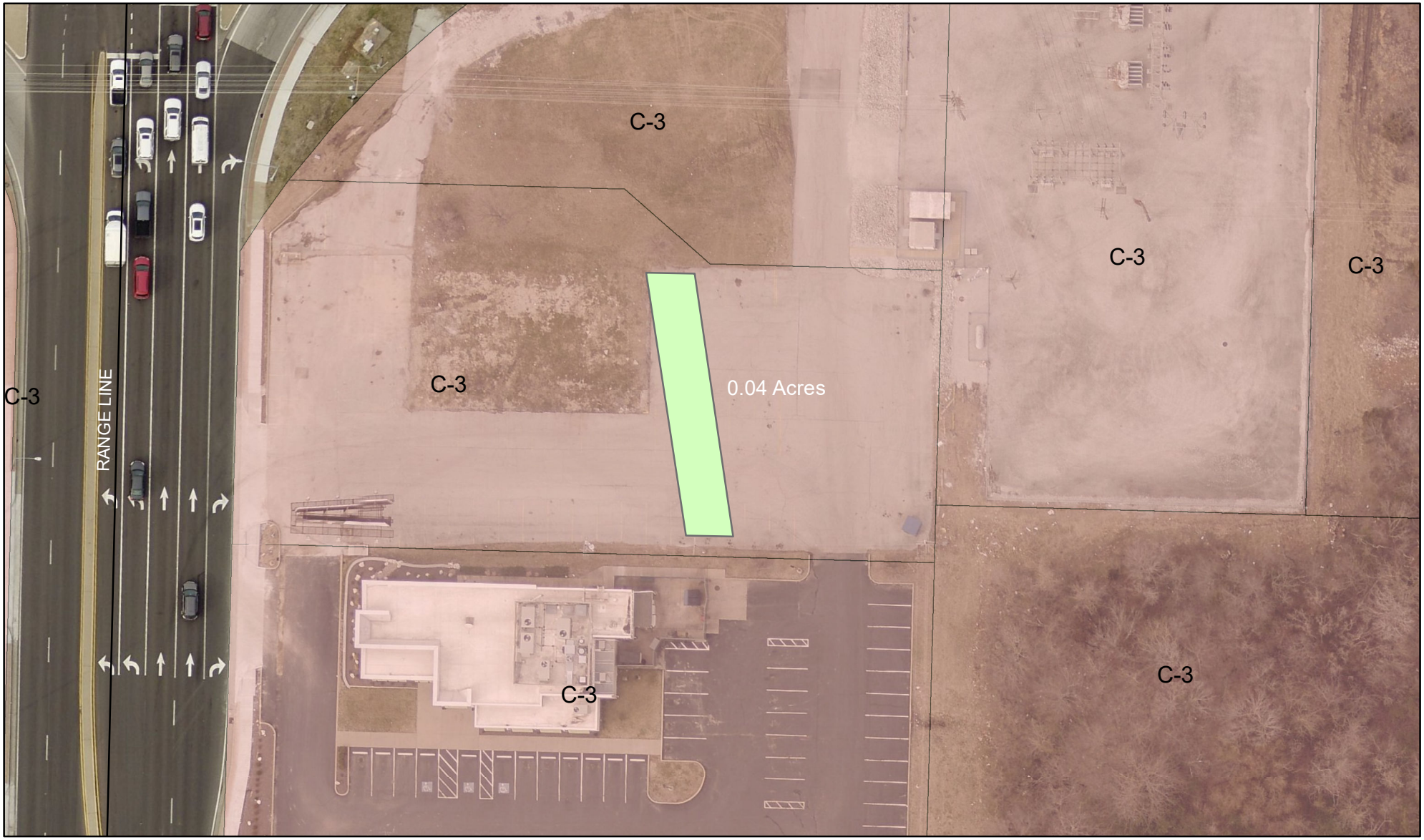
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 055-22.

There were none.

MR. ROSENBERG MOVED THAT CASE 055-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAYS)

Case 055-22: Utility Easement Vacation - 3209 S. Range Line Rd. - Driven Brands



3209 S Range Line Rd. - A request to vacate a utility easement - Driven Brands

N

0 25 50 100 150 200 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-286 – Zoning District Change

MEETING DATE:
November 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 057-22: Rezoning – 2323 S. Highview Ave – A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development – Jack Frost

BACKGROUND:
The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent contain an existing commercial use, a vacant property and residential use across the right-of-way. While access is limited to a local street, Highview Ave right-of-way exceed the standards width by 10′ for the street classification to accommodate higher volume. This request to rezone to C-3 is along the S. Highview Ave. The Comprehensive Plan does indicate that this is retail commercial corridor.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jack Frost, 15 Quail Ridge, Joplin, Missouri. Mr. Frost proposed to change this facility from industrial to commercial. He stated they sold the property under a commercial listing not an industrial listing. He stated they discovered during a pre-development meeting that this rezoning would need to occur. He stated this is the first step in the process.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-286.
Planning & Zoning Commission recommends approval for Case 057-22 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: October 10, 2022
City Council Meeting: November 7, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 057-22 A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development

LOCATION 2323 S. Highview Ave.

APPLICANT Jack E. Frost

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant Storage	0.86 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-3	R-1	R-3-PD
Land Use	Vacant	Commercial	Commercial	Apartments

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Highview Ave.	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is located on the western extent, while not on, the South Range Line Corridor. C-3 zoning is appropriate in that context.

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

The current zoning of M-2 is not suitable for the property. The heavy industrial zoning is a conflicting use with the surrounding commercial and residential uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent contain an existing commercial use, a vacant property and residential use across the right-of-way. While access is limited to a local street, Highview Ave right-of-way exceed the standards width by 10′ for the street classification to accommodate higher volume.

DISCUSSION

This request to rezone to C-3 is along the S. Highview Ave. The Comprehensive Plan does indicate that this is retail commercial corridor.

Staff recommends approval of Case 057-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 057-22
Filing Fee: $550.00
Received: 9/1/22
Date Advertised: _____
Proj. No.: 22-0119
Public Hearing Date: 10-10-2022

Applicant: Jack E. Frost Phone No.: 417-439-5700
Address: 15 Quail Ridge Joplin Mo 64804 Email: jfrost@roperauto.com
Owner: Jack E. Frost Phone No.: 417-439-5700
Address: 15 Quail Ridge Joplin, Mo. 64804 Email: jfrost@roperauto.com
Location of Property: 2323 S. Highview Joplin, Mo. 64804
Present Use of Property: non-used, recent purchase Zoned M-1
Proposed Use of Property: Commercial Business Zoned C-3
Current Zoning: M-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	C3 / open lot	C3
South	C3 / 3 story building	C3
East	C3 / Strip Mall	C3
West	R Duplexes	R

Character of the Neighborhood: _____

Relationship to Existing Zoning Pattern:

Yes No

☐ ☑ Would proposed change create a small, isolated district unrelated to surrounding districts?

☑ ☐ Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: commercial zoning needed to use building as desired

Conformance with Comprehensive Plan:

Yes No

☑ ☐ Consistent with Development Policies?

☑ ☐ Consistent with Future Land Use Map?

Traffic Conditions:

Yes No

☐ ☑ Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: Highview

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes No

☐ ☑ Is platting required?

☑ ☐ Are lots appropriately sized?

☑ ☐ Is street right-of-way appropriately sized?

☑ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☑	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 8/31/2022

Case 057-22: Rezoning

2323 S. Highview Ave.-A request to remove from District M-2 (Restricted Industrial) and include in district C-3 (Commercial) for future commercial development-Jack Frost.

Mr. Jack Frost, 15 Quail Ridge, Joplin, Missouri. Mr. Frost proposed to change this facility from industrial to commercial. He stated they sold the property under a commercial listing not an industrial listing. He stated they discovered during a pre-development meeting that this rezoning would need to occur. He stated this is the first step in the process. Mr. Frost made himself available to answer any questions the Commission may have.

Mr. Kimble asked if there were any questions from the Commission on Case 057-22.

There were none.

Mr. Kimble asked if anyone wanted to speak in favor of Case 057-22.

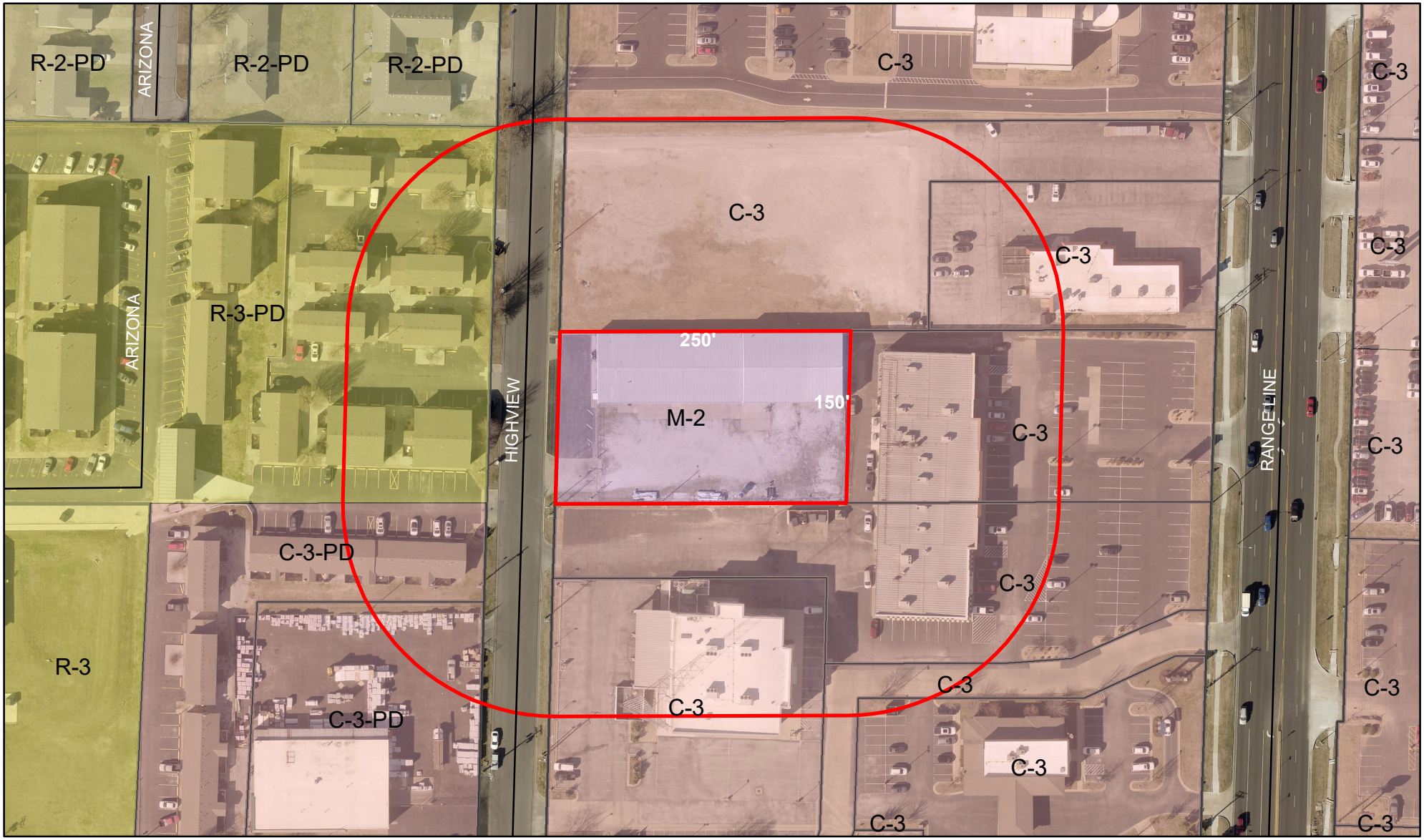
There were none.

Mr. Kimble asked if anyone wanted to speak in opposition of Case 057-22.

There were none.

MR. JACKSON MOVED THAT CASE 057-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAYS)

Case 057-22: Rezoning - 2323 S Highview Ave.



2323 S Highview Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development - Jack Frost

N

0 50 100 200 300 400 Feet

P & Z Case 057-22
Jack Frost
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-286 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2(Heavy Industrial) and including in District C-3 (Commercial) property as described below and located at 2323 S. Highview Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District C-3 (Commercial).

All that part of miscellaneous tract 27 in section 13, township 27, range 33, in the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the northeast corner of the southeast quarter (SE1/4) of the northeaster quarter (NE1/4) of said section 13, thence south along the east line of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) 552.40 Feet, thence south 88°12' West 376.62 feet to the true point of beginning, thence south 88°12' West 250 feet to the east right-of-way line of Highview Avenue 150 feet, thence east 250 feet, thence south 150 feet to the point of beginning, except any part thereof taken, deeded or used for road purposes, commonly known as 2323 Highview, Joplin, MO.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS 2022-018 – Special Use Permit

MEETING DATE:
November 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 058-22: Special Use Permit – 3132 E. 12th St. – A request for Special Use Permit (1st Request) for the expansion of existing permitted special use – Elite Preparatory School, LLC

BACKGROUND:
This property is currently operating as a Day Care Center. A planned addition to the facility is necessitating a new special use permit to increase the number of allowed children to the requested number of 76.

PLANNING & ZONING COMMISSION TESTIMONY:
Baily Austin, 3132 E. 12th St., Joplin, Missouri. Ms. Austin stated she is speaking on behalf of her business, Elite Preparatory School. She stated they have been in business for five years and got a permanent special use permit. It was zoned residential and then they got the special use permit for commercial to operate the childcare and preschool. She stated they want to expand their business and they are requesting a special use permit for the expansion.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Resolution 2022-018.
Planning & Zoning Commission recommends approval for Case 057-22 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials

Map

Z&P Meeting: October 10, 2022
City Council Meeting: November 7, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 058-22 A request for a Special Use Permit (1st Request) for the operation of a day care center.

LOCATION 3132 E. 12st

APPLICANT Elite Preparatory School

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2 Two-family Residential	Day care center	Approximately 0.96 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	C-3	R-2
Land Use	Two-family Residential	Two-family Residential	Commercial	Two-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 12th St.	Local	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

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

Being located on 12th St. just east of a major arterial (Range Line Rd.), provides access to the use on the southern extent of a residential neighborhood. This location provides access to the community without the need for limited traffic to pass through a neighborhood while still being accessible to the adjacent neighborhood.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The proposed use will be required to follow the conditions set forth below regarding noise, lighting, and health requirements in order to ensure the public health, safety, and welfare will be protected. As a facility that cares for children, additional protections are required by the state. This day care facility is already in operation under a permanent special use permit. The applicant is proposing an addition to increase the operation up to 76 children. This requires a new special use permit to be obtained as the facility would be exceeding the conditions of the special use permit already in place.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

With extensive residential neighborhoods surrounding this property, the proposed use of a facility caring for children is compatible with the area. The facility is already in operation and appearance is compatible with a residential neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

Any permanent or semi-permanent structure will be required to meet the height requirements of the R-2. The addition will have the same requirements.

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 INJUIOUS EFFECT.

Limited parking for up to 14 vehicles will be provided on-site. (2.5 per 1000 sf)

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the

street. No planned addition will require building application review as part of approvals.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of a day care center. The center would provide up to 10 off-street parking spaces and operate Monday through Friday, from 7 AM to 5:30 PM.

This property is currently operating as a Day Care Center. A planned addition to the facility is necessitating a new special use permit to increase the number of allowed children to the requested number.

CONDITIONS

1. This Special Use Permit is issued to Elite Preparatory School, LLC for the operation of Day Care Center use at 3132 E. 12th St.
2. The permit shall be permanent.
3. Off-street parking for at least ten (14) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 3132 E. 12th St. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map

SPECIAL USE PERMIT APPLICATION

Project #: 22-0120

Return Form to:
Office of the Planning/Community Development Manager
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 058-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 10-10-2022

APPLICANT: Elite Preparatory School, LLC PHONE: 417-691-8176

ADDRESS: 3132 E. 12th St. Joplin, mo 64801 EMAIL: bailyaustin@eliteprepjoplin.com

OWNER: Baily Austin & Melody Fitch PHONE: 417-691-8176

ADDRESS: EMAIL:

LOCATION/ADDRESS OF PROPERTY: 3132 E. 12th St. Joplin, mo 64801

PRESENT ZONING CLASSIFICATION: Residential ACREAGE:

PRESENT USE OF PROPERTY: Preschool / Child Care Center

PROPOSED LAND USE ACTIVITY: Preschool / Child Care Center (adding mo current building to serve 76 children)

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North		Residential
South		Residential
East		Residential
West		Residential

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.	X	

Continues on following page

ARTICLE 10

SPECIAL USES

SPECIAL USE PROCEDURE

Certain uses or exceptions are permitted in some zoning districts, only when a special use permit has been obtained from the City Council. Such uses require special study with respect to specific location and design considerations to assure that they will have minimal negative impact on surrounding properties.

The applicant shall first meet with the Planning/Community Development Manager to receive a full explanation of the zoning and special use requirements and an application form.

The applicant shall submit a **completed** application form to the Office of the Planning Division and pay the appropriate fee. The application shall include a plan showing existing and proposed structures on the property in question, adjacent property, parking spaces, driveways, and other information as required by the adopted zoning regulations. An application shall not be processed unless it has been fully completed, the fee paid, and all required information submitted.

The Planning/Community Development Manager shall then schedule consideration of the application at the next regular meeting of the Planning and Zoning Commission. The Office of the Planning / Community Development Manager shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least 15 days prior to the hearing and follow the adopted procedures for considering a special use permit as prescribed in the zoning regulations.

The Planning and Zoning Commission shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. The public hearing may be adjourned from time to time and, upon its conclusion, the Planning and Zoning Commission shall prepare and adopt its recommendation to the City Council. This recommendation shall be submitted along with an accurate record of the public hearing.

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

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

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

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. X ____

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

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

ATTACHMENTS REQUIRED:
1. One copy of a legal description of the property on which the use is to be located (deed or certified survey). Must be legible.
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 affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. One copy of a site plan of the property.

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: 7a 5:30 p.m.
2. Days of Operation: Monday - Friday
3. Number of Off-street Parking Spaces: 40
4. Signs (Generally signs are limited to one sign not larger than 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): _____
5. Number of Assistants or Employees: 16
6. Nature of the Business: Child Care facility

7. Location of the Business: 3132 E. 12th St. Joplin, MO 64801

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: _____ DATE: 5/2·

BY: _____ TITLE: _____

Dunn, Lindsay

From: Baily Austin <baustin@wcr7.org>
Sent: Friday, February 23, 2018 1:46 PM
To: Dunn, Lindsay
Subject: Elite Preparatory School, LLC Legal Listing

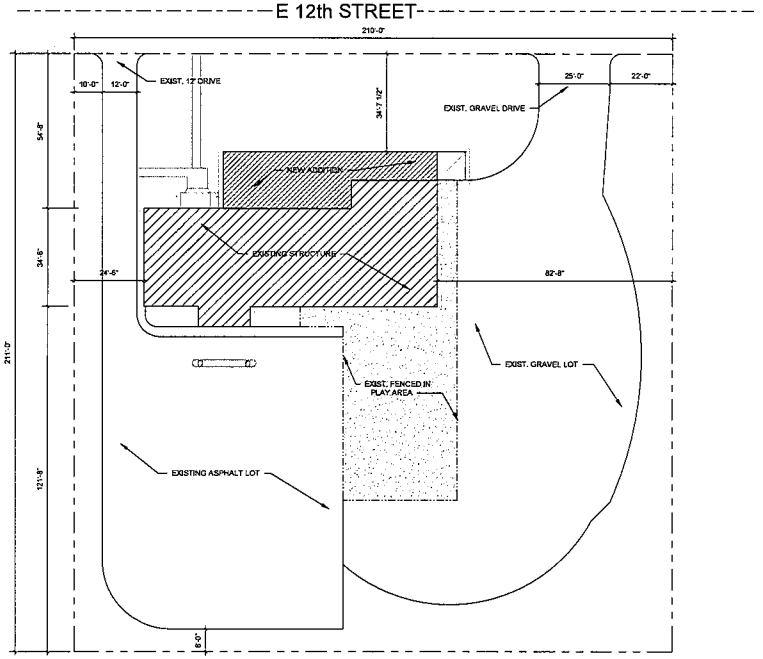
All of the east one hundred feet of lot numbered 11 in Hatten's third addition to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof. and all of the west one half of the following described tract: beginning at a point 190 feet north and 30 feet west of the southeast corner of the south half of lot numbered 2 of the northwest fractional quater NW 1/4 of section 7, township 27, range 32, in the city of Joplin, Jasper County, MIssouri, thence west 220 feet, thence north 200 feet to the south line of twelfth street thence east 220 feet, to the west line of peters avenue, thence south along the west line of peters avenue 200 feet to the point of beginning. Alos known as the west 1/2 of lot numbered 12 in Hatten's third addition in the city of Joplin, Jasper County, Missouri.

--

New Addition To:

Elite Preparatory School, LLC

3132 E. 12th St. Joplin, MO 64801



Architectural Site Plan

SCALE: 1" = 20'-0"

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
417.624.8972
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

Revisions

By

New Addition To:
Elite Preparatory School
3132 E. 12th St. Joplin, MO 64801

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-6617

Drawn By
Checked By
Date: 7-6-2020
Scale: 1" = 20'-0"
Job Number: 2052
Title Sheet

T1

Case 058-22: Special Use Permit

A request for special use permit (1st request) for the expansion of existing permitted special use-Elite Preparatory School

Baily Austin, 3132 E. 12th St., Joplin, Missouri. Ms. Austin stated she is speaking on behalf of her business, Elite Preparatory School. She stated they have been in business for five years and got a permanent special use permit. It was zoned residential and then they got the special use permit for commercial to operate the childcare and preschool. She stated they want to expand their business and they are requesting a special use permit for the expansion.

Mr. Kimble asked if there were any questions from the Commission on Case 058-22.

Ms. Phillips asked about the parking. Ms. Phillips referred to page two and questioned the limited parking on-site for 14 vehicles but on the next page it stated the off-street parking which is the same as on-site stated it was 10. So, are you increasing the amount of parking. Ms. Austin stated they have a gravel lot that can accommodate additional parking, but the asphalt lot can hold at least 14 vehicles. She stated they have had special events and the lot will hold up to 40 vehicles on the lot and in the gravel. She stated they have plans to asphalt the gravel lot when they do their expansion.

Mr. Kimble asked if there were any additional questions from the Commission on Case 058-22.

Mr. Rosenberg asked Ms. Austin how many children they were presently licensed for at their facility.

Ms. Austin stated they are currently licensed for 67 and seeking to expand to 76. Ms. Austin stated presently they have 40 enrolled but they are licensed for 67. They base it on the size of the facility.

Ms. Steele stated she is assuming the facility is full.

Ms. Austin stated most classes are full and they have a couple of openings in the two-year-old class. Currently they offer classes for 2-12 because they do offer a summer camp. Presently, they do not have any kids aged 12 but they are wanting to expand to offer childcare for infants to toddlers because there is a need in the area.

Mr. Kimble asked if anyone wanted to speak in favor of Case 058-22.

There were none.

Mr. Kimble asked if anyone wanted to speak in opposition of Case 058-22.

There were none.

Ms. Phillips asked a question to Mr. Bolander. Ms. Phillips asked if this would not be temporary any longer. She asked if the permit was permanent and if it would go with the owner not the building.

Mr. Bolander stated, that is correct. He stated she had a permanent one from last time. He stated the City had not received any complaints on this operation. The State had not received any complaints so we felt even though she is enlarging it would be appropriate to extend it as permanent special use permit. He stated she must continue to follow the conditions, but she will not have to come back every two years to renew it.

MS. STEELE MOVED THAT CASE 058-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAYS)

Case 058-22: Special Use Permit - 3132 E 12th.



3132 E 12th St. - A request for permanent special use permit - Elite Prepatory School

N

0 55 110 220 330 440 Feet

RESOLUTION NO. 2022-018

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center located at 3231 E. 12th St. in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 7, 2022, in compliance with said request.

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

That a Special Use Permit be granted to Elite Preparatory School, LLC for the operation of a Day Care Center located in the City of Joplin, Missouri, on the following described real estate, to-wit:
All of the east on hundred feet of lot numbered 11 in Hatten's third addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and all of the west one half of the following described tract: beginning at a point 190 feet north and 30 feet west of the southeast corner of the south half of lot numbered 2 of the northwest fractional quarter NW1/4 of section 7, township 27, range 32, in the City of Joplin , Jasper County, Missouri, thence west 220 feet, thence south along the west line of Peters avenue 200 feet to the point of beginning. Also know as the west ½ of lot numbered 12 in Hatten's third addition in the City of Joplin, Jasper County, Missouri.

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 Elite Preparatory School, LLC for the operation of Day Care Center use at 3231 E. 12th St.

2. The permit shall be valid permanently upon approval.

3. Off-street parking for at least fourteen (14) vehicles shall be provided.

4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.

5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.

6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.

8. The operator of the facility located at 3132 E 12th St. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August

30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.

9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

10. Any other conditions set by the City Council of the City of Joplin.

11. In the event any of these conditions are violated at any time during the operation of the Day Care Center, the City may revoke this Special Use Permit.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CITY COUNCIL
OCTOBER 17, 2022
MEETING MINUTES

CALL TO ORDER

The October 17, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Doug Lawson.

ROLL CALL

Answering Roll Call were Council Members: Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Motion by Mr. Cortez, second by Mr. DeTar to excuse the absence of Mr. Copple. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

PRESENTATIONS

Buckle Up Phone Down Proclamation

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Third Thursday in downtown Joplin is a fun community event for the whole family. This Thursday, October 20, is the final Third Thursday of the season and it's the spookiest time of the year! Join the Zombie Walk, visit the Trunk or Treat, show off your costumes, and visit some of the most haunted spots downtown. Third Thursday is held from 5:30 p.m. to 8:30 p.m. Everyone is invited to enjoy local artisans, music, entertainment, and food.

Reliable Childcare is a topic of a panel discussion that will take place on Thursday, October 20. Missouri lost more than 12% of its childcare businesses since the start of the pandemic. The evening meeting will focus on how to increase the supply of childcare in the SW region of Missouri and will be held from 6:30 to 8 p.m. at the Joplin Advance Training and Technology Center at 420 Grand Avenue.

Everyone is welcome and the hosts are hoping to visit with many interested people, from policymakers, caring community members, human resource representatives, business owners and managers, childcare providers and others.

The discussion is hosted by the Missouri Dept. of Social Services, the MoKan Partnership and the Alliance of Southwest Missouri. More information can be found from these organizations.

Join Joplin Parks & Recreation at 7 pm on Friday, October 21st for their annual Old-Fashioned Hayride! This FREE event will be held at McClelland Park, located at 44th and McClelland Boulevard.

The event will feature many family-friendly activities, including a hayride, making s'mores, yard games, and a movie in the park. S'mores kits will be handed out on a first-come, first-serve basis. Guests are encouraged to bring sticks to roast their marshmallows over the bonfires. The Salvation Army will be on hand providing hot chocolate to event guests. The Halloween-themed movie, “Hocus Pocus” will be shown during the event on the Department's giant inflatable movie screen. The Creative Learning Alliance will also be on site with some fun STEAM activities for people to try out!

Governor Parson has declared Friday, Oct. 21 as Missouri Buckle Up Phone Down Day. The Joplin Health Department is working with multiple Coalitions to reduce car crashes, as it is the number one cause of deaths in teenagers.

This Friday, the State of Missouri is pushing for ZERO fatalities on roadways. One way to do this is if everyone would buckle up every time they are in the car, put their phone down, or set it to “do not disturb” while driving. Distracted driving is on the rise. Distracted driving can also include “impaired” driving due to alcohol, drugs, excessive sleepiness, and other activities people do when driving.

Assistant Police Chief Brian Lewis will be on a local television morning show tomorrow talking about these same things in conjunction with the campaign.

The Health Department staff are willing to attend events to showcase the risks involved and offer guidance and tips. They have several resources such as Parent/Teen Contracts, and other info to hand out, along with some interactive props that people have enjoyed while learning more about Buckle Up Phone Down efforts. To learn more about this please call them at 623-6122, ext. 1254. They are looking for as many opportunities as possible to share this information.

Meanwhile, Show Me Zero this Friday, on MO BUPD day!

For more information or questions about these announcements please visit our website or find us on Facebook. Thank you.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Ms. Spencer to approve the Consent Agenda. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Minutes of the October 3, 2022, City Council Meeting

COUNCIL BILL NO. 2022-282 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234 N. Duquesne Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-153.**

COUNCIL BILL NO. 2022-283 - AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-154.**

COUNCIL BILL NO. 2022-284 - AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-155.**

COUNCIL BILL NO. 2022-611 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-156.**

RESOLUTIONS

RESOLUTION NO. 2022-016

Mr. DeTar introduced Resolution No. 2022-016 - A RESOLUTION of the City of Joplin, Missouri, supporting the intent to apply for a Land and Water Conservation Fund Grant for the Landreth and Dover Parks Trail Connector and Underpass and committing to the completion of the project as set forth in the grant requirements, if awarded. Motion by Mr. DeTar second by Ms. Williams to approve Resolution No. 2022-016. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

RESOLUTION NO. 2022-017

Mr. Stinnett introduced Resolution No. 2022-017 - A RESOLUTION to appoint new temporary members to the Finance Committee and to amend the charge of the Committee to include the review of City finances and recommend a long-term solution for employee compensation and staffing needs. Motion by Mr. Stinnett, second by Mr. DeTar to approve Resolution No. 2022-017. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-452

Mr. Stinnett introduced Council Bill No. 2022-452 - 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. DeTar that Council Bill No. 2022-452 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-157**.

COUNCIL BILL NO. 2022-453

Dr. Farnham introduced Council Bill No. 2022-453 - 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 Dr. Farnham, second by Mr. DeTar that Council Bill No. 2022-453 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-158**.

COUNCIL BILL NO. 2022-532

Ms. Spencer introduced Council Bill No. 2022-532 - AN ORDINANCE approving a renewal by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Ms. Spencer, second by Dr. Farnham that Council Bill No. 2022-532 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-159**.

COUNCIL BILL NO. 2022-533

Mr. Cortez introduced Council Bill No. 2022-533 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Williams that Council Bill No. 2022-533 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-160**.

COUNCIL BILL NO. 2022-534

Mr. DeTar introduced Council Bill No. 2022-534 - AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2022, to October 31, 2023, 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. DeTar, second by Ms. Williams that Council Bill No. 2022-534 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-161**.

COUNCIL BILL NO. 2022-535

Mr. DeTar introduced Council Bill No. 2022-535 - AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2022, to October 31, 2023, 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. DeTar, second by Mr. Cortez that Council Bill No. 2022-535 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, and Williams, 5. Nays: Farnham, Spencer, Stinnett, 3. Absent: Copple, 1. The Council Bill moved to Second and Third Reading at the November 7, 2022, meeting.

COUNCIL BILL NO. 2022-536

Mr. Stinnett introduced Council Bill No. 2022-536 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2022-536 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-162**.

COUNCIL BILL NO. 2022-613

Dr. Farnham introduced Council Bill No. 2022-613 - AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023, to adjust appropriations and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Cortez that Council Bill No. 2022-613 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-163**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-009

Mr. DeTar introduced Council Bill No. 2022-009 - AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs. Motion by Mr. DeTar, second by Ms. Williams to that Council Bill No. 2022-009 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 7. Nays: Farnham, 1. Absent: Copple, 1. The Bill was read as Council Bill No. 2022-009.

COUNCIL BILL NO. 2022-010

Mr. Cortez introduced Council Bill No. 2022-010 - AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-010 be passed on first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 7. Nays: Farnham, 1. Absent: Copple, 1. The Bill was read as Council Bill No. 2022-010.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mayor Lawson read a Proclamation for Fort Myers, Florida and asked Council if they approved of sending it to Fort Myers.

Motion by Mr. Cortez, second by Dr. Farnham to approve the Proclamation for Fort Myers Florida. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

The meeting was adjourned at 6:57 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

October 7, 2022

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Tin Cup Lift Station Expansion – Phase 1

Dear Mr. Lawson:

We have reviewed the bids received October 6th, 2022, for the referenced project. G&G Construction Co. Inc. has indicated that they intend to contract with the City to construct the project. G&G Construction Co. Inc. is not presently debarred, and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract to G&G Construction Co. Inc. in the amount of $150,850.00 for the referenced project. This is within the Engineers Estimate and lower the next bid.

A copy of the bid tabulation, Notice of Award, and Agreement for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return the documents to me. A copy of G&G's Bid and Bid Bond have also been included with this letter for your records.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

Public Works Department
Engineering Division
602 S Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: Tin Cup Lift Station 2022 Expansion – Phase I
DATE OF BID OPENING: October 6th, 2022 10:00 a.m.

CONTRACTOR	TOTAL BASE BID
G & G Construction, Inc.	$150,850.00
Goins Enterprises, Inc.	$189,440.00
ENGINEER'S ESTIMATE	$200,000.00

COUNCIL BILL NO. 2022-150 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with G & G Construction Company Inc., in the amount of One Hundred Fifty Thousand Eight Hundred Fifty and 00/100 Dollars ($150,850.00) for construction services associated with the Tin Cup Lift Station Rehabilitation project concerning Electrical conduits and piping on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the construction agreement by and between the City of Joplin and G & G Construction Inc., in the amount of One Hundred Fifty Thousand Eight Hundred Fifty and 00/100 Dollars ($150,850.00) for construction services associated with the Tin Cup Lift Station Facility for Electrical Conduits and Piping on behalf of the City of Joplin; true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of G & G Construction's work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, G & G Construction Company Inc., shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2022 by a_____vote.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

COUNCIL BILL NO. 2022-150 **ORDINANCE NO**

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-150
Construction agreement between the City of Joplin and G & G Construction, Inc. and containing an emergency clause.

MEETING DATE
November 7, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2022-150 Ordinance; Agreement between the City of Joplin and G & G Construction, Inc.; Bid Summary; Letter of Recommendation from AMA

REVIEWED BY
Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with G & G Construction, Inc., for the rehabilitation of the Tin Cup Lift Station Rehabilitation Project updating electrical and piping in the not to exceed amount of One Hundred Fifty Thousand Eight Hundred Fifty and No/100 Dollars ($150,850.00)

BACKGROUND
This is an emergency measure as (2) of the (3) 40hp pumps and (1) of the (2) 100hp pumps have clogged and are not performing properly. This lift station receives a large amount of flow containing high amounts of grease and grime. Many industries and restaurants in the City send their waste to this lift station which serves approximately the south half of Joplin. The auger at the lift station that normally removes the grease, rags, and trash from the bar screen discharge was broken. While this piece of equipment was out of service most of the grease, rags, and trash normally removed before pumping were pumped. This certainly contributed to the current pump issues. The auger has since been replaced, and (3) new 50 hp pumps have been ordered to replace the (3) 40hp pumps in this lift station. The pumps are on order and because of their approximately twenty-six week arrival should be in place in late November or early December.
This Construction agreement directs the contarctor for the rehabilitation and installation of pumps, panel boards, soft starts for pumps, conduits and wiring for the pumps being replaced, and to accommodate future pumps that will be installed with the installation of the parallel Force Main. This lift station handles up to 7.5 Million Gallons a Day (MGD). The plan is to approximately double this capacity to 15 Million Gallons a Day (MGD) with the replacement of current pumps and addition of (2) more pumps.
City staff bid this out as part of the City's procurement policy with G & G having the lowest bid. Public Works intends to provide construction inspection and administration oversight during the project.

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FUNDING SOURCE
Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving construction agreement on an emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company Inc. Address: 641 E Java Street, Carthage MO 64836	
Attention:		Attention: Curtis Garner	
Department:		Phone: (417) 358-7898	Fax:
Phone:	Fax:	Tin Cup Lift Station Expansion – Phase 1	

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

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

Tin Cup Lift Station Expansion – Phase 1

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 150 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Fifty Thousand Eight Hundred Fifty DOLLARS ($150,850.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (2021-Standards-and-Specifications-PDF (joplinmo.org)) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Fifty Thousand Eight Hundred Fifty DOLLARS ($150,850.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____
Dan Johnson, P.E.
Public Works Director

_____
Peter Edwards, City Attorney

END OF SECTION 00 52 00

CB 2022-154 EXHIBIT MAP - SWEDE LANE LIFT STATION IMPROVEMENTS PROJECT



CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker Sanitary Sewer Engineer		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Swede Lane LS Improvements	

WORK AUTHORIZATION NUMBER AMA-OC-22-021
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-22-021 exceed the sum of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000).

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, 2022, 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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

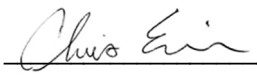
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 10/24/2022

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-22-021 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Swede Lane Lift Station Improvements)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of pumps and possibly electrical modifications to increase pumping capacity at the existing Swede Lane lift station in the City of Joplin.

1.1.3.2 Design of the addition of approximately 3,600 LF of 8-inch diameter gravity force main from the proposed Emerald Glades subdivision to the existing gravity sewer line, south of the Swede Lane Lift Station.

1.1.3.3 Bidding and Construction Phase Engineering for the modifications and improvements at the existing facilities and to the force main.

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 2 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

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

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

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

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

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

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount

recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction

conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

reasonably.

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

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

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

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

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

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.5.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 120 consecutive calendar days from that date.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $192,000 as set forth in Work Authorization Number AMA–OC-22-021 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1 and 1.1.3.2 and 1.2.1 through 1.2.9)	$88,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$38,000	
Subtotal Standard Project Engineering Services		$126,000
Additional Project Engineering Services		
Resident Project Representation Services (Part Time) (Paragraphs 1.1.3.4 and 1.4)		$60,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$6,000
Total Estimated Maximum Fee – All Services		$192,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

Classification	Hourly Billing Rate 01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2022-154 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000.00) for the Swede Lane Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Funds.

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. Specifically, adoption of this Council Bill on an emergency basis allows the design of the lift station improvements to occur prior to the lift station receiving flows from the Emerald Glades subdivision.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-154

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-154 Work Authorization with Allgeier, Martin and Associates, Inc. for the Swede Lane Lift Station Improvements project; and containing an emergency clause.

MEETING DATE
November 7, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-154 Ordinance; Work Authorization AMA-OC22-021; Exhibit Map

REVIEWED BY
Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Swede Lane Lift Station Improvements Project in the not to exceed amount of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000.00).

BACKGROUND
Situated in the northernmost part of Joplin, the Swede Lane Lift Station (LS) serves the Logan's Run subdivision, Joplin's north industrial park, and the Joplin Regional Airport; the FEMA trailer park was also served by this LS. Recently, a developer proposed to build the 278-home subdivision, Emerald Glades, along N. St. Louis Ave. Te developer proposed to build a new lift station, which would be connected to the same force main from the Swede Lane lift station. City staff hired AMA to evaluate the operational impact on the Swede Lane LS if another lift station connected to its force main. Noting that the 2020 Wastewater Facilities Plan had recommended upgrades to the Swede Lane LS as a priority, AMA recommended that the City have the developer connect its proposed subdivision by gravity to the Swede Lane LS, rather than assuming ownership and maintenance of another lift station, along with experiencing the effects of further impairment of the lift station's operations. The Swede Lane LS's existing valves appear to have reached the end of their useful life, as evidenced by heavy corrosion. Furthermore, this LS's reliability is already hindered because its existing pumps do not provide a scouring velocity within the force main, resulting in the buildup of solids within its mile-long piping. Not only does this result in a smaller opening within the pipe for flows, it also promotes the generation of unpleasant odors and corrosive gases. AMA was selected as the most qualified on-call engineering firm to provide these professional engineering services. The consultant's fees are within industry standards for design and bidding. AMA's scope includes development of construction drawings for approximately 3,600 LF of gravity sewer piping, and the upgrades to the Swede Lane lift station. Additionally, AMA will coordinate with the developer on route selection, and, if needed, assist with some easement negotiations.

FUNDING SOURCE

These payments are included in the FY 2022-2023 budget of the Wastewater fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the lift station improvements to occur prior to the lift station receiving flows from the Emerald Glades subdivision.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

October 20, 2022

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Turkey Creek WWTP Oxidation Ditch Rotor Replacement

Dear Mr. Lawson:

We have reviewed the bids received October 20th, 2022, for the referenced project. Goins Enterprises, Inc. has indicated that they intend to contract with the City to construct the project. Goins Enterprises, Inc. is not presently debarred, and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract to Goins Enterprises, Inc. in the amount of $454,200.00 for the referenced project. This is more than the Engineers Estimate but very close to the next bid. The most notable difference in my estimate and the bids is the electrical work line item. Electrical components have been difficult to source recently. After talking to the electrical subcontractor, they will likely be able to source a more economical VFD and pass those savings on to the City in a change order deduct.

A copy of the bid tabulation, Notice of Award, and Agreement for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return the documents to me. A copy of Goins Enterprises, Inc. Bid and Bid Bond have also been included with this letter for your records.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
GOINS ENTERPRISES, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Goins Enterprises, Inc. Address: 3255 N. County Lane 252 Joplin, MO 64801	
Attention:		Attention: Jerry Goins	
Department:		Phone: 417-659-6082	Fax:
Phone:	Fax:	Turkey Creek WWTF Oxidation Ditch Rotor Replacement	

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

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

Turkey Creek WWTF Oxidation Ditch Rotor Replacement

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters

into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Fifty-Four Thousand Two Hundred & 00/100 DOLLARS ($454,200.00), conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means

of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (2021-Standards-and-Specifications-PDF (joplinmo.org)) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Fifty-Four Thousand Two Hundred & 00/100 DOLLARS ($454,200.00), said amount being subject to any approved addenda or change order.

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or

political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: Goins Enterprises, Inc.

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Dan Johnson, P.E.
Public Works Director

COUNCIL BILL NO. 2022-156 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with Goins Construction Company Inc., in the amount of Four Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($454,200.00) for construction services associated with the Turkey Creek WWTF Rehabilitation project concerning the Oxidation Ditch rotor replacements on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the construction agreement by and between the City of Joplin and Goins Construction Inc., in the amount of Four Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($454,200.00) for construction services associated with the Turkey Creek WWTF Rehabilitation project concerning the Oxidation Ditch rotor replacements on behalf of the City of Joplin; true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of Goins Construction's work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Goins Construction Company Inc., shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2022 by a_____vote.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

COUNCIL BILL NO. 2022-156 **ORDINANCE NO**

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-156
Construction agreement between the City of Joplin and Goins Construction, Inc. and containing an emergency clause.

MEETING DATE
November 7, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2022-156 Ordinance; Agreement between the City of Joplin and Goins Construction, Inc.; Bid Summary; Letter of Recommendation from AMA

REVIEWED BY
Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Assistant City Manager – Tony Robyn, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with Goins Construction, Inc., for the rehabilitation of the Turkey Creek WWTF Oxidation Ditch in the not to exceed amount of Four Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($454,200.00)

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. Council approved CB 2022-126 authorizing AMA to complete the design for the South Sludge Thickener, Septage Receiving, and Oxidation Ditch Rotors. The Oxidation Ditch rotors were installed as part of a plant expansion in 1996. This equipment has exceeded it's 20-year design life and has deteriorated to an unreliable condition. This project replaces one of the rotors that has ceased to operate and also another that's proficiency level decreased.

Oxidation Ditch Rotors:
The oxidation ditch provides biological treatment of the wastewater. The oxidation ditch brush rotors introduce air and thereby dissolved oxygen into the water. Dissolved oxygen in the water is required to support the bugs that eat the solids and treat the wastewater. Some of the aging rotors have quit working and are not able to be repaired. Replacing 2 of the 12 rotors with a single blower and retrievable diffusers will introduce air into the water in a more efficient manner while providing plant personnel an opportunity to work with this type of equipment. If the equipment proves reliable and efficient as anticipated, it could be used to replace the rest of the aging brush rotors in the oxidation ditches.

FUNDING SOURCE
Sanitary Sewer Fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving construction agreement on an emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Public Works Department
Engineering Division
602 S Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: Turkey Creek WWTF Oxidation Ditch Rotor Replacement
DATE OF BID OPENING: October 20th, 2022 10:00 a.m.

CONTRACTOR	TOTAL BASE BID
G & G Construction, Inc.	$460,000.00
Goins Enterprises, Inc.	$454,200.00
ENGINEER'S ESTIMATE	$350,000.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-287 Work Authorization 2 with Alvarez & Marsal Infrastructure and Capital Projects, LLP for professional administrative services for developing and providing broadband and connectivity solution for the City of Joplin.

MEETING DATE
November 07, 2022

ORIGINATING DEPT
Planning, Development and Neighborhood Services

ATTACHMENTS
Ordinance 2022-114; Signed Ordinance for Contract and WA1
Council Bill 2022-287; Work Authorization 2

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

SUMMARY
This Council Bill approves Work Authorization No 2 with Alvarez and Marsal in the not to exceed amount of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty-Eight and 00/100 dollars ($358,928.00) for professional consulting services for a broadband connectivity solution.

BACKGROUND
July 05, 2022 council approved Ordinance 2022-114 for the Master Agreement for Professional Project Advisory Support Services for an amount not to exceed Seven Hundred Ninety Seven Thousand Six Hundred Eighteen and 00/100 dollars ($797,618). At that time, it was decided to separate the contract into two separate Work Authorizations to allow the city to better manage the funding, time and services needed from the consultant. Work Authorization 1 was approved for Four Hundred Thirty-Eight Thousand Six Hundred Ninety and 00/100 dollars. At this time, we are requesting the approval of the balance of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty Eight and 00/100 dollars.

FUNDING SOURCE
Community Development Block Grant Disaster Recovery (CDBG-DR): $200,999.68
General Fund: $157,928.32

RECOMMENDATION
Staff recommends approval of Council Bill 2022-287, Work Authorization 2 with Alvarez and Marsal in the not to exceed amount of Three Hundred Fifty Eight Thousand Nine Hundred Twenty Eight and 00/100 dollars ($358,928.00) for professional consulting services for broadband connectivity solutions.
This Ordinance is an emergency within the meaning of Section 2.2 (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.

COUNCIL BILL NO. 2022-275 **ORDINANCE NO.** 2022-114

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for developing and implementing broadband and connectivity solutions for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021 and containing an emergency clause.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

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

Section 1. That the City enter into an Agreement, attached hereto as "MASTER AGREEMENT FOR PROFESSIONAL PROJECT ADVISORY SUPPORT SERVICES", with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services to assist the City of Joplin in developing solutions and projects that will address the connectivity challenges identified in the Broadband Gap Analysis Report.

Section 2. That Alvarez and Marsal Infrastructure and Capital Projects LLP will render certain technical and professional services as described in and attached hereto as Exhibit 1 – SCOPE OF SERVICES for Administrative Services under the agreement.

Section 3. That the City will engage the services of Alvarez and Marsal Infrastructure and Capital Projects LLP through the execution of work orders.

Section 4. That the first work order be executed as described in Work Authorization No. 1 attached hereto as Exhibit A.

Section 5. That the City Manager, or designee, of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Section 6. That the fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing the appropriations by the total of Three Hundred Fifty-Two Thousand Dollars and No Cents ($352,000).

Section 7. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 8. This Ordinance is declared to be an emergency within the meaning of Section 2.2 (6) of the Home Rule Charter 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.

Section 9. This Ordinance is declared by the City Council to be an emergency within the meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance requires an appropriation adjustment.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this 5th day of July 2022, by a vote of 9-0.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

REQUEST FOR PROPOSAL: BROADBAND DEPLOYMENT CONSULTANT SERVICES

Date of Submission:
May 2, 2022

City of Joplin
602 South Main Street
ATTN: Troy Bolander
Joplin, MO 64801

Submitted by:

Alvarez & Marsal
Infrastructure & Capital Projects
655 15th Street, NW Suite 600
Washington, DC 20005

Riz Shah
Managing Director
E-mail: riz.shah@alvarezandmarsal.com
(202) 412-5066

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

May 2nd, 2022

City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Bolander,

On behalf of Alvarez & Marsal (A&M), we appreciate the opportunity to present this proposal for the City of Joplin's (the City) Solicitation for Broadband Deployment Consultant Services. A&M is uniquely qualified to help the City increase connectivity across the community.

We consider the City of Joplin our hometown and we are committed to ensuring that this project supports the future economic opportunities and enhances the quality of life of the community. We see this as a once in a generation opportunity to not only enhance the connectivity of each resident and neighborhoods but the opportunity to improve resiliency, support sustainability, and promote Joplin's economic competitiveness within the region, state, and US market. Members of our A&M team were retained by the City of Joplin to serve as the administrator for the City's Community Development Block Grant - Disaster Recovery funds received following the EF-5 tornado and ever since then we are emotionally and professionally connected to the community. It will be an honor to continue to partner with the City.

We have unmatched knowledge of the City's broadband current state and industry best practices, allowing our team to make an impact on Day 1. Our proposed A&M Team live our principles in bringing the best team committed to working with you. We have carefully gathered teaming partners (i.e., Finley Engineering, BB Civic Solutions, Olsson, and CCG) who have the character, integrity, reputation, judgment, industry, and local experience needed to make this transformation a success. We have first-hand knowledge of the Smarter Joplin Roadmap and recent connectivity gap analysis. We are committed to engaging each of the resources presented in this proposal on-the-ground in Joplin ensuring that the right experience is represented on day-to-day operations. Our professionals are not just exceptional at what they do, they are also exceptional people who are ready to work with you, as we have in the past.

We know how to bridge funding gaps. This project is not just about the technical broadband resources, but there is a responsibility to the City that the project team has the experience needed to identify, secure, and thoughtfully manage funds required to complete this highly complex infrastructure project. Our team members have performed planning, program management, monitoring/compliance, and closeout services for federal recovery programs, most recently with CARES Act, Consolidated Appropriations Act, and ARPA grant funds. We not only have intimate familiarity with the laws and grant-specific regulations, but also understand how those laws and regulations have changed and been implemented and enforced over the years. This will help ensure that the City's deployment of broad is not only technically reasonable but also in compliance with the funding sources.

Based on what the City has detailed in the statement of work, we are confident that in collaboration with the City, we can make a difference in the local neighborhoods that you serve. We thank you for the privilege to serve the City of Joplin and we are committed to helping you and your residents become more connected.

Sincerely,

Riz Shah Digitally signed by Riz Shah Date: 2022.05.02 14:26:02 -04'00'

Riz Shah
Managing Director

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OUR UNDERSTANDING OF JOPLIN'S NEEDS

The City of Joplin (the City) is rapidly advancing towards a critical community transformation in connectivity and progressing forward in its Smart City Roadmap vision. In the wake of the infrastructure devastation caused by the 2011 E5 tornado that impacted Joplin and the resulting rebuilding and rehabilitation capital planning, community resilience to future events became one of the City's highest priorities. The digital connection of people and public infrastructure was identified as one the greatest challenges to the City's goal of a Smart City.

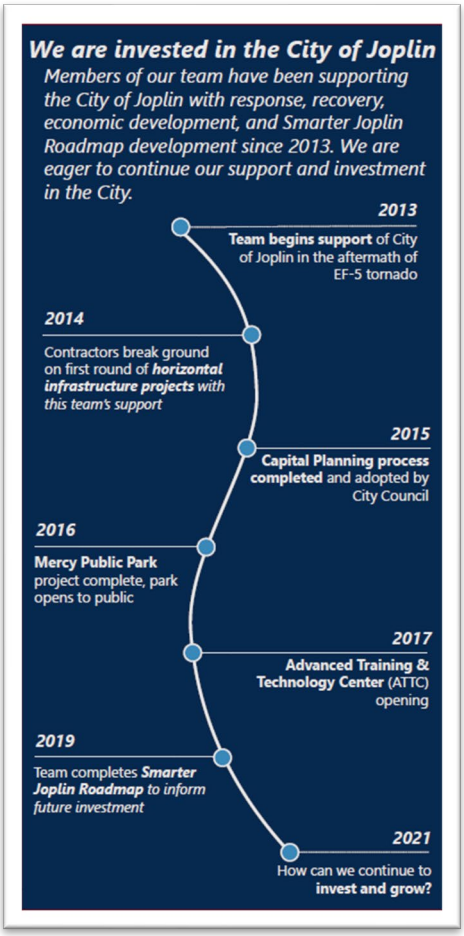

Figure 1: A&M's Highlighted Joplin Experience

We have seen countless instances where the COVID-19 pandemic has brought to the surface critical infrastructure flaws in real-time, broadband connectivity being just one of them as our culture became overly reliant on accessible and reliable internet services. When acutely assessed, the pandemic cause major concern due to the shift in day-to-day business requiring strong internet delivery (e.g., virtual medicine, telecommuting, video meetings) and subsequently issues of access and dependability were raised to the highest levels of our national government. When chronically assessed, the fiber backbone plays an integral part to our public infrastructure not just from a Smart City vantage point but from an infrastructure performance standpoint. We are confident that with a strong broadband network, Joplin can provide its community with greater socio-economic development and the foundation to improve programs such as healthcare and education.

With a Fiber Deployment Plan already drafted, it is critical that City can validate, refresh, and incorporate critical business and financial analysis to prepare the City to move into the execution phase. Joplin cannot act in a silo with their deployment plan and using partnerships is critical in the overall success of the deployment itself. The importance of transparency is critical when undertaking infrastructure investments affecting multiple stakeholders and using diverse funding sources to execute the work.

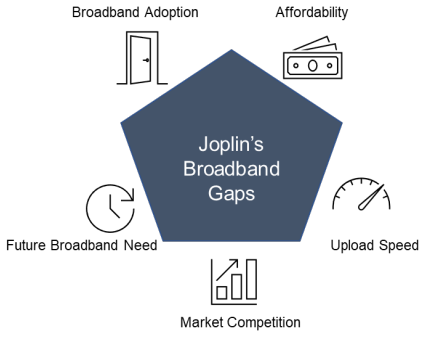

Figure 2: Joplin's Broadband Potential Challenges

Understanding the City has partnered with U.S. Ignite, provides Joplin the platform to become a leader in community broadband deployment and the ability to document best practices that can be used by

communities facing similar challenge across the country. A&M is excited for the City and achieving these goals.

Key Risks

Understanding there are risks associated with fiber deployment is critical from a project and program management perspective. Anticipation and planning around risk is crucial to the success of this implementation. Initially identified risks can be categorized as:

- **Financial Risk:** Joplin could inherently carry more financial risk due to owning a portfolio of new fiber assets.
- **Execution Risk:** Due to Missouri statute and regulations limiting municipalities from providing telecommunication services, there is a risk in achieving progress.
- **Competitive Risk:** Existing commercial providers could drive the market in their favor due to ability to upgrade network.
- **Do-Nothing Risk:** If Joplin does nothing regarding their Smart City and Broadband goals and waits for the private sector to deliver the network, they may be left behind compared to their peer communities in terms of the ability to execute on economic development fronts where fiber networks and broadband are deciding factors for acquisition and retention of business and industry.

A&M is the team the City needs to help achieve these Smart City goals while mitigating against the economic risks. A&M experts have deep experience across the capital infrastructure lifecycle, from planning & investment strategy, through construction and into the operation & maintenance of the asset, servicing public clients across all infrastructure industries including broadband and telecommunications. We are confident that the A&M project team's values align with our broader understanding of Joplin needs (see **Figure 3**).

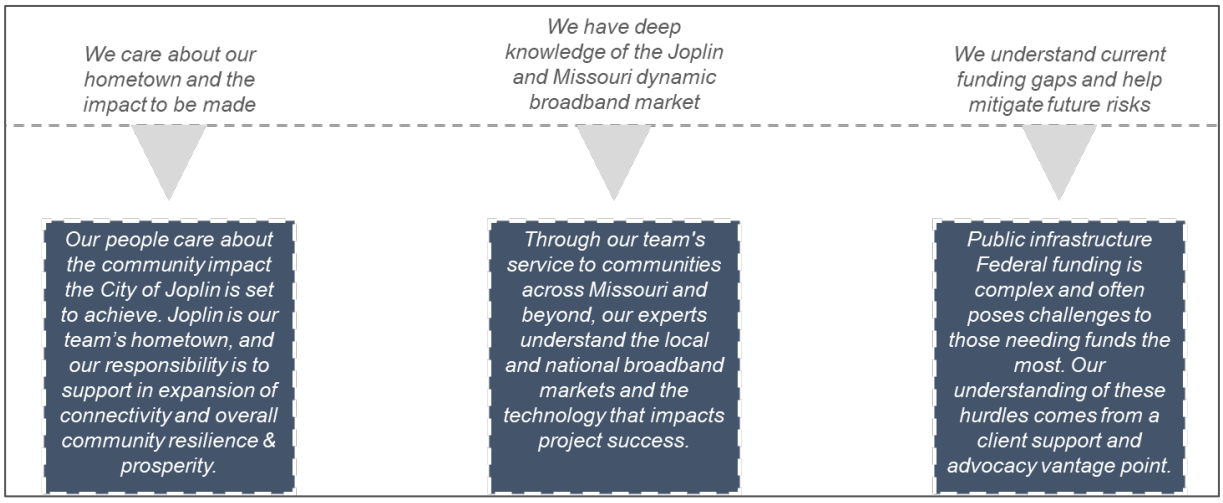

Figure 3: A&M's Values and Approach Aligned with the City's Priorities

In the following sections of our proposal, we highlight our teaming partners, our approach, our qualified and experienced project team, and our corporate experience.

1.0 COMPANY PROFILE

In 1983, Tony Alvarez II and Bryan Marsal founded A&M to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles—situations demanding leadership, action, clarity, objectivity, and results. They combined their skills and experience in public accounting and financial crisis environments and paved the way for a new specialty area: turnaround management, crisis management, and performance improvement for companies and governments for the benefit of their stakeholders and constituencies.

A&M is focused on the performance improvement of our government clients and delivers five key services through a pragmatic and forward-looking approach. We help our clients:

- Tackle industry-specific challenges
- Manage stakeholder expectations
- Drive financial innovation
- Strengthen service delivery
- Improve internal operations & transparency
- Execute fiduciary services over grants and other federal funds

A&M is a Bronze Partner in good standing of the National Governor's Association (NGA) Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and to support innovative leaders solve the challenges facing governments.

A&M's Core Principles

> *"[A&M's progress] was extraordinary. I've never seen anything like it."* – **Kate Brown,** Governor of Oregon

A&M believes in the power of diverse teaming to solve complex problems, create value, and drive change and we decide to deliver projects who meet these same criteria. Our practice group humbly wants to help change the world. We see our professionals' differences as strengths and are committed to fostering a culture of inclusion guided by A&M's Core Values of Integrity, Quality, Objectivity, Fun, Personal Reward, and Inclusive Diversity. Inclusive Diversity runs through how we recruit, develop employees, conduct business, and support our client, as demonstrated below.

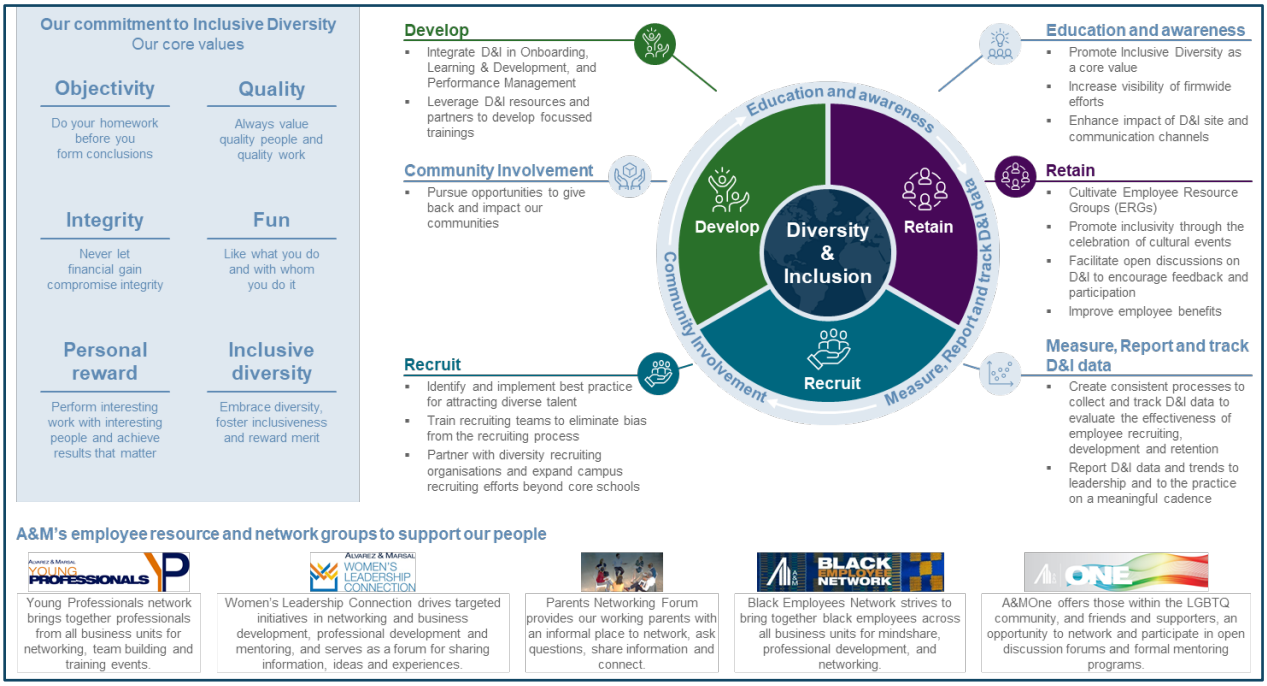

Figure 4: A&M's Core Principles

Our Teaming Partners

Complementing A&M's experience is a cadre of skilled teaming partners, each recognized as leaders in their field. We selected our teaming partners to:

- Ensure we have local experience on the City's priorities and perspectives to help design the strategy and approach, always keeping the "stakeholders' lens" at the table.
- Complement A&M's experience with broadband technical and engineering experience to help design and deliver a customized solution that meets the needs of this project.
- Provide the City with a diverse team of seasoned experts in various broadband topics such as risk assessment and identification, compliance monitoring, training and knowledge transfer, and other critical areas. Our team includes a nationally recognized SDVE, a leader in Smart City solutions, an industry leading firm in broadband services with specific-Joplin experience, and a local engineering firm with a dedicated partnership with the City.

FINLEY ENGINEERING
INTEGRITY INTO EVERYTHING

Finley Engineering (Finley) is a full-service engineering consultancy with a unique position to serve both the Broadband and Energy industries. Finley has a successful history of providing expertise in communications technology and energy engineering services for a wide variety of clients such as independent telecom providers, electric cooperatives, municipalities, competitive providers, large carriers, and government entities. Finley supported the City of Joplin in the delivery of its Broadband Gap Analysis in 2021.

Olsson is a nationally recognized, employee-owned engineering and design firm with a rich history of success. The Olsson team maintains a dedicated Telecommuniations team made up of more than 75 engineers and technicians and have designed 17,500+ miles of fiber and conduit in last five years. At Olsson we consider Joplin our hometown, as seen with our dedication in our local office. Our team worked tirelessly alongside city staff and residents to complete more than 20 infrastructure projects after the devastating EF5 tornado of 2011.

CCG is a full-service telecom consulting firm, specializing in a broad array of services that are needed by broadband providers. CCG was founded by Doug Dawson, who is on our project team, in in 1997. Since then, they have grown to become the largest telecom consulting company in the country in terms of clients. Since inception they have worked with over 1,000 clients, among those clients are over 400 municipal clients, with the others being a mix of fiber overbuilders, telcos, cable companies, and wireless companies. CCG has assisted many of the largest and most successful municipal clients in entering the broadband business including places like Lafayette, LA and Chattanooga, TN.

The B2 Civic Solutions team, led by smart city practitioner and thought leader Bob Bennett, has developed a replicable model for identifying, planning and resourcing smart city solutions for communities of all sizes. From his time as CInO of Kansas City in 2017/18, Bob advised the City of Joplin on fiber deployment projects including technical, project management, and funding strategies for P3s integration of digital equity measures. Twenty-first century citizens will not wait for cities to modernize; they expect results now. B2 Civic Solutions helps deliver them.**Named among Top 30 Veteran Owned Businesses in KCMO region by KC Business Journal in 2020 and 2021** The firm is also a Missouri Service Disabled Veteran Enterprise (SDVE).

The Proposed Project Team

As the City takes on complex infrastructure projects in the public space such as broadband deployment, it is critical to have a proper balance between technical, financial, and strategy experts. The A&M Team is that. Broadband is just one component of Joplin's infrastructure improvement portfolio and as such, our team is ready to support full integration of outputs from the Fiber Deployment Plan into the greater Smarter Joplin Roadmap and other capital planning efforts taken on by the City.

Our team's organizational structure and approach are simple and straightforward aligning to the infrastructure lifecycle along with utilizing subject matter experts (SMEs) in areas that deserve specific consideration during this broadband deployment. Under the A&M Team's structure, Joplin can feel supported in each turn this deployment takes through our fully integrated and experienced team of engineers, grants specialists, financial analysts, public outreach, and more, who are prepared to be on-the-ground.

We look forward to discussing and refining this approach with the City, depending on the progress to-date and if the City has specific preferences on how work should be executed and organized.

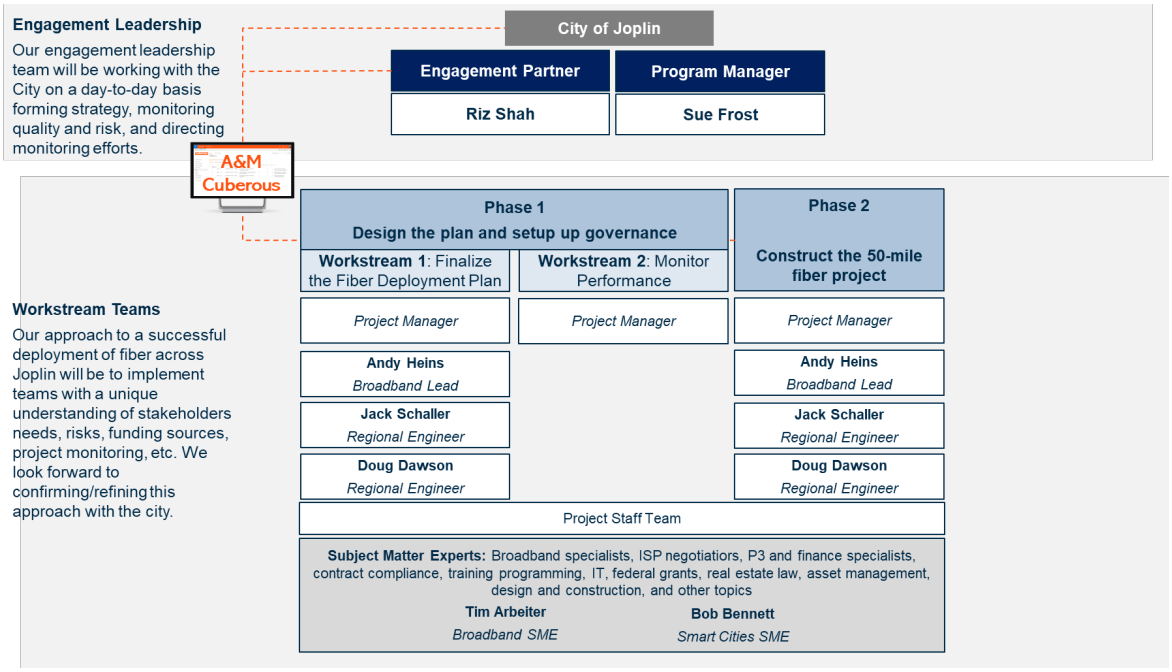

Figure 5: Proposed Project Team

In the table below, you will find brief bios for each of our key project team. All the team members we propose to support Joplin are highly experienced from successfully operating in highly dynamic environments. We trust you will find their 'always on' approach to team collaboration and developing solutions very refreshing and critical to the success of this city-wide initiative. Full resumes for engagement leadership as well as additional engagement team members are provided in **Appendix A**.

Project Team Bios	
Riz Shah *Engagement Partner*	For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake), and Deautsche Bank recovery (9/11).

Sue Frost *Program Manager*	With over 15 years of transportation and infrastructure experience, Sue has supported organizations seeking to make informed decisions on portfolio optimization and project prioritization, evaluating business processes and technology solutions, designing solutions to manage the lifecycle of assets, and establishing governance controls to monitor and manage risks and performance.
Andy Heins *Fiber Lead*	Andy leads strategic discussions and planning with clients across multiple markets and initiatives, from broadband planning, feasibility and implementation to energy integration and planning. Andy is a veteran of the telecommunications industry and began his career at Finley in early 2009. Prior to joining Finley, Heins was the General Manager of Alma Communications Company in Missouri. While with Alma, Heins assumed various management and operations roles, and in 2006 deployed the first 100% Fiber-to-the-Home (FTTH) network in the State of Missouri
Doug Dawson *Negotiations Lead*	Doug has nearly 50 years of experience in the telecom industry with a keen focus on feasibility studies, financial business models/forecasts, strategic planning, and **negotiation support with ISPs**. Doug has a passion to help clients launch new businesses, open new markets, and launch new products – and that is still the bulk of our business today.
Jack Schaller *Engineering Lead*	Jack has over 20 years of engineering experience. Prior to joining Olsson, Mr. Schaller served as the Assistant Public Works Director for the City of Joplin where he was responsible for Capital Improvement Projects including those from the tornado in 2011.
Tim Arbeiter *Broadband SME*	Tim has over 20 years of multi-faceted infrastructure expertise. He has extensive knowledge of the broadband arena and has helped to deliver strong economic growth across the state of Missouri. His focus is the identification and definition of broadband programs including building measurable objectives, strategic planning, feasibility studies analysis, and other initiatives. Previously, Tim was the Director of Broadband Development for the Missouri Department of Economic Development.
Bob Bennett *Smart Cities SME*	Bob served twenty-six years in the US Army. Following his active duty, he served as Chief Innovation Officer of Kansas City, Missouri for almost four years. Bob is a strategic advisor for Smart City solutions and has develop a replicable model for identifying these opportunities, including **critical negotiations with internet provider experience**.

2.0 COMMENCEMENT

Our team is fully prepared to be on-the-ground the day on the project is awarded, without delay or interference. When the project is awarded, we will work quickly with the City to negotiate the terms and conditions; and defer to the City's preference for a kickoff date. This project is a priority for everyone that is presented in the proposal, so we are committed to working with the City's preferred timeline to commence the project.

We know that the City is eager to see impact of this project, so we wanted to highlight some key milestones in our proposed timeline for project delivery. During the kickoff meeting, we will collaborate with the City to finalize the detailed project schedule.

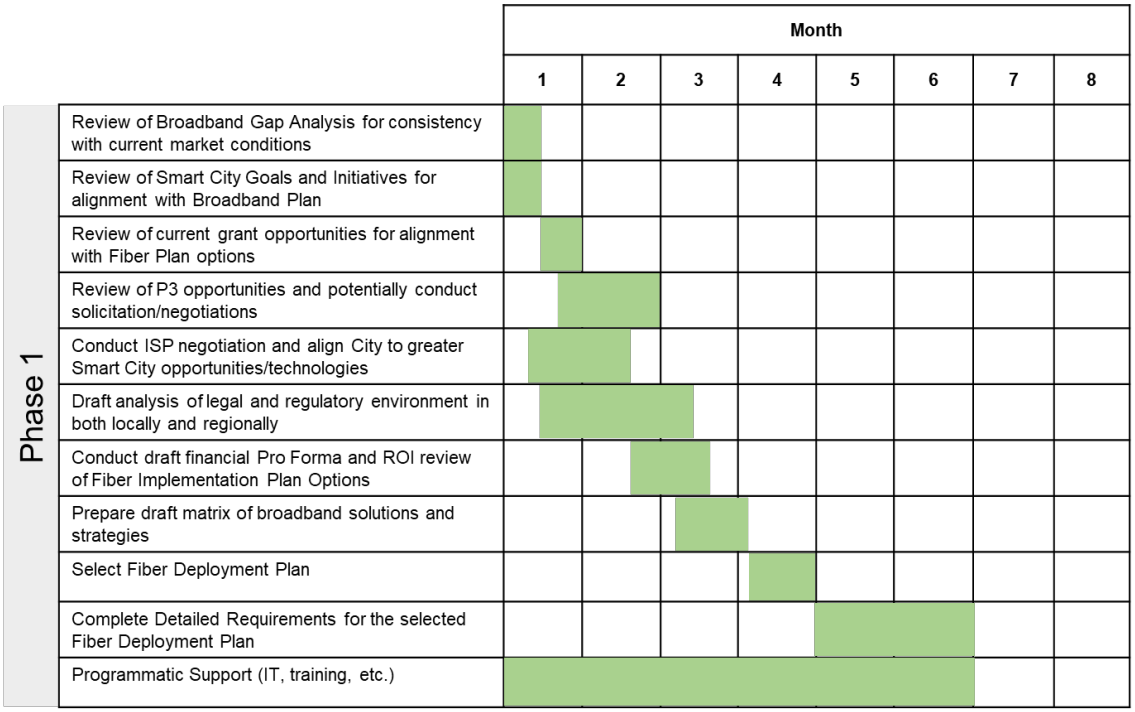

Figure 6: Proposed Schedule for Phase 1

3.0 EXPERIENCE

In the following section, we have provided a sample of A&M's project qualifications, as well as the qualifications of our leadership team.

City of Clarksville, AR - Clarksville Connected Utilities	
Client Information	Name: John Lester Address: 400 W. Main Street, Clarksville, AR 72830 Phone: (479) 754-3148
Qualification Summary	

Challenge:
Finley Engineering has assisted Clarksville Light and Water (Clarksville) since 2016 with a fiber network design and feasibility estimate. At the time of the engagement, the City of Clarksville had implemented a 288-fiber network ring and was looking to expand this network and utilize the fiber network for municipal purposes, dark fiber network opportunities, and FTTx network implementation.

Key Tasks:
In their support role to the City of Clarksville, Finley Engineering:

- Completed a full review of the existing fiber network and assisted Clarksville with IP Network activity and further network implementation as the network is utilized to expand services.

City of Clarksville, AR - Clarksville Connected Utilities	
Client Information	Name: John Lester Address: 400 W. Main Street, Clarksville, AR 72830 Phone: (479) 754-3148

Qualification Summary

- Developed an RFP process and selection criteria for the City to secure a construction management firm and General Contractor to execute the fiber deployment.
- Conducted staking, produced construction drawings, and provided general oversight of the Construction Manager and General Contractor, completed in 2021.

Outcomes / Deliverables:

Finley provided the City with fiber network design standards and standard review procedure to ensure materials for construction are industry standard for aerial/buried fiber construction and network equipment for optical connectivity. Finley worked closely with City utility personnel on National Electric Safety Code (NESC) compliance and other design standards for the connectivity required by Clarksville Connected and ultimately increasing community connectivity.

Optic Communications	
Client Information	Name: Dave Soper Address: 224 South Kansas Avenue, Columbus, KS 66725 Phone: (620) 429-3132

Qualification Summary

Challenge:
Finley Engineering provided services to Optic Communications from 2105 – 2019 to build a multi-city fiber network ring and multi-path, redundant fiber network rings inside multiple cities in southeast Kansas and southwest Missouri. This work provided fiber network access to municipal facilities, anchor customers, residential customers, and to created point to point networks between multi-city customer locations.

Key Tasks:

As part of this support, Finley Engineering support Optic with:

- Strategic planning, network design, cost estimating, project staking, contract development, Project Management, and network edge out strategies.
- Grant application submission
- Facilitated contract negotiation with ISPs

Outcomes / Deliverables:

Optic Communications	
Client Information	Name: Dave Soper Address: 224 South Kansas Avenue, Columbus, KS 66725 Phone: (620) 429-3132
Qualification Summary	
As part of ongoing client engagement and work, in 2021 Finley assisted Optic with an NTIA Broadband Grant project submission. The NTIA awarded a broadband grant to Optic, with Finely now assisting with strategic network planning, final FTTH network design, and helping to plan contract negotiation and project management activities for completion of a FTTH network-build for the entire City of Carl Junction, Missouri.	

Kansas City, Missouri Citywide Fiber Deployment Plan	
Client Information	Name: Chris Lockey, PE Address: 414 East 1st Street, Kansas City, MO 64106 Phone: (816) 513-9888
Qualification Summary	

Challenge:
The City of Kansas City was facing a serious dilemma. In the past, the city was hands-off with its internal department's choice of fiber network installations and lease agreements. As a result, various departments had implemented their own fiber across 320 square miles of the city. Because of population growth and increased demand for bandwidth, the city wanted to unify its network.

Key Tasks:

The City of Kansas City partnered with Olsson to develop a plan to centralize and expand the city's fiber network footprint. Olsson evaluated the existing conditions within the city, performed a needs assessment that involved stakeholder outreach, and designed connections and extensions of the existing network. This included the following key tasks:

- A thorough survey of the city's existing communications network, including city-owned fiber-optic and wireless infrastructure
- Meetings with department heads and officials to determine the communications needs and requirements for capacity, reliability, security, coordinated management, and department-specific concerns
- A proposed design for a high-bandwidth, city-managed fiber network using a combination of city-owned infrastructure and fiber-available agreements with public and private partners
- A recommendation for the governance and ownership of the city's fiber network
- A breakdown of potential costs and ongoing savings for enacting the plan's recommendations

Kansas City, Missouri Citywide Fiber Deployment Plan	
Client Information	Name: Chris Lockey, PE Address: 414 East 1st Street, Kansas City, MO 64106 Phone: (816) 513-9888
Qualification Summary	
Outcomes / Deliverables: As a result of the plan, the city moved several departments to its city-owned fiber network at a significant cost savings. As an example, the police department was one of the first departments to make the switch. The department needed a network with encryption capabilities to protect personally identifiable information and had to have the bandwidth to store video taken by body cameras. Three more departments quickly followed. As a result, the city can save about $700,000/year in communications costs by enacting many of the recommendations.	

4.0 APPROACH STRATEGY

The City has a unique opportunity to use federal recovery funds to invest in the things that matter most to the community, while promoting equitably accessible, dependable, and efficient broadband infrastructure implementation to optimize socio-economic development across the City. This investment provides Joplin the ability to digitally connect neighborhoods and will be an integral component for Smart City infrastructure.

Our approach (see **Figure 7**) to delivering broadband deployment services to Joplin is defined by our ability to integrate with City Staff and key stakeholders. A successful deployment of fiber across the City includes two phases:

- **Phase 1 – Design the plan and setup governance**
  - Workstream 1 – Finalize the Fiber Deployment Plan
  - Workstream 2 – Monitor performance (supported in Phase 2 as well)
- **Phase 2 – Construct the 50-mile fiber project**

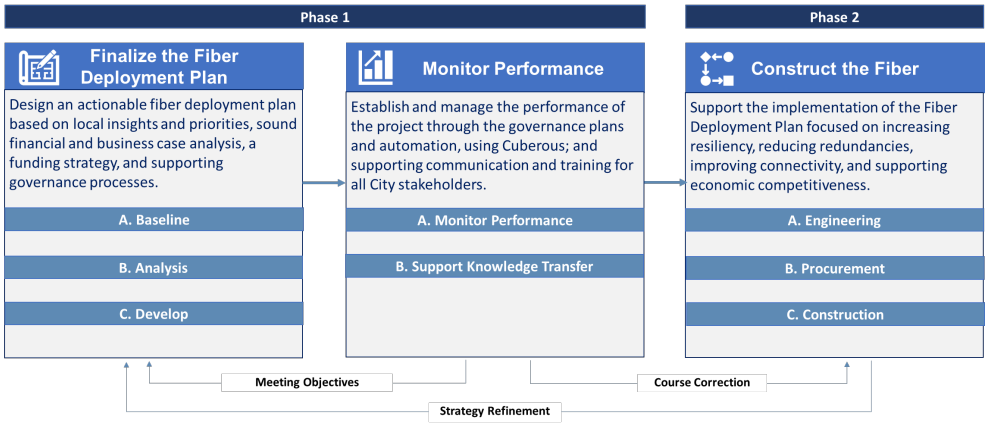

Figure 7: Approach to Support Joplin's Broadband Deployment Program Office

In the following sections, we have presented our approach to each task in terms of:

- **Impact to Joplin:** The overall impact each phase to Joplin
- **Methodology:** The specific steps we intend to take for each phase
- **Deliverables:** Outputs and associated deliverables City will receive each phase

Phase 1 – Design the plan and setup governance

As with any public infrastructure investment, a robust planning effort is required to not only detail the path forward that is well-planned and actionable but provide the necessary transparency. This phase is rooted in strategy, integration, and preparing the City, from a highly technical point of view, for this major community improvement. We will address the following requirements from the statement of work provided by the City.

- *Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.*
- *Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.*
- *The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.*
- *The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data, and Smart City services, thereby improving the quality of life of our constituents, boosting economic development, and enhancing the infrastructure of Joplin.*
- *Validate the selected business model, identifying and vetting of any possible public private partnership opportunities, as required.*
- *Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.*
- *Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.*
- *Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.*
- *Development of monitoring plans and execution of said plans.*
- *Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.*
- *Consultant shall perform services necessary for development/initial execution of Fiber Deployment Plan*
- *Manage program operations for all available programs.*
- *Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.*

We have decided to create two workstreams in this phase of the project – one focused on the plan and a second focused on monitoring performance and supporting knowledge transfer with City Staff, residents, and businesses. To complete this support,

A&M proposes the following approach (**Figure 8**) which will result in the finalized Fiber Deployment Plan and associated critical documents for execution.

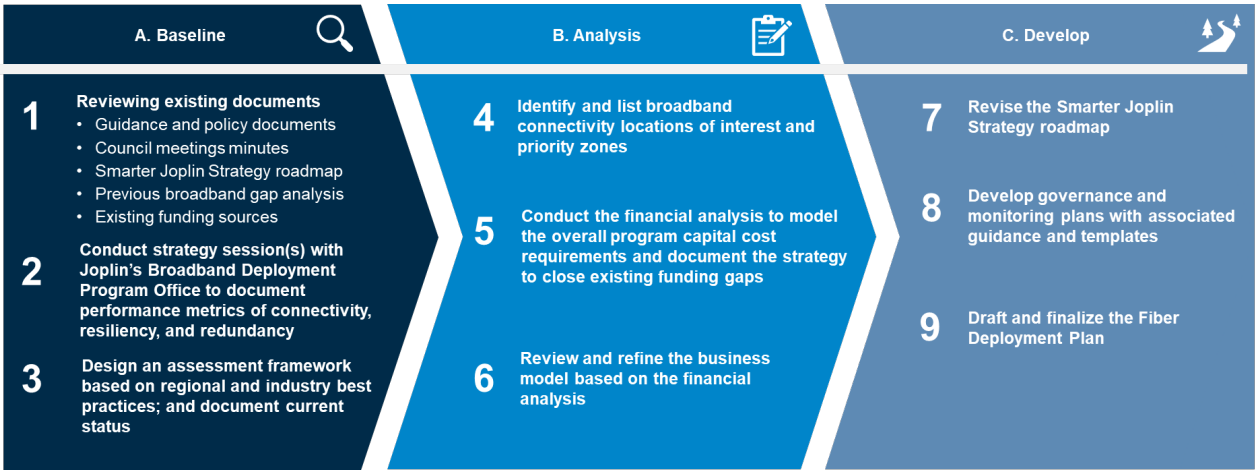

Figure 8: Workstream 1 – Finalize the Fiber Deployment Plan

As we said earlier, Joplin is considered a hometown to our project team which not only drives our desire to have a positive impact on the City, but it allows us to quickly escalate the development of the finalized Fiber Deployment Plan. Thru our previous work on the Broadband Gap Analysis and current interactions with the provider market, we know that multiple competitive fiber providers have identified Joplin as a potential broadband market for expansion. Joplin may rank high for competitive broadband fiber deployments. This is important to help preserve value and save money since the global economy is going to continue to increase the costs of infrastructure projects due to supply chain disruption and inflation. The sooner we hit the ground with execution, the better use of the City's funds will result. The activities listed in **A. Baseline** are more of a refresh to ensure we have not missed anything since we last supported the City. We will review any new documents that the City has pulled together since we last supported the Gap Analysis, review the City council minutes (even though our Project Manager has been following most of the meetings already), and document the current state of the funding sources for this project. We will also consolidate a comment register of the current Smarter Joplin Roadmap to facilitate City feedback which will continue into the next phase to keep the communication feedback loop open with the City's residents and businesses.

Negotiations with internet providers is a critical step in Phase 1. Bob Bennett has negotiated technology P3s on behalf of Kansas City, Mo with value of over $50M during service as CIO from 2016-2019. He will be a key player on our team involves in these activities with the City. Others on our team including Finley team members and Doug Dawson will be supporting based on their experience.

Then comes our favorite part – gathering the City's Broadband Deployment Program Office members and other key stakeholders during a strategy session to work through the key metrics and performance measures of the project's objectives regarding enhancing resiliency, reducing redundancies, complementing the City's growing economic competitiveness, and improving community connectivity. This strategy session's results will be the foundation in how we design the plan and how/what we track in our monitoring workstream. During this same time, our team will design a current state assessment framework based on regional and industry best practices and document our findings. With the foundation documented, the project team will begin to execute the activities listed in **B. Analysis**. As part of the Broadband Gap Analysis, we already created preliminary financial analysis of broadband for the City of Joplin. The additional effort as part of this task is modeling the financial viability of specific and distinct projects, including the financial impacts of possible P3 opportunities and possible grant funding for specific deployment strategies. We intend to use this platform as a takeoff point with the anticipation of refining as our operating model feeds further insight to develop project specific financial models. We will kick off the effort with market research in which we will develop a prospective RFI/RFQ to understand provider interest and deployment strategies which allows the City of Joplin to make smart investment decisions and vet P3 potential partners.

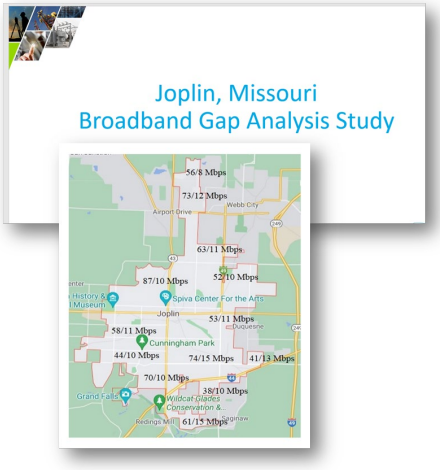

Figure 9: Screenshot of the gap analysis that we supported for the City

As that activity is in motion, the project team will begin a more detailed financial review expanding the previous Broadband Gap Analysis. This deeper dive will focus on the specific financial business plans and will include in-depth detail relative to the organization, operating costs, overheads, equipment, and materials required to operate the proposed business. The development of all necessary costs, initial and incremental lifetime costs, is a normal product of our business plan models due to the way we develop our plans. We build our business plans from the 'bottom up' and we make detailed projections for the required staffing, capital and equipment needed to meet the plan objectives. For example, consider the question of the proper level of staffing. The City must also evaluate and understand any regulatory or legal risks from entering the fiber infrastructure or broadband market; Missouri specifically has certain state statutes which defines what a municipal entity can do in the broadband market. Our team is prepared to deliver the following analyses to inform City decision makers of financial and legal risks to the deployment of options.

- Pro Forma Financials
- Negotiations with Internet Providers
- Sensitivity Analysis
- Breakeven Analysis
- Funding Contribution Analysis
- Legal and Regulatory Analysis
- Zoning and ROW Ordinance Gap Analysis

Understanding the business model and current finances, the project team will complete an analysis on how to close the funding gap with grant programs. To determine available funding, we will catalogue federal stimulus funding available, detailing funds available to state and local governments as well as businesses and individuals and support the competitive awards. From there we will devise a plan to prioritize funding according to socio-economic impact, flexibility, and timeline, ensuring the most restrictive funds are used first while reserving flexible funding for project without a clear funding source.

NeuroData uses the power of physics-based mathematical tools and algorithms and applies them to economic "big data" to enable our clients to conduct real-time planning and unparalleled decision-making. Simply said, the allows our team to previously designed models of Joplin to predict the socio-economic outputs based on historical patterns. If the City choices, we can incorporate this capability onto the team to perform this analysis as we have done in the past with Joplin.



The approach to an effective plan must consider available funding for construction, be operationally & financially viable, be compliant, and be in line with supporting the expansion of broadband from local and regional private providers. There are currently federal funds available for broadband infrastructure development, there are grants for solving local accessibility with programs like creating public hot spots or getting computers into the hands of those who need them. There are grants to provide the assistance to match low-income homes with

Grant Program*	Funds	Description	Method of Distribution
ARPA: State & Local Fiscal Recovery Funds (SLFRF)	$195B	$195 billion of highly flexible funding allocated to state governments to respond to the impacts of COVID-19	Formula-based distribution
ARPA: Coronavirus Capital Projects Fund (CCPF)	$10B	Flexible funding for investment in capital assets including broadband infrastructure	Application (12/27 deadline to request)
IIJA: Broadband Equity, Access, & Deployment Program (BEAD)	$42.45B	States generate a 5 year plan to identify needs and submit applications to NTIA for broadband infrastructure. 25% match required	Application to NTIA (NOFO expected mid-2022)
IIJA: Affordable Connectivity Program	$14.2B	Replaces Emergency Broadband Benefit Program (EBBP) to provide discounted broadband services to qualifying low-income households	Application submitted by households
IIJA: Digital Equity Grant Program	$2.75B	States develop "digital equity plans" to improve access among underserved and unserved communities, submit applications to NTIA	Application
IIJA: Middle Mile Infrastructure Grant Program	$1B	Competitive grants for providers to construct, improve, or acquire middle mile infrastructure. Maximum of 70% project cost funded by this grant	Application
IIJA: ReConnect Program	$1.926B	ReConnect (USDA) offers loans and grants to help construct or improve facilities to provide broadband service to rural areas	Application
EDA Economic Adjustment Assistance		$500 million in flexible grant funds to build and create jobs through construction/non-construction projects.	Application

*Non-exhaustive list of grant programs available for broadband.

Figure 10: Federal Funds for Broadband

low-income broadband subsidy programs. Finally, there are digital literacy grants for putting together training programs for the public. The figure above identifies a portion of the federal funding sources available for broadband deployment.

For any community or provider to be successful in any type of broadband endeavor, all participants must stay current on funding opportunities and requirements. We would provide a report and matrix of currently available broadband funding for infrastructure, adoption, and digital literacy and update this report and provide our analysis of new programs and as changes in funding programs occur.

With the business and financial models analyzed, we will begin the activities listed in **C. Develop**, resulting in all the key strategy and governance needed for the projects. A key task will be updating the Smarter Joplin Roadmap that integrates the Fiber Deployment Plan options impacting other components of the City's infrastructure portfolio. While we understand the current Roadmap is extensive, due to our broader Joplin infrastructure knowledge and expertise, we will challenge the Roadmap and make strategic updates when possible. Evolution of the Roadmap will provide Joplin the competitive edge when connecting the community. After updating the Roadmap in collaborate with the City, we will finalize the Fiber Deployment Plan.

The Fiber Development Plan will use the foundation established in Joplin Smart Cities and Broadband Gap Analysis report strategic conclusions, which structures a plan to implement fiber backbone facilities to business districts, low-income areas, strategic facilities, and areas of potential economic growth, and ultimately focusing on areas of greatest need identified the Gap Analysis report. A physical network of this nature could include multiple ring configurations to support resiliency and redundancy with fiber extensions for critical assets. Additionally, our experts understand similar initiatives occurring across the region and thus Joplin can also consider connectivity options to other broadband related fiber projects in communities surrounding the City of Joplin.

We will include analysis of each potential method of approach for a Fiber Implementation Plan; we expect multiple solutions must be evaluated with a report showing options such as:

- City of Joplin Investment & Internal User Cost Savings
- City of Joplin/P3 Investment/Internal User Cost Savings
- P3 Investment & City of Joplin Support
- Private Investment Only
- Financial Pro Forma and ROI performance
- Regulatory and Legal Implications

Monitoring plans are critical to the overall projects success and to remain in compliance with the various funding sources that may apply to a particular project. Our monitoring approach will provide Joplin real-time visibility into the project portfolio and help to identify risks that may affect the execution of work.

In the dynamic broadband market, it is important to remain actively engaged with regulators and service providers. This, coupled with our Cuberous monitoring tool (**see Workstream 2 – Monitor Performance**), enables the City to view the complete broadband program across all facets and workstreams and manage both technical and non-technical challenges as they are presented. Additionally, our technical experts use geospatial tools to facilitate discussions and data capture and track spatial progress in connectivity.

A well developed and executed Fiber Deployment Plan has the potential to position the City of Joplin and/or private providers to provide world class broadband within the City of Joplin and reduce the current “digital divide.” In fact, one of the Strategic Conclusions of the Broadband Gap Analysis was to consider more focused local goals such as implementation of core fiber routes to support the City of Joplin Smart City initiatives which presents the ability for other providers to expand broadband networks.

Workstream 2 – Monitor Performance

This workstream will kick off at the same time as workstream 1; and the monitoring activities will continue throughout **Phase 2** in the future. Monitoring plans are critical to the overall projects success and to remain in compliance with the various funding sources that may apply to a particular project. Our monitoring approach will provide Joplin real-time visibility into the project portfolio and help to identify risks that may affect the execution of work. We will address the following requirements from the statement of work provided by the City.

- *IT oversight and Web Development*
- *Training City Staff on best practices related to broadband deployment*
- *Other support and consulting functions as required by the City*

To execute these activities, the project team will deploy the following approach for this workstream.

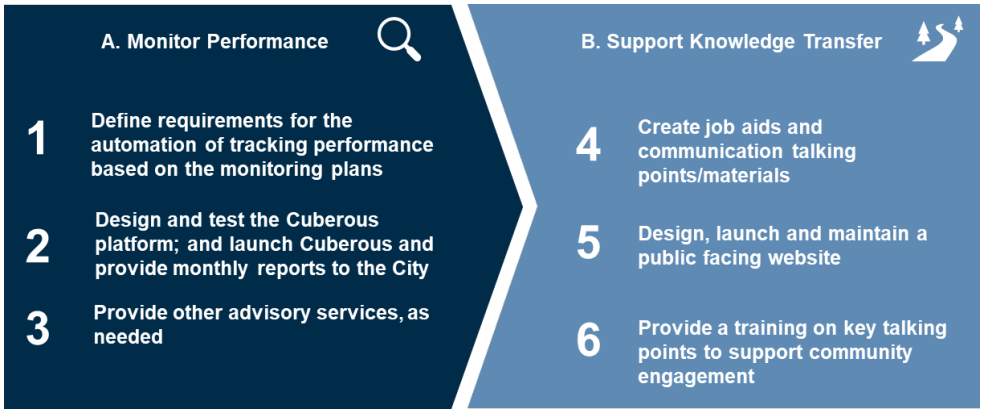

Figure 11: Phase 1 - Workstream 2: Monitor Performance Key Activities

The project team will deploy **A&M's proprietary project and portfolio management tool, Cuberous** in **Workstream 2. A. Monitor Performance**. Many companies would charge clients for the deployment of a similar tool, but we consider it the most effective and efficient way to deliver projects and, therefore, it is included in the way we deliver all projects. Cuberous simplifies and improves every part of your grant planning, management, and monitoring efforts. It empowers client and our project leadership to make better business decisions using intelligent reports linking a strategic, top-down perspective (program and initiative level tracking), and from a tactical bottom-up perspective (risk and issue tracking). Cuberous extends standard Microsoft Project & Portfolio Management (PPM) capabilities to adopt best practices in benefits management, governance, and other vital delivery domains to support effective management and monitoring. In simple terms, Cuberous allows us to identify and track the most important key performance indicators (KPIs) and allows you to have real-time visibility into the performance of your projects.

The incorporation of Cuberous into our delivery approach allows A&M to reduce our costs in the Project Oversight phase by ~25%.

We intend to use Cuberous to manage virtually all aspects of our work with the City including “internal” tasks such as budget management, schedule management, risk/issue management, and stakeholder management, as well City and public facing elements such as project progress, obligations, and expenditures furthering transparency and engagement.



Figure 12: A&M’s Cuberous Capabilities

Cuberous allows our team to focus on the things that matter most and provides visibility and transparency into the project and portfolio performance. Screenshots of our Cuberous tool are provided below and demonstrate the combination of sophistication and ease of use that our tool offers.

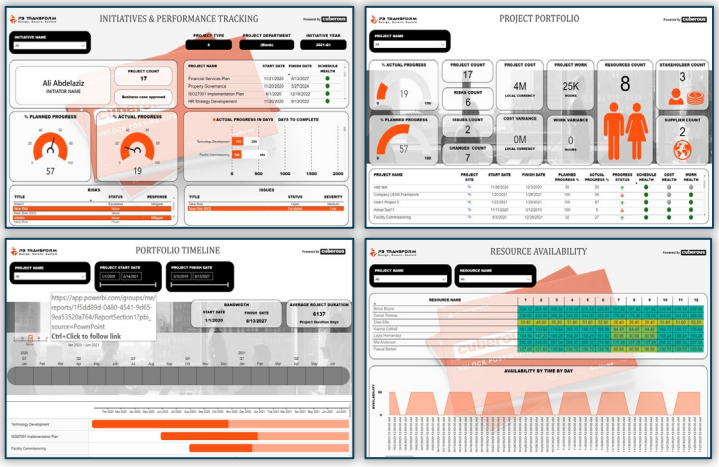

Figure 13: Sample Cuberous Screenshots

One of the most critical stakeholders in this project are the City’s residents as noted in **B: Knowledge Transfer**. To help with communication, we will design and launch a public facing website to help not only inform the community of the process and impact but always provide a platform to provide feedback. We will define the audience using different personas to help use detail the requirements for the website. This will help the project team to use language that moves away from technical jargon and focus on what it means for the community – impact, impact, and impact. We would also like to provide simple and clear transparency regarding the budget and schedule of the project. After we design the website, we will test it with some City stakeholders and release the final product. Within our level of effort, we have included

hours to manage not only the development of the website but the governance and maintenance. We are committed to ensuring the City's resident feel a part of the project and serve as an alley assisting with the success of the project.

With any change in business, it is critical to provide the organization the necessary time and training to properly adapt to the changes. The people who support the City of Joplin are at the core of initiative and as such, the project team will work collaboratively with the City to help provide staff the necessary technical and financial knowledge to properly execute the capital investment and convey critical information to the public.

Our goal is to leave our clients in a stronger, more prepared, and more resilient position than when our work begins. To that end, we are eager and prepared to conduct training and provide technical assistance to the City. Some methods that we have found to be effective in conducting training are:

- **Monthly trainings:** Holding weekly technical assistance training sessions, open to all City personnel. We will tailor the topics of those sessions based on the results of our operation activities.
- **Training recordings:** Recording and making available technical assistance trainings on critical topics. We understand that the City personnel have "day jobs" outside of responding to community requests. Our aim is to simplify and make easily accessible critical training recordings for ease of access and simplicity.
- **Training materials:** As needed, the project team will create job aids, desk guides, and other material to document best practice, highlight key reminders, and summarize processes to supplement the formal training.

A&M has structured the team with industry experts in broadband with reach back support in additional infrastructure sectors. Our A&M values and core principles in diversity are seen in our technical support and delivery provides its clients. Ad hoc requests can be considered deliverables within reason and under the assumption that discussion will be help with leadership and decision-makers both within Joplin government and A&M.

Phase 2 – Execution of the Fiber Deployment Plan

We understand that Joplin needs to get to an agreed upon Fiber Deployment plan that takes into consideration both financial and technical feasibility viability. The result of **Phase 1** is a package documenting all the network requirements that can then be used as a basis of design in **Phase 2** of the deployment.

Within the statement of work, the City is seeking a partner to "to perform certain services necessary for the development and initial execution of the Fiber Deployment

Plan." In our workplan and pricing estimate, we have assumed that the initial execution services stop at the defining detailed requirements for the finalized Fiber Deployment Plan. Once the size, scope, scale, partnerships, and detailed requirements are defined in Phase 1, we will be prepared to initiate Phase 2 of our approach, which is detailed below. We wanted to share this approach to give the City confidence that they are partnering with the right team for the entire project lifecycle. We look forward to working with the City to finalizing Phase 2 activities and level of effort after the detailed requirements for the Fiber Deployment Plan have been established and agreed.

Following the alignment to existing City of Joplin Smart City plans and targets to the City-approved Fiber Deployment Plan, the A&M Team will enter the execution phase of fiber deployment where we conduct detailed engineering, procurement, and construction of the fiber network.

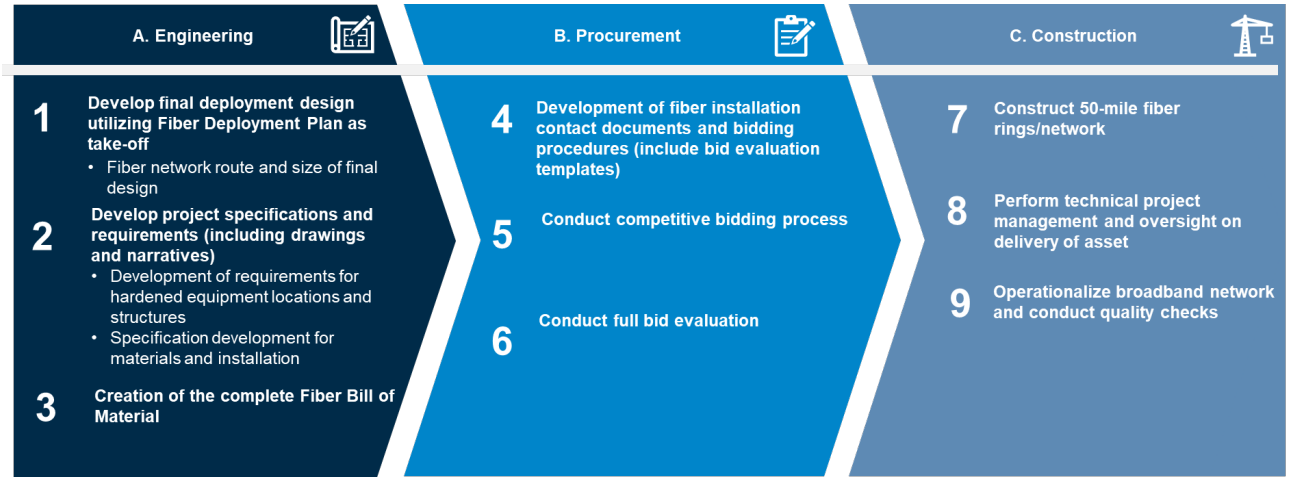

Figure 14: Phase 2 Key Activities

In **A. Engineering** the Fiber Deployment Plan, which includes input used for the updated Smarter Joplin Roadmap, serves as the foundational document for preparing a detailed design of the future Joplin fiber network. At this point in the deployment, final design will include the site-specified fiber network route through the City, the size of fiber to be implemented, and other adjacency considerations marked to actively manage as the City implements these assets. The routing presented at this stage should be fully vetted and agreed to by City officials and will directly incorporate City requirements and insights from **Phase 1**. Below lists a few of the **Phase 1** considerations that will drive the final design and routing of fiber throughout the City.

- Zoning ordinances
- Right-of-Way (ROW) ordinances
- Building layouts
- Structural and utility impediments
- Priority zones

- Funding strategy
- Local and regional regulatory considerations
- Field data and validation

A major part of our team's approach to detailed design for fiber implementation is to consider how a particular project's design can impact or be impacted by procurement. This is where the strict balance between technical and commercial considerations to achieve the end state becomes critically important; one that balances the quality of delivery of the project but also considers financials. All this said, market conditions and material availability are constantly assessed during the project timeline to identify components of the implementation that may be pose challenges during procurement and allow appropriate lead time if alternatives do not exist or are limited. The detailed design will be used to establish overall project specifications and requirements considering fiber, equipment, buildings, and associated facilities.

As part of the detailed design package, we establish site-specific requirements for hardened equipment and structures by specific location. This critical step allows for the network design to have explicit attention to redundancy and overall system resilience and considering spatial composition of critical facilities. This helps the City address delivery risk before any crews are deployed and try to best carry risk in the office than in the field during construction.

From detailed design and engineering of the fiber network, our team begins the official **B. Procurement** process. The structuring of procurement does have overlap with the detailed design due to the go-to-market material capturing the complete set of design considerations, as previously mentioned. One of the major outputs of design that carries into the initial stages of procurement is the preparation of a final fiber Bill of Materials (BOM) to execute the work. This is one of the foundational documents that bidders will use to commercially price their bid packages and can help Joplin to measure bidders' responses and eventually help to structure progress monitoring and project control applications.

The A&M Team has performed extensive procurement process review, strategy, material development, and bid evaluation in the broadband and broader infrastructure space. We know what works and what doesn't.

The materials used to construct fiber networks is directly correlated to current market conditions and supply-chain impacts. COVID-19 spotlighted extreme weakness in our supply chain especially in infrastructure markets therefore our experts continuously monitor markets to ensure good engineering and design does not sit and wait for procurement to take place. While fiber projects use similar equipment and materials, no project is identical in nature due to non-technical factors regarding projects and should

be considered with keen focus. Our team recognizes that each broadband network operator has different goals for their projects, risk tolerance, capital budgets, existing technical expertise, and other decision factors. We consider these factors throughout all phases of this work including procurement to address the complexities on both the planning and implementation side of fiber projects. Our team of experts keeps a constant pulse on the condition of the fiber market and will ensure Joplin has the tools in place to help hit their targets.

Following the drafting of the City's go-to-market materials, our team will help Joplin to gather bidder responses. The A&M team will support the City with any pre-bid meetings, bid clarifications, correspondence, and ad hoc requests during the bidding phase to ensure the City receives offerings that best match its needs. During the bidding phase, we will also build the necessary bid evaluation tools to properly measure bidders against one another giving Joplin a streamlined competitive advantage and the ability to make the best technical and financial decision for the City. Once all bids are received, we will then work with City Staff to review the bids using these evaluation tools to inform the final award. Although focused on the deployment of fiber exclusively, our Smart City experts will also be heavily involved in this process to ensure bids meet the expectations the City has on future infrastructure investment.

We successfully helped a client secure NTIA Broadband Grant to build a 100% FTTH network

We helped our client, Optic Communications (April 2022) win an NTIA Broadband Grant to build a 100% FTTH network throughout the City of Carl Junction. While this is a separate project than the work required for the City of Joplin, there could be synergies between fiber networks which support a broader broadband network in the greater Joplin area which only adds opportunities to enhance redundancy and resiliency concepts.

Following the competitive bidding process, the project team will draft any contractual documents that minimize risk exposure to Joplin. At this point, our team of broadband public infrastructure experts will engage with the City to ensure the contract is structured best for Joplin understanding this project will quickly go from a financial investment for implementation to a financial investment to operate and maintain the new asset portfolio.

Once the City has completed the contracting process, the A&M team will provide project oversight throughout the **C. Construction** of the fiber network itself. As this infrastructure asset will touch many components of the broader Joplin portfolio, we will actively engage with contractors to provide oversight and raise issues in real-time to City staff. This implementation oversight role is where the A&M team serves as an extension of City Staff to provide control over the project and report progress. Furthermore, our broadband experts will perform routine in-the-field checks as fiber in implemented to report back on overall quality of the implementation and identify issues

early for mitigation. The A&M team operates under a continuous feedback model which is imperative to the success of this initiative with all field information relayed to the City in a timely manner. This approach ensures Joplin has a complete and transparent understanding of the project's status at any given point in time.

5.0 PRICE

In the pages that follow, we have presented the A&M Team's cost proposal as requested in the City's solicitation. We look forward to the opportunity to discuss the City's needs in greater detail and modify our approach accordingly to meet the City's needs and budget.

Estimated Fees

To provide the greatest value to the City of Joplin, we have steeply discounted our standard rates. We are confident in our team, approach, and experience, and will work with the City to deliver these services in a cost-reasonable manner to maximize these critical funds to benefit the constituents of the City of Joplin.

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
Consulting	Managing Director	$350.00	26	$9,100.00
Consulting	Senior Broadband Advisor	$350.00	104	$36,400.00
Consulting	Senior Director	$290.00	104	$30,160.00
Consulting	Director	$250.00	520	$130,000.00
Consulting	Manager	$225.00	1,040	$222,300.00
Consulting	Senior Consultant	$185.00	0	-
Consulting	Consultant	$150.00	0	-
Engineering	Principal	$350.00	234	$81,900.00
Engineering	Broadband Strategy Consultant	$265.00	155	$41,075,00
Engineering	Senior Engineer, P.E.	$205.00	468	$100,100.00
Engineering	Engineering Coordinator	$160.00	195	$31,200.00
Engineering	Project Manager	$120.00	416	$49,920.00
Engineering	Senior Engineering Representative	$105.00	312	$32,760.00
Engineering	Engineering Designer	$94.00	312	$29,328.00
Engineering	Project/GIS Designer	$75.00	45	$3,375.00
Support Staff	Support Staff III*	$65.00	0	-
Support Staff	Support Staff II*	$55.00	0	-
Support Staff	Support Staff I*	$45.00	0	-
Total				**$797,618.00**

Additional positions included for ad-hoc project needs to be identified and agreed by City and A&M.

Assumptions

1. Request for Proposals, ***Specifications of Services Requested, Section B, bullet 4*** explains that the City is searching for a Consultant to "perform certain services necessary for the development and initial execution of the Fiber Deployment Plan." In response to the City's request, we have assumed that the initial execution services stop at defining detailed requirements for the selected

Fiber Deployment Plan. Because the size, scope, scale, partnerships, and detailed requirements will be defined in Phase 1, we have not included a price for work in an anticipated Phase 2, which would include all services after the "initial execution of the Fiber Deployment Plan." Phase 2 services which are outlined in the preceding sections include detailed engineering/design, specification development, procurement/contracting support, and oversight of fiber plan construction. We look forward to working with the City to define and price services for Phase 2 after the detailed requirements for the Fiber Deployment Plan have been established and agreed.

2. For pricing this work, we have assumed a contract base period of 1-year but anticipate the work for Phase 1 will be complete as described in the Workplan in ***Section 2.0: Commencement***.
3. To meet the City's specific needs and requirements upon commencement of the work, we anticipate the opportunity to add/remove positions and reallocate hours between levels.
4. The "Total Cost" estimate provided above is intended to be for representative purposes only and is based on our current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work as outlined in the RFP.

Proposal Validity

As requested by the City, this proposal is valid for 120 days.

Travel and Other Direct Costs

We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

6.0 RESUMES

In the section below, you will find resumes for each of our engagement leadership and key staff. All the team members we propose to support you are seasoned and experienced from successfully operating in highly dynamic environments.

Name	Riz Shah
Position	Engagement Partner
Degree/Education	• Bachelor of Architectural Engineering, Penn State University • Executive Degree, INSEAD

Summary of Qualifications

For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake) and Deautsche Bank recovery (9/11).

Riz specializes in supporting global businesses and public sector entities involved in the delivery of large and complex multi-billion dollar capital investments and programs, working side by side with project owners/operators, developers, financers/investors, corporates, government entities and international contractors that operate in the heavy infrastructure, oil and gas, transport, real estate, and industrial sectors in both the public and private sector around the globe, including the US, Europe, Asia, Africa and the Middle East, as well federal, state, local entities here in the US.

Riz holds a Bachelor of Architectural Engineering from Penn State University, an Executive Degree from INSEAD and is a member of the board of the College of Architectural Engineering. He is currently a Managing Director with Alvarez and Marsal and leads their Infrastructure practice nationally. Earlier in his career, he was a Partner with Guidehouse and PwC (2016-2019, 1999-2001), and Managing Director with Deloitte (2001-2015).

Name	Sue Frost
Position	Transportation & Grants Management Expert
Degree/Education	• Master of Applied Science (MAS), Environmental Policy and Management, University of Denver • Master of Business Administration (MBA), Robert H. Smith School of Business, University of Maryland

	• Bachelor of Arts (BA), Psychology, Wesleyan University

Summary of Qualifications

Sue is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects practice and leads the Public Sector Infrastructure Management team. Sue has significant experience planning, managing, and monitoring compliance through the lens as the federal government and has supported other state & local entities as a subject matter specialist using this experience. Most recently, Sue has created a risk framework for the Massachusetts Department of Transportation (massDOT) to use when reviewing programs, processes, and technology for their management of federal funding. Additionally, she has experience designing and delivering change management programs, which includes training and communication initiatives.

Relevant Experience

- For the Massachusetts Department of Transportation (massDOT), Sue led multiples efforts with define new requirements in alignment with Federal grant guidelines and access how existing massDOT processes and tools supported/or did not support federal compliance and massDOT's operating priorities. For instance, for massDOT's Federal Aid Programming and Reimbursement Office (FAPRO), her team performed a current assessment through a risk management framework on the office's submission of the request for federal funding to the Federal Highway Administration. This office is responsible for certifying that projects are following federal regulations and determines availability of funds. The project resulted in a set of recommendation to minimize the risk of compliance, streamline processes, and consider scalable technology solutions to automate the process.
- For General Service Administration (GSA), Office of Design and Construction, Sue served as a subject matter specialist on the Recovery Act High Performance Green Building Database Development and Deployment project. She guided a team that created the standard processes, tools, and frameworks for the Recovery Program Management Office to collect, analyze, and report in accordance with the Recovery Act. Under her guidance, the team provided proven performance measure calculations to evaluate new construction and major renovation projects to assess energy savings, calculate cost savings, and estimate the environmental impact; and created a database for recipients and project managers to track progress and performance of the projects. The project team also created communications and deployed training to support the rollout of the new database.
- For the Federal Aviation Administration's (FAA) Real Property Office, Sue directed a team who was responsible for the portfolio optimization of 50k assets by establishing and operating a governance program to establish a clear, data-driven decision-making process from planning and programming through project execution and developing and executing a strategy plan to reduce FAA's financial and physical footprint and set an industry standard in real property management. Within this project, Sue's team created a risk model to categorize projects for governance and supported the governance program with performance tracking tools.

- For FAA's Real Property Training Program, Sue directed the design, development, and delivery of the communications and training program for a workforce that oversees over 6,000 leased assets and over 50,000 owned assets, amounting to approximately $9.3 billion dollars in value. The team administered, deployed, and planed course offerings based on workforce certification requirements and demands from Level I, II, and III certified Real Estate Contracting Officers and newly hired Realty Specialists (RECO/S). The team also supported the delivery of on-demand training, designed to increase RECO on-the-job performance. Our team has supported delivery across this array of training leveraging innovative training methods that also reduce costs.
- For the Tennessee Valley Authority (TVA), Sue led a Small Modular Reactor (SMR) financial governance project. The project team completed an independent review of the TVA SMR Utah Associated Municipal Power Systems (UAMPS) financial governance processes. Under her leadership, the team identified opportunities to improve the effectiveness and efficiency to help TVA comply with the UAMPS contractual financial requirements. Ms. Frost identified areas of improvement and strengths and developed recommendations to help ensure TVA meets contractual financial requirements and enhances standardization of financial project management processes.

Name	**Andy Heins**
Position	Director – Strategy and Operations
Degree/Education	• Bachelor of Science, University of Missouri

Summary of Qualifications

Mr. Heins' qualifications are many, including the fact he is a veteran of the broadband industry; having deployed one of the first GPON FTTH networks in 2006. Mr. Heins brings valuable insight in broadband network strategy, design and operation, industry revenue practices, funding, and industry regulation.

He has drawn from this experience to assist provider clients with understanding best approaches to funding acquisition, expansion strategies and interaction with public partner; while assisting public sector clients with broadband gap analysis, feasibility studies and best approaches to attracting providers to fill broadband gaps.

Specialization

- Broadband Funding Strategies
- Public and Private Partnerships
- Broadband Network Operations

Relevant Experience

- For the City of Joplin, MO led a team to complete a Broadband Gap Analysis and for review of alignment with the City of Joplin Smart City Initiative. The team was responsible for evaluating the existing state of broadband, broadband infrastructure, cost of implementing broadband solutions and strategic next steps.
- For West Memphis Utilities, completed a Broadband Feasibility Study to understand the current state of broadband in West Memphis, AR. Andy led post

study engagement work with West Memphis Utilities and the City of West Memphis to secure $2 million of ARPA funding for investment in a fiber backbone network to support critical community areas and utility operations, with the Finley now engaged for implementation of the fiber network.

- For the Northeast Missouri Regional Planning Commission led a project team to complete a Broadband Mapping Study to document the actual deployment of broadband in Adair, Knox, Scotland, Clark, Lewis, and Schuyler counties to determine priority areas for provider focus and pursuit of broadband grant funds.
- For Socorro County, New Mexico, Andy led a project team to complete a Broadband Feasibility Study to map the current state of broadband in Socorro County. Andy and the project team assisted the City of Socorro in attracting a provider to build an all-fiber network within the City of Socorro and have assisted Socorro County with ongoing efforts to attract providers and funding for rural broadband builds.
- For Hope Water and Light in Andy led the initial consulting engagement for review of high-level costs and requirements for a full fiber network build across the Hope Water and Light electric utility in Hope, AR. Finley was engaged to fulfill all detail engineering, contract development, bid functions and project management for completion of the FTTH network.

Name	**Tim Arbeiter**
Position	Director, Broadband Consulting
Degree/Education	• Bachelor of Science, Business Administration, SE Missouri State University • Master of Arts. Guidance and Counseling, SE Missouri State University

Summary of Qualifications

With a background in government and the non-profit sectors, Tim can assist in helping clients stay up to date on legislative funding at the federal and state levels, consult with public and private stakeholders on win-win partnerships for broadband expansion, devise actionable steps that will propel implementation efforts. Tim is a member of the International Economic Development Council (IEDC). Previously before joining the Finley team, Tim served as the Director of Broadband Development for the State of Missouri. During his tenure, Tim served on the NTIA State Broadband Leaders Network and the National Governors Association Broadband Advisors Council

Specialization

- Broadband Policy
- Broadband Funding Programs
- Public Private Partnerships
- Economic and Community Development Strategies

Relevant Experience

- In 2021, Tim led a Missouri Grant application process to select a package of broadband projects to submit to the NTIA for funding consideration. The Missouri

grant package compiled by Tim was selected by the NTIA for funding, with Missouri receiving $42.2 million out of $288 million in available funding from the NTIA. The approved projects are in 12 counties, with 2 projects located in southwest Missouri.

- In 2020, Tim led the Missouri CARES Act Broadband grant program which awarded $3.8 million to 27 projects for deployment of broadband in Missouri. Tim was responsible for creation of grant program parameters, oversight of a grant application review team, review of grant project completion and reporting to the State of Missouri elected officials on progress and success of the grant program.
- In 2019, Tim led the Missouri Broadband Grant Program which awarded $3.05 million 16 projects for deployment of broadband in Missouri. Tim was responsible for creation of grant program parameters, oversight of a grant application review team, review of grant project completion and reporting to the State of Missouri elected officials on progress and success of the grant program.

Name	Douglas Dawson
Position	President, CCG Consulting
Degree/Education	• Bachelor's Degree in Accounting, University of Maryland

Summary of Qualifications

Doug has nearly fifty years of experience in the telecom industry. He began as a technician working on voice switches. He's worked during his career for other consulting firms and has operational experience at one of the large Bell telephone companies and with a telecom holding company.

Doug founded CCG Consulting in 1997, which has grown to be one of the most successful broadband consulting firms in the country. CCG provides a wide range of services ways including engineering, regulatory, financial planning, strategic planning, partnerships, and funding. CCG Consulting was founded to help clients launch new businesses, open new markets, and launch new products – and that is still the bulk of our business today.

Doug has written a daily blog for over seven years that has over 4,000 daily readers across the broadband industry, including regulators, operational ISPs, and community broadband advocates.

Specialization

- Feasibility Studies
- Financial Business Models and Forecasts
- Finding Funding
- Strategic Planning
- Valuations

Relevant Experience

- Doug founded CCG Consulting 25 years ago, and the firm has worked for over 1,200 clients since inception.

- Doug has assisted over 700 local governments to consider broadband options, including many of the best known, such as Chattanooga, TN, and Lafayette, LA.
- Doug has authored over 400 broadband feasibility studies, many for clients, which eventually launched a successful ISP business.
- CCG continues to work for commercial ISPs, and this practice has taught us to focus on ISP practices that lead to efficiency and profitability.
- Doug has helped hundreds of ISPs find funding through grants, municipal bond issues, bank loans, and other ways.

Name	**Jack Schaller**
Position	Governance Oversight
Degree/Education	• Bachelor of Science, Civil Engineering, Missouri University of Science & Technology • Professional Engineer: AR, KS, MO, OK

Summary of Qualifications

Jack is a Vice President and Business Development Specialist in Olsson's Joplin, Missouri, office. He has more than 25 years of engineering experience, designing transportation, stormwater, bridge, airport, waterline, sewer distribution, and treatment projects.

Prior to joining Olsson, Jack served as Assistant Public Works Director for the City of Joplin, a position he held during the devastating tornado of 2011. Jack oversaw the city's tornado debris cleanup, which required intense coordination with multiple federal agencies and local municipalities (e.g., United States Army Corps of Engineers, FEMA, etc.). To date, it was the most successful debris removal operation in history.

Because of his first-hand experience as a public works official and professional engineer, Jack knows how to guide municipalities and help them achieve engineering goals on a budget.

Relevant Experience

- City of Joplin, 2017 On-Call Engineering Services; Joplin, MO
- City of Joplin, Tree Planting Policy; Joplin, MO
- City of Joplin, Sidewalk, Curb, and Gutter American with Disabilities Act (ADA) Ramp Evaluation; Joplin, MO
- City of Joplin, Long-Range Transportation Plan; Joplin, MO
- City of Joplin, Long-Term Pavement Maintenance Plan; Joplin, MO
- City of Joplin, 11th to 15th, Main Street; Joplin, MO
- City of Joplin, 32nd and Indiana Northbound Turning Lake and Signal; Joplin, MO
- City of Joplin, CDBG-DR Infrastructure Projects; Joplin, MO
- City of Joplin, Community Development Block Grant (CDBG) DR-1 Mohaska Trail; Joplin, MO

- City of Joplin, 20th Street Improvements; Joplin, MO
- City of Joplin, Main Street Improvement; Joplin, MO
- City of Joplin, Capital Improvements Projects Program Consisting of 21 Transportation Projects; Roadway Widening to New Interchanges; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4006 22nd Street to 26th Street and Jackson Avenue to Main Street; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4005 15th Street to 19th Street and Jackson Avenue to Main Street; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4004 26th Street to 32nd Street and Maiden Lane to Main; Joplin, MO
- City of Joplin, CDBG Project No. 1 Surface Project No. 4003 22nd Street to 26th Street and Maiden Lane to Jackson; Joplin, MO
- City of Joplin, 32nd Street Widening from Schifferdecker Avenue; Joplin, MO
- City of Joplin, TIGER Grant Reporting and Training; Joplin, MO

Name	**Bob Bennett**
Position	Principal and Founder, B^2 Civic Solutions
Degree/Education	• MA, Strategic Planning, US Army Command and General Staff College • MA, Public Communications, American University • BS, History, US Military Academy

Summary of Qualifications

Bob has been active in local government since his retirement from 25 years of active service with the Army in 2016. His Army career included service as a battalion commander from 2007-2008 and tours as a strategist for US Army Africa, US Strategic Command and Multi-national Force - Iraq.

From 2016-2019, he served as the Chief Innovation Officer for the City of Kansas City, MO in the Mayor Sly James administration. Key projects during that time included winning a transportation planning grant for the city in 2016, completing the technology projects included in the KC Streetcar corridor in 2017 and initiating a Smart City/Infrastructure Public-Private Partnership project in 2018. He left the City of Kansas City when Mayor James' term ended.

Since 2019, Bob led a civic technology consulting firm in Parkville, MO and counts five cities and four private firms as clients. He chairs the Cities Today Institute, a multinational think tank for city leaders focused on including technology as one of many policy and operations management tools to solve problems in 21st Century communities. In April 2022, he was elected an Alderman for the City of Parkville.

Relevant Experience

- GovTech Top 25 Doer, Dreamer and Driver for 2018
- Managed Unified Government of Wyandotte County and Kansas City, Kansas Covid-19 Vaccine operations; led team that administered 106,205 vaccinations over seven months.
- Managed deployment of first phase of Kansas City Smart City infrastructure including 328 Wi-Fi Access Points, 178 smart streetlights, 26 interactive kiosks, and supporting data analytics tools. The first phase earned a Gold Edison Award in 2017 in the Collective Disruption category
- Developed and issued first Comprehensive Smart City RFP in the United States, June 2018

REQUEST FOR PROPOSALS

2022-RFP-10

BROADBAND DEPLOYMENT CONSULTANT SERVICES

Submission Due No Later Than 5:00 PM, May 2, 2022

City of Joplin
Planning, Development and Neighborhood Services Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1570

REQUEST FOR PROPOSALS

Rev. 3/31/2022

Written proposals subject to the conditions herein stated and attached hereto, will be received at 602 S. Main, Joplin, MO 64801, ATTN: Troy Bolander, until Monday, May 2, 2022, by 5 p.m. Central time for providing the services as described below for the City of Joplin.

DESCRIPTION

The City of Joplin is soliciting proposals from qualified firms with expertise in the areas of stakeholder engagement, telecommunications and information technology, Smart Cities strategic planning project and implementation, federal/state funds management and economic modeling to develop a Fiber Deployment Plan to guide the design, construction, implementation, maintenance, management, regulation, funding of a fiber network backbone, as well as negotiating with ISP providers for access and any other Smart City related technologies in accordance with this Request for Proposal. The City intends to award a Consulting Service Agreement for such efforts. The City is hereby requesting written proposals to provide administration of broadband (fiber) deployment and Smarter Joplin initiatives. The City is requesting professional services to assist in the planning, development, operation and execution of Smarter Joplin broadband and other projects. This shall include technology development and deployment of broadband as a connectivity solution for Joplin, including data analysis, strategic development and planning that focus on resilience, access, affordability and transparency.

The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by The City may be included elsewhere in this solicitation.

Bidding firms must have a thorough understanding of broadband deployment and federal and state funding opportunities, application processes and any cross-cutting regulations required for the use of said funds.

BACKGROUND

Joplin experienced a devastating E5 tornado in 2011. With the benefit of federal and state disaster recovery funds, the City developed a Capital Plan to address specific recovery projects. An outcrop of those efforts pointed to a need for a resiliency plan for future events. In 2019 the Smarter Joplin Roadmap was developed with considerable stakeholder involvement. Connectivity issues rose to the top regarding access, dependability, speed and affordability. The COVID pandemic hit, and the issues identified in 2019 came to the forefront as the ability to communicate virtually was limited and often inadequate, including educating remotely, providing telehealth, ability to work from home, and conducting business. In 2021, a Broadband Gap Analysis was commissioned and limitations in broadband were specifically identified and solutions offered. Both documents are available on the City of Joplin's website at https://www.joplinmo.org/1124/Smarter-Joplin. These documents will serve as references in developing a Fiber Deployment Plan.

FORMAT FOR STATEMENT OF QUALIFICATIONS

General Instructions

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of various funding sources and associated program objectives.

Responses shall be a maximum of forty (40) printed pages. No 3-ring binders please. The cover, table of contents, divider sheets, resumes and submission form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expenses.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the

contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

- **A.** The knowledge, ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- **B.** The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- **C.** The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- **D.** The quality of performance of previous contracts or services.
- **E.** Overall costs of provided services.

A selection committee made up of qualified City staff shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Final authority of the selection ultimately lies with the Joplin City Council and is subject to not being in agreement with the recommendation from the selection committee.

Factors to be considered are as follows:

- **A.** **Company Profile: (10 Points)** Scoring will emphasize management, organization, availability of key staff, skill, financial and other necessary resources to perform the work or provide the services required.

  Respondents must provide a listing of the personnel who would be assigned to this project, including an explanation of the project team's organizational structure and each person's area of responsibility. CV's or resumes for each professional assigned to this project are also required. Please include an organizational chart of the local team and any associated decision-makers' part of any review or approval process within your firm.

- **B.** **Commencement: (10 Points)** Scoring will emphasize ability to commence services promptly or within the time specified, without delay or interference.

  A timeline is required to be provided by the respondent.

- **C.** **Experience: (20 Points)** Scoring will emphasize direct experience and success with the items listed in the proposal as well as character, integrity, reputation, judgment, and efficiency of the Proposer.

  Respondent must provide three (3) examples of experience relative to development and execution of a Fiber Deployment Plan including the name, address, and telephone number of a client contact for each project. Examples proving the ability to coordinate multiple projects within administration team should be included and will be considered in the scoring. Scoring will also emphasize experience which includes securing private, local, state and federal sources with knowledge of requirements of each source, and the firm's results of past governmental review and monitoring and/or direct team experience.

D. Approach Strategy: (20 Points) Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City government. Services requested are found in the "Specification for Services Requested" section of this RFP. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

Additionally, please explain the local presence that your firm will have in the community and assigned staff frequency in situ. It will be paramount to have firm expertise available for staff.

E. References: (10 Points) Scoring will emphasize quality of references and the quality of performance of previous contracts or services.

F. Price: (30 Points) Proposers shall provide hourly information by title/function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
			Grant Total	**$**

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

SPECIFICATIONS OF SERVICES REQUESTED:

A. General Statement:

The City of Joplin requests proposals for professional telecommunications and information technology services to assist with the development of a Fiber Deployment Plan, access potential funding sources, negotiate with potential carriers and ISPs and other services related to the deployment of broadband.

B. Specific Specifications: The City requests the following services to be provided:

- The ability to collaborate with City leadership and its partners.

- Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.
- Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.
- The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.
- The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of Joplin.
- Validate the selected business model, identifying and vetting of any possible public-private partnership opportunities, as required.
- Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.
- Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.
- Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.
- Development of monitoring plans and execution of said plans.
- Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.
- Manage program operations for all available programs.
- IT oversight and Web Development as required.
- Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.
- Training City Staff on best practices related to broadband deployment.
- Other support and consulting functions as required by the City.

GENERAL INFORMATION AND REQUIREMENTS

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE

Please state whether your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

Clarifications and Interpretations

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in favor of the respondent. This includes direct contact with the City Council, City Manager and staff of the City of Joplin, the selection committee, board members of the Joplin Chamber, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest

Responses will be accepted no later than the time and location described below:

TIME/DATE: Received by 5:00 PM on Monday, May 2, 2022.
RFPs received after this time and date will not be accepted.

TO: City of Joplin
Attn: Troy Bolander, Director
Planning, Development & Neighborhood Services
602 S Main Street
Joplin, MO 64801

One (1) Original with (5) identical copies of the Response in print and one PDF copy provided on USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the American Rescue Plan Administration and Management.

Point of Contact

The City designates the following person as its representative and Point-of-Contact for this RFP:

Patty Heagel, Assistant Director Planning, Development & Neighborhood Services
Joplin City Hall
602 S Main Street, 4th Floor
Joplin, MO 64801
(417) 624.0820 Ext 1570
pheagel@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Evaluation of Qualifications

The evaluation of the responses shall be based on the requirements described in this RFP. All properly submitted responses will be reviewed, evaluated, and ranked by the City, with input from the committee as noted above. The City will reserve the right to include an interview with the Proposer if the City deems it necessary to aid in the ranking process. If the City requests an interview from a select number of the proposals it is required of those Proposers to meet with the selection team at a time to be specified. The City will contact those Proposers with the top ranked proposals that best meet City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection team at a time to be specified. The proposals will be

reviewed in depth with the selection team at that time. The City will contact the proposer that best meets The City's needs and attempt to negotiate an agreement that is acceptable to both parties.

City's Reservation of Rights
The City may evaluate the responses based on the anticipated completion of all or any portion of the project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Award and Disbursement of Funds
The City will negotiate a contract/agreement with the Proposer to assist in prioritizing needs, optimizing funding available and executing proposed activities according to the requirements of the funding streams. The City will fund the proposal through pandemic sources.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government; and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government. Respondents must be registered at SAM.GOV to be eligible.

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
2022-RFP-10 BROADBAND DEPLOYMENT CONSULTANT SERVICES

Company Alvarez and Marsal

Address 655 15th Street, NW Suite 600 | Washington, DC 20005

Contact Person Riz Shah

Telephone Number 202-412-5066

Email riz.shah@alvarezandmarsal.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A

MATERIAL BREACH OF CONTRACT AND, AT THE CITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, and cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 2 day of May 2022.

BY: Riz Shah

Signature Date: 5/2/2022

Name (Printed): Riz Shah

Title: Managing Director

Signature: Riz Shah Riz Shah Digitally signed by Riz Shah Date: 2022.05.02 12:19:20 -04'00'

MARK BID ENVELOPES: "#2022-RFP-10 BROADBAND DEPLOYMENT CONSULTANT SERVICES" Received by 5:00 PM, Monday, May 2, 2022.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 5th day of July, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-10: Broadband Deployment Consultant Services, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated May 2, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B, as authorized in any Work Authorization (the "Services").

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as described in Exhibits A, B and any applicable Work Authorization.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $797,618.00.

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City as described in Exhibits A, B, and any Work Authorization.

f. Consultant represents that Consultant will secure the following 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 the City. All the Services hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall perform the services in compliance with applicable state and local law. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. Intentionally omitted.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances applicable to the provision of Services that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. 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 or as otherwise required by applicable law or valid legal process. This section shall not apply to information which is (1) publicly known through no breach of this Agreement; (2) already known to Consultant at the time of disclosure; (3) subsequently obtained by Consultant from a third party without breach of any obligation of confidentiality of such third party; (4) independently developed by Consultant without reliance upon any of the confidential information; or (5) disclosed pursuant to legal requirements or order. Subject to the foregoing, Consultant may disclose City's confidential information to its subcontractors and affiliates who also sign a similar agreement.

All Services and Deliverables shall be solely for City's benefit and are not intended to be relied upon by any person or entity other than City. City shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to City's contractors solely for the purpose of their providing services to City relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence,

or (iii) as otherwise required by law. The parties recognize and agree that the City, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). City, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such City-created materials ("Client Materials") for external purposes, provided that, City does not in any way, expressly or by implication, attribute such materials to Consultant or its subcontractors. Notwithstanding the foregoing, Consultant shall have no liability for Client Materials.

8. Contract Documents. The contract documents shall consist of this Agreement, City's Request for Proposal, Consultant's Response to City's Request for Proposal, and any Work Authorization issued hereunder. In the event of conflict between the contract documents, this Agreement will prevail except to the extent a Work Authorization specifically refers to a provision of this Agreement that it supersedes.

9. Discrimination. The Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-l.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41C.F.R.§60-741.5(a), if applicable.

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

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

10. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

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

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

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

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

e. Upon written request, the Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965 to the extent applicable to this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders in connection with this Agreement.

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

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

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

i. Section 109{a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any

prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

j. Affirmative Action for Handicapped Workers

i. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

ii. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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

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

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

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

k. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in

benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

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

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

n. Interest of Consultant and Employees. The Consultant covenants that other than in connection with performing the Services hereunder it presently has no interest and shall not acquire interest, direct or indirect, in the applicable study area or any parcels therein or any other interest which would prohibit performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed to provide the Services.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant and/or its affiliates, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Conflicts. Notwithstanding anything to the contrary, because Consultant and its affiliates and subsidiaries comprise a consulting firm (the "Firm") serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with City, including creditors of City. The Firm will not be prevented or restricted by virtue of providing the Services under the Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with City's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification.

a. Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, any Work Authorization or the Services ("Claims") for an aggregate amount exceeding one times the contract fees under the portion of work giving rise to the liability under this Agreement including, for the avoidance of doubt, in connection with the indemnification obligations hereunder, except to the extent finally determined to have resulted from the gross negligence, fraud, or willful misconduct of either party, in which case the aforementioned limit of liability shall not apply. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is not enforceable under applicable law, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b. The Consultant shall defend, indemnify, and hold the City and its personnel from all Claims by third parties solely for bodily injury, death, or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of Consultant while engaged in the performance of the Services. Consultant shall indemnify, defend, and hold harmless City and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known Consultant or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by Consultant or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by Consultant, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by Consultant. If City's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Consultant, at its option and expense, shall have the right to (x) procure for City the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Consultant, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Consultant cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Consultant may require City to cease use of such Deliverable and refund the portion of professional fees paid to Consultant with respect to the Services giving rise to such infringing Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Consultant, relating to a claim that any of Consultant's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c. City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of City while Consultant is engaged in the performance of the Services. If any person or entity requests or subpoenas any information or materials related to the Services, City will inform Consultant of such request or subpoena. City agrees to reimburse Consultant for any time and expenses related to the request or subpoena.

d. Notwithstanding anything to the contrary, and for the avoidance of doubt, the provisions of this Agreement shall supersede and take precedence in all respects over any terms of the Request For Proposal related to the Services (2022-RFP-10) including, but not limited to, any indemnification in connection therewith..

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

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

g. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Intentionally omitted.

18. Intellectual Property.

a. Consultant has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property.

b. Upon full payment to Consultant under the applicable Work Authorization, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in such Work Authorization (the "Deliverables") shall become the property of City. Notwithstanding anything to the contrary, Consultant shall retain (1) all of its pre-existing intellectual property, including but not limited to all patent, copyright, trademark and other intellectual property rights therein; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that Consultant may develop or supply in connection with this Agreement ("A&M Knowledge"). Subject to the confidentiality restrictions herein, Consultant may use the A&M Knowledge for any purpose.

c. City shall accept Deliverables which conform to the requirements of the Work Authorization. City will promptly, and in no event more than ten (10) days after the completion of the applicable Services with respect to any Deliverables ("Acceptance Period") provide Consultant with notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. City shall have the right to test the corrected Deliverables in the same manner as with respect to the original Deliverables. If City uses the Deliverables before acceptance, modifies the Deliverables without the approval of Consultant, unreasonably delays the beginning of acceptance testing, or does not notify Consultant of any Non-conformance within the Acceptance period, then the Deliverables shall be considered accepted by City.

19. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Alvarez & Marsal
Infrastructure & Capital Projects, LLC
ATTN: Riz Shah
655 15th St., NW Suite 600
Washington, DC 20005

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

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

21. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

22. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

23. Miscellaneous.

a. Substantial and meaningful involvement of management of the City is critical to the success of each engagement. The City will be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of any Work Authorization including timely decision making, of any Work Authorization. Consultant agrees to be responsible for providing management oversight of its performance under this Agreement and each Work Authorization.

b. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

c. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

d. This is a services engagement. Except as specifically provided herein, **CONSULTANT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

24. City Responsibilities. Each party shall cooperate with the other in the performance of the Services. City will provide Consultant with reasonable facilities and timely access to data, information, and personnel of City. With respect to the data and information provided by City to Consultant or its subcontractors for the performance of the Services, City shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. City shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Consultant for purposes of the performance of the Services; (c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of Work Authorizations.

25. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors. City hereby consents to Consultant (a) subcontracting or assigning any portion of the Services to (i) Olsson, Finley, CCG or B2 Civic Solutions, and/or (b) utilizing employees of any affiliate or related entity of Consultant, whether located within or outside the United States. Services performed hereunder by Consultant's subcontractors and any of its affiliates' employees shall be invoiced as professional fees on the invoices for Services performed by Consultant's personnel, unless otherwise agreed.

26. Termination. Either party may terminate this Agreement or any or all Work Authorizations without cause by giving thirty (30) days' prior written notice to the other party. If either party terminates the Agreement without cause but does not terminate all of the then-existing Work Authorizations, this Agreement shall continue to apply to such non-terminated Work Authorizations. If either party terminates a Work Authorization without cause, this Agreement shall continue to apply to all Work Authorizations that have not been terminated. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event and upon full payment by City for all fees and expenses for Services provided through such date, all finished or unfinished Deliverables prepared by the Consultant under this Agreement shall, at the option of City, become the City's property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind, and A&M Knowledge contained therein shall remain property of Consultant. Consultant shall be entitled to receive all fees and expenses for any satisfactory work completed provided through such date. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant. Following termination of this Agreement or any Work Authorization issued hereunder, City shall promptly pay Consultant all outstanding fees and expenses due to Consultant thereunder.

27. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT, ANY WORK AUTHORIZATION OR THE SERVICES.

28. Non-exclusivity. Consultant may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be

similar to those produced as a result of the Services, provided that Consultant complies with its obligations of confidentiality set forth hereunder.

29. Non-Solicitation. During the term of any Work Authorization and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party during such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party for employment or engagement by the soliciting party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

30. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns. All Services shall be solely for City's benefit and are not intended to be relied upon by any person or entity other than City.

31. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

32. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

Nick Edwards, City Manager

ALVAREZ & MARSAL INFRASTRUCTURE & CAPITAL PROJECTS, LLC

Riz Shah, Managing Director

ATTEST:

Holly Nagy, City Clerk

CITY		CONSULTANT	
City of Joplin 602 S. Main Street Joplin, MO 64801		Name: Alvarez & Marsal Infrastructure & Capital Projects LLC	
		Address: 655 15th Street, NW Suite 600, Washington, D.C. 20005	
Attention: Johan Bullington, CDBG DR Project Manager		Attention: Riz Shah, Managing Director	
Department: Planning | Development and Neighborhood Services		Phone: 202-412-5066	Email: riz.shah@alvarezandmarsal.com
Phone: 417-624-0820 Ext. 1571	Email: jbulling@joplinmo.org		

WORK AUTHORIZATION NO. 1
TO MASTER AGREEMENT FOR PROFESSIONAL PROJECT ADVISORY SUPPORT SERVICES

This Work Authorization dated July 05, 2022 incorporates the terms and conditions of the AGREEMENT FOR CONSULTING SERVICES between Alvarez & Marsal Infrastructure & Capital Projects LLC ("A&M" or "Consultant") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated July 05, 2022 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms of the Agreement and this Work Authorization, the terms of the Agreement shall apply except to the extent this Work Authorization specifically refers to a provision that it supersedes.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise agreed in writing, and are anticipated to be completed by the date set forth in Section 2 of ***Exhibit A***.

4. **Costs not to Exceed**. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this Work Authorization, up to the not-to-exceed total labor costs. Any work in excess of the sum set forth on Exhibit A ("Services Maximum") shall not be eligible for payment unless otherwise agreed by the parties in writing The Consultant shall notify the City if Consultant anticipates that the Services Maximum amount may be exceeded, to determine whether or not the City is prepared to increase the total compensation. The consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing. For the avoidance of doubt, and notwithstanding anything to the contrary, once Consultant's fees and expenses for the Services reaches the Services Maximum, if the parties cannot agree on an amendment to the Services Maximum hereunder, Consultant shall be entitled to suspend Services and/or terminate this Work Authorization without liability therefore and shall be promptly compensated for all Services performed to date hereunder.

5. **Payment**. Client will compensate A&M under the terms in ***Exhibit A*** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 1 exceed the Services Maximum.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents to the extent set forth herein. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development & Neighborhood Services, 602 S Main St, Joplin MO 64801

The Commercial General Liability and Automobile Liability policies shall include the City as an additional insured with limits of liability set forth herein.

(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2022, 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of One Million and no/100 Dollars ($1,000,000.00) in the aggregate and at least Two Million and no/100 Dollars ($2,000,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount of $1,000,000.00 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages of property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for non-owned and hired vehicles, with limits of at least One Million and no/100 Dollars ($1,000,000.00) in the aggregate and at least Two Million and no/100 Dollars ($2,000,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Excess Liability Coverage in the amount of Five Million Dollars ($5,000,000.00) which is on top of the General Liability and Auto Liability Policy.

e. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts or such reasonable amounts based on the size and operations of such subcontractors as reasonably determined by A&M. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks to the extent set forth herein and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD certificate of insurance forms.

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 Consultant, upon 10 days written notice, to consider executing a contract addendum whereby the Consultant agrees to provide, at the City's expense and at a price not exceeding Consultant'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. In the event that Consultant is not able to provide such additional insurance, the City shall be entitled to terminate this Work Authorization.

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
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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

CITY OF JOPLIN
By:
Printed Name: Nick Edwards
Title: City Manager
Date: 7-5-22

By:
Printed Name: Troy Bolander
Title: Director
Date: 7-5-22

Alvarez & Marsal Infrastructure & Capital Projects LLC
By:

Printed Name: Riz Shah
Title: Managing Director
Date: July 5, 2022

EXHIBIT A - WORK AUTHORIZATION NO. 1

1. **General:** The Scope of Services identified in this Work Authorization are associated with Phase 1 of the proposed approach for the consultant services.

2. **Term:** All work tasks under this Work Authorization are expected to be completed no later than 3 months from contract kickoff. The target delivery date is shall be subject to Client's timely delivery of all information, materials, and inputs deemed necessary by A&M at is sole discretion to complete the tasks covered by this engagement letter, including the Client Responsibilities and Assumptions set forth below, unless specifically agreed to in writing by the parties.

3. **Scope of Services and Budget:** For this Work Authorization, the scope of services include designing an actionable broadband strategy plan. As referenced in the Master Agreement, the Consultant will support the activities noted in the following task areas:

   Strategy Planning:
   - Development of a project management plan
   - Development of analyses in connection with the City's broadband strategy
   - Meetings/presentations with City leadership and community representatives
   - Updating of past plans (e.g., City's Smarter Joplin Roadmap)

   Financial Analysis, Viability, and Support:
   - Gather key project, City and market data and information
   - Analyze public private partnership opportunities
   - Model the financial viability
   - Seek/obtain/monitor funding sources
   - Start sounding discussions with the internet providers
   - Assist the Client with their regulatory review

The estimated labor and expenses costs (the Services Maximum) for this Work Authorization is $438,690 (see **4. Payment/Fee Schedule**). We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

A&M is not being engaged to provide any legal, regulatory, tax, engineering, insurance or related professional advice.

Client Responsibilities:

Client acknowledges that Consultant's delivery of the Services and the fees charged are dependent on Client's timely and effective completion of Client responsibilities. Client represents and warrants to Consultant as follows: (1) Client will provide Consultant with reliable, accurate and complete information and Consultant will be entitled to rely upon the accuracy and completeness of the information provided by Client without any independent investigation or verification thereof by Consultant, (2) Client will provide timely decisions and approvals by Client's management or supervising parties, (3) all Client facilities in which Consultant personnel may be obligated to work shall comply in all respects with all applicable federal, state and local laws, rules and regulations, (4) if required for the performance of the Services at a Client facility, Client shall provide appropriate work space and other equipment, access to systems and information and support services, (5) if

Client's personnel will work with Consultant's personnel in connection with the Services, Client will assign Client personnel having skills commensurate with their role with respect to such Services, and (6) Client shall determine the regulatory requirements, tax requirements and related laws applicable to Client's business and shall define the accounting principles to be applied to Client's business, and Client shall notify Consultant in a timely manner of such requirements, laws and principles, any changes thereto, and the effects of such changes.

4. **Payment/Fee Schedule:** The "Services Maximum" is based on Consultant's current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work. Services as described herein (the "Assumptions"), and is subject to Client meeting the Client Responsibilities hereunder.

Labor Category	Average Hourly Rate
Managing Director	$350.00
Senior Broadband Advisor	$350.00
Senior Director	$290.00
Director	$250.00
Manager	$225.00
Senior Consultant	$185.00
Consultant	$150.00
Principal	$350.00
Broadband Strategy Consultant	$265.00
Senior Engineer, P.E.	$205.00
Engineering Coordinator	$160.00
Project Manager	$120.00
Senior Engineering Representative	$105.00
Engineering Designer	$94.00
Project/GIS Designer	$75.00
Support Staff III	$65.00
Support Staff II	$55.00
Support Staff I	$45.00

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within forty-five (45) days of receipt, A&M may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for A&M's personnel or on A&M's income or property.

Each Invoice must detail, at minimum, all of the following:

- The labor amount requested by LCAT with associated hours
- Any travel expenditure and other direct reimbursement requested and for which documentation and receipts, as required are attached to the invoice
- The total amount requested (all line-items) for the Invoice Period

CITY		CONSULTANT	
City of Joplin 602 S. Main Street Joplin, MO 64801		Name: Alvarez and Marsal Infrastructure and Capital Projects LLP	
		Address: 655 15th Street, NW Suite 600, Washington, D.C. 20005	
Attention: Johan Bullington, Assistant Director		Attention: Riz Shah, Principal	
Department: Planning | Development and Neighborhood Services		Phone: 202-412-5066	Fax: 703-918-3100
Phone: 417-624-0820 Ext. 1571	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 2
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated October 31, 2022 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Alvarez and Marsal Infrastructure and Capital Projects LLP ("A&M") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated July 5, 2022 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 2 of ***Exhibit A***.

4. **Costs not to Exceed**. The Consultant providing services shall be required to always keep track of the number of hours billable under this contract, up to the not-to-exceed total labor costs. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate A&M under the terms in ***Exhibit A*** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 1 exceed the sum of $358,928.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew.

Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801

All policies except for the professional liability policy shall include 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, 2022, 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

f. 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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
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

CITY OF JOPLIN
By: _____
Printed Name: Johan Bullington
Title: Assistant Director
Date: _____

By: _____
Printed Name: Troy Bolander
Title: Director
Date: _____

Alvarez and Marsal Infrastructure and Capital Projects LLP
By: _____
Printed Name: Riz Shah
Title: Managing Director
Date: _____

EXHIBIT A - WORK AUTHORIZATION 2

1. **General:** The Scope of Services identified in this Work Authorization are associated with Phase 2 of the proposed approach for the Broadband Deployment Consultant Services.

2. **Term:** All work tasks under this Work Authorization shall be completed no later than February 28, 2023 unless specifically agreed to in writing by the City of Joplin, within the one-year period of performance for the contract.

3. **Scope of Services and Budget:** For Work Authorization 2, the scope of services include supporting procurement/contracting and negotiations; continuing stakeholder engagement support; developing draft engineering/design specifications; and establishing programmatic processes to support the future fiber optic network build-out.

   The estimated costs are $358,928 (see **4. Payment/Fee Schedule**). We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly.

4. **Payment/Fee Schedule:** The "Total Cost" estimate provided above is intended to be for representative purposes only and is based on our current understanding of the City's desired scope of services, the status of broadband planning and implementation efforts, and the availability of required City and external resources needed to complete the work as outlined in the RFP.

Labor Category	Average Hourly Rate
Managing Director	$350.00
Senior Broadband Advisor	$350.00
Senior Director	$290.00
Director	$250.00
Manager	$225.00
Senior Consultant	$185.00
Consultant	$150.00
Principal	$350.00
Broadband Strategy Consultant	$265.00
Senior Engineer, P.E.	$205.00
Engineering Coordinator	$160.00
Project Manager	$120.00
Senior Engineering Representative	$105.00
Engineering Designer	$94.00
Project/GIS Designer	$75.00
Support Staff III	$65.00
Support Staff II	$55.00
Support Staff I	$45.00

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, A&M may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for A&M's personnel or on A&M's income or property.

Each Invoice must detail, at minimum, all of the following:

- The labor amount requested by LCAT with associated hours
- Any travel expenditure and other direct reimbursement requested and for which documentation and receipts, as required are attached to the invoice
- The total amount requested (all line-items) for the Invoice Period

COUNCIL BILL NO. 2022-287 ORDINANCE NO.

AN ORDINANCE approving Work Authorization 2 with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for developing and implementing broadband and connectivity solutions in the not to exceed amount of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty-Eight and 00/100 dollars ($358,928.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, in the Smarter Joplin Roadmap expand internet access and improve connectivity was identified as a primary concern in a resident survey; and

WHEREAS, the Broadband Gap Analysis Report identified the specific challenges with connectivity in the city of Joplin including issues with availability, capacity and affordability; and

WHEREAS, the COVID-19 Pandemic has shown that residents need to be connected to be able to work, educate, and receive healthcare from home; and

WHEREAS, for the City of Joplin to remain competitive in the areas of business attraction and retention, transportation, education, health care and other sectors that rely on the exchange of data and information;

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

Section 1. That Work Authorization 2 with Alvarez and Marsal in the not to exceed amount of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty-Eight and 00/100 dollars ($358,928.00) provide for administrative services to assist the City of Joplin in developing solutions and projects that will address the connectivity challenges identified in the Broadband Gap Analysis Report.

Section 2. That the second work order be executed as described in Work Authorization No. 2 attached hereto as Exhibit A.

Section 3. That the City Manager or designee, of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Section 4. This ordinance is declared to be an emergency within the meaning of Section 2.2 (6) of the Home Rule Charter in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of_____, 2022, by a vote of_____.

ATTEST:

_____
Douglas W Lawson, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2022-287

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

MEETING DATE
November 07, 2022

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2022-454 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

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

BACKGROUND
This is the second year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2022, through September 30, 2023 and the total anticipated reimbursement from this agreement is up to $33,492.19. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to prevent delay of implementation of contract and prevent delay of contract for invoicing purposes.

COUNCIL BILL NO. 2022-454 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, 2022 and running through September 30, 2023, for the amount of up to Thirty Three Thousand, Four Hundred Ninety-Two Dollars and Nineteen Cents ($33,492.19), 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 7th day of November, 2022, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

Tracking #	**Contract Title:**	
51095	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2023	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH220051095		01

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)	UEI NUMBER	DUNS NUMBER
*****0196	HRWZCYY8MWJ3	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE	

AMENDMENT #01 TO CONTRACT DH220051095

CONTRACT TITLE: Maternal Child Health Services

CONTRACT PERIOD: October 1, 2022 through September 30, 2023

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $33,492.19 for the period of October 1, 2022 through September 30, 2023.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Add Section 1.7 in its entirety as follows:

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

2. Add Section 1.8 in its entirety as follows:

   1.8 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

3. Delete Section 2.2 in its entirety and replace with revised Section 2.2 as follows:

   2.2 No FFY2022-2026 contract work plan may cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, St. Louis City, and Independence.

4. Delete Section 8.3.1 in its entirety and replace with revised Section 8.3.1 as follows:

   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
Bureau of Community Health and Wellness
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-9800

5. Delete Section 9.5.2 in its entirety and replace with revised Section 9.5.2 as follows:

   9.5.2 An attached revised work plan using the template for the Maternal Child Health Services Contract work plan. The template is available by request from the Regional District Nurse Consultant and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.

6. Delete Attachments B, D, and E in their entirety and replace with revised Attachments B, D, and E, which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

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 § 200.331. 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 https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

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

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

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

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

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

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 § 200.339 Remedies for Noncompliance.

SUBRECIPIENT SPECIAL CONDITIONS

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 Unique Entity Identifier (UEI) 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 UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

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.

SUBRECIPIENT SPECIAL CONDITIONS

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

5. UEI 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 (3-2022)

Joplin City Health Department			
Completed By:	Cynthia Burnham, RN	Date:	8/11/2022
Contact Email:	cburnham@joplinmo.org	Phone #:	417-623-6122

FFY 2023 Maternal Child Health Services Contract Budget

Section A			
Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	20,095.31	13,396.88	$33,492.19
Planned Budget	22,104.84	11,387.35	33,492.19
Operational Expenses	20,095.31	10,352.14	30,447.45
Personnel Services	10,839.79	7,336.56	18,176.35
Fringe Benefits	4,455.52	3,015.58	7,471.10
Travel	800.00		800.00
Supplies	4,000.00		4,000.00
Other			0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	**20,095.31**	**10,352.14**	**30,447.45**
Indirect (Administrative Cost) 10%	**2,009.53**	**1,035.21**	**3,044.74**
MCH Contract Total	**22,104.84**	**11,387.35**	**33,492.19**
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A		
Indirect Computation		
Operational Expenses	20,095.31	10,352.14
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 51095 | **State:** 0% $0.00 | **Federal:** 100% $66,076.91

Contract Title: MATERNAL CHILD HEALTH SERVICES

Contract Start: 10/1/2021 **Contract End:** 9/30/2023 **Amend#:** 01 **Contract #:** DH220051095

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: *1B04MC40144-01, 6B04MC40144-01*

Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

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: MATERNAL AND CHILD HEALTH SERVICES

Federal Award Year: 2023 **DHSS #:** 23MCH **Federal Obligation:** $33,492.19

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

Project Description:

The purpose of this contract is 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 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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-537 – Approving a one-year Contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage

MEETING DATE
November 7, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-537 Ordinance; Exhibit "A" Berkley Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a one-year contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage for City employees.

BACKGROUND
In early 2020, the City let a bid for dental, vision, life and health insurance services for a five-year period. Stop loss insurance is bid on an annual basis. In October, the stop loss contract is negotiated based on actual claims experience. Bids were let with UMR's preferred providers. Berkley responded with the lowest and best bid for these services. Given the City's large claim history and the bids received, it was determined that the current stop loss coverage should remain at the same level of $175,000 per claim beginning January 1, 2023.

With this level of change, Berkley's bid results in an overall increase of 2.7% from the current year stop loss cost. The single fee will decrease from $57.57 to $54.45 per employee per month. The family fee will increase from $173.57 to $182.97 per employee per month. The annual premium will be approximately $664,300.00, which is an increase of about $17,400.00.

As a result of actual claims costs, the bid process, the stop loss fees and administrative fees, the health insurance premiums will be increasing nearly 5% for 2023. Over the last ten years', the national trend increase for health insurance costs has been 7.5%, while the City's average increase over the same time period has been 5.2%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from $545.96 to $573.16 per employee. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium will increase from $1,146.54 to $1,203.66 per employee. The employee's monthly premium will increase from $382.18 to $401.22. The total estimated increase to the City for this benefit is around $253,000.00.

The contract will begin on January 1, 2023.

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged.

RECOMMENDATION

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

COUNCIL BILL NO. 2022-537 **ORDINANCE NO.**

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

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

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

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

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



Berkley
Accident and Health
a Berkley Company

Stop Loss Insurance Proposal

Presented to:

City of Joplin

Prepared for:

Segal

Presented by:
Edward Murphy

Proposal Date: 10/27/2022
Effective Dates: 01/01/2023 - 12/31/2023

EXHIBIT "A"

Berkley Accident and Health
a Berkley Company

Stop Loss Proposal for: City of Joplin
Effective Dates: 01/01/2023 – 12/31/2023
Presented by: Segal
Proposal Number: 280760

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Specific Stop Loss Insurance		Option 1	Option 2	Option 3
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Type		24/12	24/12	24/12
Annual Specific Deductible per Individual		$ 175,000	$ 200,000	$ 225,000
Maximum Annual Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Specific Rate(s) Per Month	Enrollment			
Single	237	$ 54.45	$ 46.65	$ 39.43
Family	231	$ 182.97	$ 160.08	$ 138.13
Composite	468	$ 117.89	$ 102.64	$ 88.15
Estimated Annual Premium		$ 662,049	$ 576,414	$ 495,035
Quoted Rate(s) include Commission of		0.00 %	0.00 %	0.00 %

Overall Cost Summary

Plan Description	Option 1	Option 2	Option 3
Total Annual Fixed Cost	$ 662,049	$ 576,414	$ 495,035
Maximum Annual Liability	$ 662,049	$ 576,414	$ 495,035

Berkley Accident and Health
a Berkley Company

Stop Loss Proposal for: City of Joplin
Effective Dates: 01/01/2023 – 12/31/2023
Presented by: Segal
Proposal Number: 280760

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Coverage Selection

Option	Specific	Initial selected Specific option	Aggregate	Initial selected Aggregate option
1	$ 175,000 | 24/12	☒ _____	$ 175,000 |	☒ _____
2	$ 200,000 | 24/12	☐ _____	$ 200,000 |	☐ _____
3	$ 225,000 | 24/12	☐ _____	$ 225,000 |	☐ _____

Signed by: _____ Date: _____
Agent of Record or Administrator

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Proposal Qualifications and Contingencies

- UMR will administer all claims. UHC Choice Plus is the underlying PPO network.
- Additional compensation may be paid to a licensed producer in addition to the base commission identified herein.
- The rates and factors quoted are based on the data submitted. Any inaccurate or incomplete data submitted may result in changes. We will not be bound by any typographical errors or omissions contained herein.
- Rx claims are assumed to be included in all Large Claimant and Paid Claim Reporting submitted if Rx coverage is requested. If Rx claims are not included in the Large Claims Reports submitted, the rates and factors are subject to change upon receipt and review of either a Large Claims Report including both Medical and Rx claims, or a report from the Rx vendor for any claimants with $10,000 or more in Rx claims.
- In the event there is a 15% or greater change in enrollment or participation, rates and factors may be recalculated.
- Administration costs and network access fees are not included in the stop loss costs or coverage.
- If any individuals are lasered, only the amount up to the group specific deductible applies to the aggregate for each individual.
- The Experimental or Investigative Services Endorsement is included. This Endorsement removes the Experimental or Investigative Services definition from our Policy and replaces it with that of the Underlying plan language.
- The Exclusions Coverage Endorsement is included. This Endorsement removes certain Exclusions of the Stop Loss Policy and replaces them with the Exclusions, Limitations, and associated definitions contained within the Plan.
- Any run-in claims for claimant C11274150-01 (name required) will be excluded from coverage under this Policy.
- This is a firm and final proposal, subject to completion of a signed Proposal and completed Disclosure Statement. These must be received within 15 business days of issuance of this proposal (or through 11/14/2022), or the rates/factors are subject to change. In order to issue a policy, the following must be provided in addition to the signed proposal and approved by the Company: A. Completed application signed and dated by an Officer or Authorized Representative of the policyholder, and the policyholder's agent; B. Copy of the completed signed plan document, and prior plan document if run-in coverage is requested; C. Initial premium deposit along with supporting documentation; & D. Final census.
- Includes coverage for all retirees. Medicare is primary for all Medicare eligible retirees.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-612 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 7, 2022

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

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 2022-23.

BACKGROUND
Superion has been the City's primary software provider for over twenty-two 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 $280,281.59 and $177,879.35 were budgeted and approved for FY2023 by Council during the budget process and finalized by Council Bill 2022-534 on October 17, 2022.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Information Technology Dept. and Police Public Safety Tax.

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
CB2022-612 Ordinance; Superion Invoice (OSSI), Superion ASP Amendment (Financials)

COUNCIL BILL NO. 2022-612 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 2022-2023 as adopted by Council Bill 2022-534 on October 17, 2022; and containing an emergency clause.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 22 years; and,

WHEREAS, in the FY2023 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 2022-2023 budgeted appropriations as adopted by Council Bill 2022-534 and reflected an appropriation in the total amount of Four Hundred Fifty-Eight Thousand, One Hundred Sixty Dollars, Ninety-Four Cents ($458,160.94) 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, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTRALSQUARE

Renewal Order prepared by:
Brittany Berryhill
brittany.berryhill@centralsquare.com

Renewal Order #: Q-102336
Start Date: November 1, 2022
End Date: October 31, 2023
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Mark Morris, IT Director
City of Joplin
602 S. Main Street
Joplin, MO 64801
(417) 624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Applicant Tracking	1	0.00 USD
2.	Distribution Services	1	0.00 USD
3.	Horizon Cloud for NaviLine	1	177,879.35 USD
4.	Modifications	9	0.00 USD
5.	NaviLine Accounts Receivable	1	0.00 USD
6.	NaviLine Automated Fuel System Interface	1	0.00 USD
7.	NaviLine Building Permits	1	0.00 USD
8.	NaviLine Business Licenses	1	0.00 USD
9.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
10.	NaviLine Cash Receipts	1	0.00 USD
11.	NaviLine Click2Gov3 Applicants	1	0.00 USD
12.	NaviLine Click2Gov3 Core	1	0.00 USD
13.	NaviLine Click2Gov3 Customer Information System	1	0.00 USD
14.	NaviLine Code Enforcement	1	0.00 USD
15.	NaviLine Customer Information System	1	0.00 USD
16.	NaviLine Document Management Services	1	0.00 USD
17.	NaviLine Fixed Assets	1	0.00 USD
18.	NaviLine Fleet Management	1	0.00 USD
19.	NaviLine Global Financials Annual Maintenance Fee	1	0.00 USD

Renewal Order prepared by:
Brittany Berryhill
brittany.berryhill@centralsquare.com

20.	NaviLine GMBA w/Extended Reporting	1	0.00 USD
21.	NaviLine Land/Parcel Mgmt	1	0.00 USD
22.	NaviLine Loans Processing	1	0.00 USD
23.	NaviLine Payroll/Personnel	1	0.00 USD
24.	NaviLine P-Card	1	0.00 USD
25.	NaviLine Planning & Engineering	1	0.00 USD
26.	NaviLine Purchasing/Inventory	1	0.00 USD
27.	NaviLine Special Assessments	1	0.00 USD
28.	NaviLine Work Orders/Facility Management	1	0.00 USD
29.	Technical Services - TS	1	0.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	0.00 USD
2.	NaviLine Click2Gov3 Core Cloud Setup Fee	0.00 USD

Renewal Order Total: 177,879.35 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

CENTRALSQUARE

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-101970
Start Date: November 1, 2022
End Date: October 31, 2023
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Mark Morris, IT Director
Joplin Police Department
303 E. 3rd Street
Joplin, MO 64801
(417) 624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	JMS-MS DISPLAY Annual Maintenance Fee	1	7,032.95 USD
2.	ONESolution Accident Annual Maintenance Fee	1	1,523.79 USD
3.	ONESolution Accident Wizard Annual Maintenance Fee	158	5,553.70 USD
4.	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	1,172.16 USD
5.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	1,450.54 USD
6.	ONESolution Animal Control Annual Maintenance Fee	1	1,758.25 USD
7.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	373.63 USD
8.	ONESolution Barcoding Server License Annual Maintenance Fee	1	1,992.67 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	1	291.72 USD
10.	ONESolution CAD Client AVL License Annual Maintenance Fee	2	1,004.12 USD
11.	ONESolution CAD Client AVL License Annual Maintenance Fee	8	4,219.92 USD
12.	ONESolution CAD Client AVL License Annual Maintenance Fee	6	3,164.94 USD
13.	ONESolution CAD Console License Annual Maintenance Fee	1	1,264.13 USD
14.	ONESolution CAD Console License Annual Maintenance Fee	5	5,142.85 USD
15.	ONESolution CAD Console License Annual Maintenance Fee	2	1,958.06 USD

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16.	ONESolution CAD Console License Annual Maintenance Fee	6	6,171.42 USD
17.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,186.83 USD
18.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	7	2,769.27 USD
19.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	2	1,004.12 USD
20.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	6	2,373.66 USD
21.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,450.54 USD
22.	ONESolution CAD to ONESolution CAD Base Interface Annual Maintenance Fee	1	1,561.99 USD
23.	ONESolution Calls For Service Annual Maintenance Fee	1	468.88 USD
24.	ONESolution Canine Tracking	1	879.63 USD
25.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	12,685.66 USD
26.	ONESolution Crash Export Interface	1	2,646.00 USD
27.	ONESolution E911 Interface Annual Maintenance Fee	1	1,450.54 USD
28.	ONESolution Gang Annual Maintenance Fee	1	1,758.25 USD
29.	ONESolution Incode Courts System Interface Annual Maintenance Fee	1	1,758.25 USD
30.	ONESolution Incode Courts System Interface Annual Maintenance Fee	1	2,344.30 USD
31.	ONESolution Intelligence Annual Maintenance Fee	1	1,758.25 USD
32.	ONESolution Jail Management System Annual Maintenance Fee	1	7,032.95 USD
33.	ONESolution JMS VINE Interface Annual Maintenance Fee	1	351.62 USD
34.	ONESolution Link Analysis Annual Maintenance Fee	1	2,930.40 USD
35.	ONESolution Map Converter Software Annual Maintenance Fee	1	923.08 USD
36.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,230.74 USD
37.	ONESolution MCT Client AVL License Annual Maintenance Fee	113	3,971.95 USD

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38.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	38.89 USD
39.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	2	150.64 USD
40.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	16	1,265.76 USD
41.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	6	474.66 USD
42.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	777.92 USD
43.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	113	26,357.25 USD
44.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	816.80 USD
45.	ONESolution MCT Client-Digital Dispatch	5	882.00 USD
46.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	816.87 USD
47.	ONESolution MCT Client-MAPS Annual Maintenance Fee	113	5,298.57 USD
48.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	1,978.02 USD
49.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	1,450.54 USD
50.	ONESolution MFR Client Annual Maintenance Fee	113	26,357.25 USD
51.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	148	17,348.56 USD
52.	ONESolution MFR Client-Canine	5	329.86 USD
53.	ONESolution MFR Client-Citation Annual Maintenance Fee	50	5,861.00 USD
54.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	35	4,102.70 USD
55.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	50	2,344.50 USD
56.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	6,446.85 USD
57.	ONESolution Mobile Server Software Annual Maintenance Fee	1	11,076.88 USD
58.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	1,289.39 USD

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59.	ONESolution Mugshot Capture Station Software-Add'l Annual Maintenance Fee	1	820.52 USD
60.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	1,582.40 USD
61.	ONESolution Multi-Jurisdictional JMS Option Annual Maintenance Fee	1	1,289.39 USD
62.	ONESolution Notification Annual Maintenance Fee	1	4,454.18 USD
63.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	4,102.54 USD
64.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	4,102.54 USD
65.	ONESolution Pagegate Interface Annual Maintenance Fee	1	263.73 USD
66.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
67.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,523.79 USD
68.	ONESolution Quartermaster Annual Maintenance Fee	1	606.60 USD
69.	ONESolution Racial Profiling Annual Maintenance Fee	1	1,172.16 USD
70.	ONESolution Records Management System Annual Maintenance Fee	1	25,435.79 USD
71.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	3,516.46 USD
72.	ONESolution RMS Training Module Annual Maintenance Fee	1	1,054.92 USD
73.	ONESolution State Livescan Interface Annual Maintenance Fee	1	1,992.67 USD
74.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	5,274.70 USD
75.	ONESolution Switch to Switch Annual Maintenance Fee	1	1,561.99 USD
76.	ONESolution Zetron 25 & 26 Station Toning Interface Annual Maintenance Fee	1	1,450.54 USD

Renewal Order Total:	280,281.59 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a

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Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-009 and 2022-010 approving an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

MEETING DATE
October 17, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager, Sloan Rowland, Police Chief.

SUMMARY:
This Council Bill approves an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

BACKGROUND:

A presentation and request was presented to the City Council at the October 3, 2022 informal council meeting by business owner Michelle Fowler of the Main Street Axe Company. The request was to allow her business, an axe throwing club, to be given an exemption under sections 10-17 and 10-82 to allow persons under 21 in her establishment because the business is licensed to sell intoxicating liquor and beer. She stated that she derives eighty percent (80%) of her income from the entertainment part of her business, that includes axe throwing, ping pong, skeeball and a soon-to-be added disc golf putting league. After the presentation, the City Council directed the City Attorney to bring an amendment to the Code to a future meeting to allow this exemption.

RECOMMENDATION:
Staff recommends this Council Bill be passed on first reading.

ATTACHMENTS:
Council Bill No. 2022-009 and 2022-010

COUNCIL BILL NO. 2022-009 ORDINANCE NO.

AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs.

WHEREAS, the City Code currently exempts bowling alleys from Section 10-17; and

WHEREAS, the Council finds that axe throwing clubs are an analogous use and desire to exempt them from Section 10-17.

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

Section 1. That Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" is amended to read as follows:

"It shall be unlawful for any person under the age of 21 years to linger or loiter in or about the premises of a business licensed to sell or dispense for consumption intoxicating liquor or intoxicating or nonintoxicating beer, except as provided in section 10-82, premises used primarily as a bowling alley **or an axe throwing club**, or premises licensed as provided in RSMo 311.480, or during the time when there is no alcoholic beverage on the premises or being consumed on the premises, or any person is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo 311.300."

Note: language which is **bold, underlined** has been added.

Section 2. 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 _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-009 and 2022-010 approving an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

MEETING DATE
October 17, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager, Sloan Rowland, Police Chief.

SUMMARY:
This Council Bill approves an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

BACKGROUND:

A presentation and request was presented to the City Council at the October 3, 2022 informal council meeting by business owner Michelle Fowler of the Main Street Axe Company. The request was to allow her business, an axe throwing club, to be given an exemption under sections 10-17 and 10-82 to allow persons under 21 in her establishment because the business is licensed to sell intoxicating liquor and beer. She stated that she derives eighty percent (80%) of her income from the entertainment part of her business, that includes axe throwing, ping pong, skeeball and a soon-to-be added disc golf putting league. After the presentation, the City Council directed the City Attorney to bring an amendment to the Code to a future meeting to allow this exemption.

RECOMMENDATION:
Staff recommends this Council Bill be passed on first reading.

ATTACHMENTS:
Council Bill No. 2022-009 and 2022-010

COUNCIL BILL NO. 2022-010 ORDINANCE NO.

AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs.

WHEREAS, the City Code currently exempts bowling alleys from Section 10-82; and

WHEREAS, the Council finds that axe throwing clubs are an analogous use and desire to exempt them from Section 10-82.

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

Section 1. That Section 10-82 – "Presence of underage persons" is amended to read as follows:

(a) It shall be unlawful for any licensee holding a bar license of intoxicating liquor or nonintoxicating beer, or his employee, agent or servant, to either directly or indirectly suffer or allow a person under the age of 21 years to enter the premises or to linger or loiter in or about such premises. This section shall not apply to premises used primarily as a bowling alley **or an axe throwing club**, or to any person who is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo. 311.300.

(b) It shall be unlawful for any licensee holding a modified bar license of intoxicating liquor or nonintoxicating beer, or his employee, agent or servant, to either directly or indirectly suffer or allow:

(1) Any person under the age of 15 years to enter the premises or linger on or about such premises without the presence of a parent or legal guardian and after 10:00 p.m.

(2) Any person under the age of 21 years to enter the premises to linger on or about the premises after 10:00 p.m.

This section shall not apply to premises used primarily as a bowling alley **or an axe throwing club**, or to any person who is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo. 311.300.

(3) There shall be no restriction on the presence of persons under the age of 21 in or about any premises licensed as a restaurant/bar.

(c) For purposes of this section, the term "premises used primarily as a bowling alley" shall mean the amount of bowling and bowling supplies and equipment sales total at least 50 percent of the gross income of an establishment during the three most recent calendar months preceding.

(d) **For the purposes of this section, the term "premises used primarily as an axe throwing club" shall mean an establishment that has (1) a minimum of four axe throwing lanes, each of which shall have a minimum height of ten feet and a minimum width of six feet, (2) axes of no more than 12 inches in length and a head weight of no more than two pounds, and (3) complies with the safety standards promulgated by the World Axe Throwing League.**"

(e) This section shall not prohibit the presence of persons under the age of 21 years who are on the premises solely for the purpose of repairing fixtures or equipment, making deliveries to the premises, or cleaning the premises; provided that, except in the case of emergency, there is no alcoholic beverage then being consumed on the premises."

Note: language which is **bold, underlined** has been added.

Section 2. 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 _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-535 – Approving the creation of a Park Ranger job description and placement on the Salary Administration Plan

MEETING DATE
November 7, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-535 Ordinance; Park Ranger Job Description

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; Parks and Recreation Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the creation of the Park Ranger position, job description and placement in the Salary Administration Plan.

BACKGROUND
Following public input and feedback received during the City Manager's Listening Tour, the City Council adopted a Vision and Goals to help improve the Community on behalf of residents and visitors to Joplin. City staff then developed Action Plans or Strategies to achieve the goals established by the City Council. The voters of Joplin approved a Use Tax in order to fund these Action Plans.

Strategy 14 of the Reduce Crime and Increase Safety Goal included hiring Park Ranger(s) to improve visibility and safety for citizens visiting and utilizing the City's parks system. This new position and expenditures related to providing this service will be funded by a portion of the parks and stormwater use tax proceeds. Those proceeds will currently support hiring two Park Rangers.

Staff researched the development of this position and the proposed service in order to achieve this Action Plan and, ultimately, the desire of the public. Following this research, the Parks Director and Police Chief collaborated to develop the job description and work plan for this position, resulting in the attached recommended Park Ranger job description. This position and the related expenditures are included in the fiscal year 2023 budget.

FUNDING SOURCE
This service will be funded by the Parks and Stormwater Use Tax proceeds and is included in the fiscal year 2023 budget.

RECOMMENDATION
Staff recommends approval of this council bill.

COUNCIL BILL NO. 2022-535 **ORDINANCE NO.**

AN ORDINANCE approving the job description for Park Ranger and the placement of the new position within the Salary Administration Plan for the City of Joplin.

WHEREAS, the Joplin City Council adopted certain goals based on public input and feedback gathered through the City Manager's Listening Tour; and,

WHEREAS, Action Plans were developed to meet the City Council goals for the overall betterment of the Community; and,

WHEREAS, Strategy 14 of the Reduce Crime and Increase Safety Goal included hiring Park Ranger(s) utilizing the parks and stormwater use tax proceeds; and,

WHEREAS, the Proposition Action Committee supports the creation of this position to implement this Action Plan and,

WHEREAS, the City Council of the City of Joplin desires to create this position to help meet the overall goal of reducing crime and increasing safety on behalf of the residents and visitors to Joplin's parks system.

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

Section 1. That approval of the job description for Park Ranger for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That placement of the Park Ranger position will be a Range 160 within the Salary Administration Plan.

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to create the new position in accordance with the attached, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Job Description

Job Title:	Park Ranger	Classification:	Classified
Department:	Parks and Recreation	Grade:	160
Occupational Group:	Safety Services	FLSA:	Non-Exempt
Status:	Full-Time	Supervisory:	No

Primary Purpose

Park Security Officer will serve as uniformed ambassadors representing the Parks and Recreation Department protecting the parks and facilities within the City of Joplin Parks system.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Patrols municipal park areas and facilities to prevent and discover vandalism, unruly conduct, and other violations of municipal ordinances.
2. Observes public gatherings; identifies violators; calls for police backup if involuntary detention or arrest is necessary.
3. Responds to guest or staff accidents/injuries/complaints and completes all necessary reports to document the incident.
4. Locks gates, park restrooms and checks windows/doors after facilities close.
5. Contact emergency personnel (Police/Fire/EMS) when needed.
6. Develops and maintains good public relations with the public and law enforcement officers.
7. Reports park maintenance issues or hazardous conditions to park maintenance staff.
8. Provides general assistance to the public (directions, lost children, lost or loose animals, etc.)
9. Assists with private/community events (parking, information, trail closures, etc.)
10. Explains park rules and regulations to public when needed.
11. Manages all Parks and Recreation security systems, such as:
    a. Portable surveillance cameras
    b. Data storage management
    c. Monitor system outages/repairs
12. Inspect, monitor, and report illegal camp sites on park property.
13. Monitor and respond to unlicensed motor vehicles (minibikes, ATV, etc.)
14. Make sure alcohol is not sold/consumed except where permitted.
15. Monitors facility and athletic reservations.
16. Close athletic fields due to cancellations and prohibit use of facilities when closed.
17. Ensure excessive noise compliance during park hours (park shelters, rental buildings, skate park, etc.).
18. Ensure animal compliance (dog off-leash) within the park system.
19. Assists with graffiti prevention.

Other Duties

- Write, maintain, and present detailed reports, noting any damages, theft, accidents, or other irregular activity.
- Assist in miscellaneous duties when required or instructed by supervisor, the following includes:
    a. Clean, sanitize and stock public restrooms as needed.
    b. Clear snow from sidewalks.
    c. Repair electrical and/or plumbing issues.
    d. Sweep and mop shelter floors as needed.
    e. Collect trash within the park system (grounds, playgrounds, etc.).
    f. Perform minor repairs to playground equipment
    g. Paint over graffiti in prominent areas
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of: Basic or commonly used rules, procedures or operations associated with law enforcement; knowledge of all park rules and regulations and municipal ordinances which regulate the use of the city's parks or the ability to acquire such knowledge during the probationary period; Microsoft Office Suite.

Ability to: Communicate effectively with a variety of people, answer questions and explain information courteously and tactfully with patrons; apply diversity, equity, inclusiveness, and all access lens to daily decision making; identify and prevent hazards, implement solutions, maintain safe environments; work independently and make independent judgements and decisions with minimal supervision; maintain a neat, professional appearance; establish and maintain effective working relationships with supervisor, other staff members, and the general public; communicate clearly and concisely via telephone and police radio; work evenings and weekends.

Education: Must be 18 years of age; High school diploma or GED equivalent

Experience: Former military, law enforcement and/or security experience preferred

Licenses and Certifications: Possess and maintain a valid state issued driver's license; current First Aid/CPR Certification or ability to obtain upon hire; basic pepper spray certification or ability to obtain upon hire

Physical Demands Requirements and Working Conditions

This position works predominantly in an outdoor environment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment, as well as operate a variety of hand tools and equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in-person and over the telephone or radio. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 100 pounds, or heavier with the proper use of equipment. Must possess the ability to operate a motor vehicle; strength, stamina, and mobility to perform light to heavy physical work in confined spaces; operate a variety of hand and power tools and equipment. Employees working indoors are exposed to moderate noise levels,

controlled temperature conditions, and no direct exposure to hazardous physical substances. When working outdoors, employees may be exposed to loud noise levels, cramped spaces and conditions, and mechanical hazards associated with equipment and other hazards due to working around the public. Employees may interact with upset members of the public or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam, and drug test as a condition of employment with the City of Joplin.

Revision Date: 11/1/2022	Type of Change: New Position
Revision details: Position is being created as the result of the Action Plans.	