COUNCIL AGENDA
November 16, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Recogntion Of Outgoing Board/Commission/Committee Members. Reception With The City Council Will Follow Meeting.

   2. Mayor To Proclaim November As General Aviation Appreciation Month.

   3. Brad Hodson, MSSU, Will Give A Presentation On The Economic Impact Of The University On The Community

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. November 2, 2015 City Council Meeting Minutes

      Documents: NOV 2 COUNCIL MINUTES.PDF

   2. COUNCIL BILL NO. 2015-276
      AN ORDINANCE providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-276 .PDF, COUNCIL BILL 2015-276 .PDF, SUPPLEMENTAL CB 2015-276.PDF

   3. COUNCIL BILL NO. 2015-459
      AN ORDINANCE approving an Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015.

      Documents: CB2015-459-SUMMARY SHEET.PDF, SUPPLEMENTAL ITEM AGREEMENT.PDF, SUPPLEMENTAL ITEM EXHIBIT A.PDF, SUPPLEMENTAL ITEM EXHIBIT B.PDF, SUPPLEMENTAL ITEM RFQ RESPONSE.PDF, CB2015-459.PDF

   4. COUNCIL BILL NO. 2015-461
      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, and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: CB2015-461-SUMMARY SHEET.PDF, CB2015-461-COUNCIL BILL.PDF, CB 2015-461 SUPPLEMENTAL ITEM.PDF

5. COUNCIL BILL NO. 2015-462
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144.

Documents: CB2015-462-SUMMARY SHEET.PDF, CB2015-462-COUNCIL BILL.PDF

6. COUNCIL BILL NO. 2015-530
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-530 SUMMARY SHEET CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF, CB 2015-530 ORDINANCE CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

7. COUNCIL BILL NO. 2015-532
AN ORDINANCE repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-532 SUMMARY SHEET CHAPTER 106 STREETS SIDEWALKS FEE CHANGES.PDF, CB 2015-532 ORDINANCE CHAPTER 106 STREETS SIDEWALKS FEE CHANGES.PDF

8. COUNCIL BILL NO. 2015-533
AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-533 SUMMARY SHEET CHAPTER 34 CEMETERIES FEE CHANGES.PDF, CB 2015-533 ORDINANCE CHAPTER 34 CEMETERIES FEE CHANGES.PDF

9. COUNCIL BILL NO. 2015-534
AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and

Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-534 SUMMARY SHEET CHAPTER 86 PARKS FEE CHANGES.PDF, CB 2015-534 ORDINANCE CHAPTER 86 PARKS FEE CHANGES.PDF

10. COUNCIL BILL NO. 2015-536
AN ORDINANCE repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-536 SUMMARY SHEET CHAPTER 118 UTILITIES FEE CHANGES.PDF, CB 2015-536 ORDINANCE CHAPTER 118 UTILITIES FEE CHANGES.PDF

11. COUNCIL BILL NO. 2015-537
AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-537 SUMMARY SHEET ZONING REG FEE CHANGES.PDF, CB 2015-537 ORDINANCE ZONING REG FEE CHANGES.PDF

12. COUNCIL BILL NO. 2015-538
AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-538 SUMMARY SHEET SUBDIVISION REGS FEE CHANGE.PDF, CB 2015-538 ORDINANCE SUBDIVISION REGS FEE CHANGE.PDF

13. Council Bill No. 2015-539
AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-539 SUMMARY SHEET CHAPTER 6 ADVERTISING FEE CHANGE.PDF, CB 2015-539 ORDINANCE CHAPTER 6 ADVERTISING FEE CHANGE.PDF

9. Resolutions

1. RESOLUTION 2015-023

A RESOLUTION authorizing the Finance Director and the Public Works Director to implement on-street and off-street parking policy changes in the downtown area.

Documents: RES 2015-023 SUMMARY.PDF, RES 2015-023.PDF, JOPLIN_DOWNTOWN_PARKING MAP.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2015-161
AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Sludge Pumps for the Shoal Creek Wastewater Treatment Plant, not to exceed One Hundred Thirty Thousand, and No/100 Dollars ($130,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015-161.PDF, COUNCIL BILL 2015-161.PDF, PUMP BID CB 2015-161.PDF

2. COUNCIL BILL NO 2015-162
AN ORDINANCE approving an agreement for Bartlett & West Inc. in the not to exceed the amount of Seven Hundred Ninety Eight Thousand and Nineteen Dollars ($798,019.00) for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 Project and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015-162.PDF, CB 2015-162 BARTLETT -WEST ZORA.PDF, WORK AUTHORIZATION AND AGREEMENT.PDF

3. COUNCIL BILL NO 2015-163
AN ORDINANCE approving the City to enter into an amended agreement with Allgeier Martin & Associates, Inc. in the amount not to exceed Twenty Three Thousand and No/100 Dollars ($23,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements and authorizing the City Public Works Director to execute said Agreement; and containing an emergency clause.

Documents: AMENDMENT NO. 2.PDF, SUMMARYTSO425- AMA AMEND2_2015-.PDF, CB 2015- 165 - B PORTER 11-16-15.PDF

4. COUNCIL BILL NO 2015-164
AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in

the amount of One Million Three Hundred Seventy One Thousand Nine Hundred Ninety One and 50/100 Dollars ($1,371,991.50) for the Shoal Creek Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents: SUMMARY SHEET SHOAL CREEK PUBLIC.PDF, CB-SHOAL CREEK PUBLIC SEWER 2015-.PDF, BID TAB FORM.PDF, MAP - SHOAL CREEK PUBLIC.PDF

5. COUNCIL BILL 2015-374
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2015, through October 31, 2016, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents: CB 2015-374 SUMMARY SHEET.PDF, CB 2015-374.PDF, FY 2016 UPWP (10-29-15).PDF

6. COUNCIL BILL 2015-406
AN ORDINANCE authorizing the City of Joplin to amend a Subrecipient Agreement with Crosslines Churches of the Joplin Area, Inc. to provide additional funding in the amount not to exceed Three Hundred Twenty-one Thousand, Three Hundred Two Dollars ($321,302.00) for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund, authorizing the Director of Planning, Development and Neighborhood Services to execute said Amendment for the City, and containing an emergency clause.

Documents: CB 2015-406 SUMMARY SHEET.PDF, EXHIBIT A - CROSSLINES LETTER.PDF, EXHIBIT B - FIRST AMENDMENT.PDF, CB 2015-406.PDF, CB 2015-406.PDF

7. COUNCIL BILL NO. 2015-463
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, 2015 and running through September 30, 2016, for the amount of up to Thirty Two Thousand, Four Hundred Twenty-Seven Dollars and Fifty Three Cents ($32,427.53), to enable the Health Department to provide maternal and 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: CB2015-463-SUMMARY SHEET.PDF, CB2015-463-COUNCIL BILL.PDF, CB 2015-463 SUPPLEMENTAL ITEM.PDF

8. COUNCIL BILL NO 2015-626
Authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport and containing an emergency

clause.

Documents: !AVIATION_PROJECT_CONSULTANT_AGREEMENT_JLN PFC.PDF, 2015-626 CMT PFC APPLICATION AGREEMENT.PDF, CMT PFC APPLICATION AGREEMENT.PDF

9. COUNCIL BILL NO 2015-627

AN ORDINANCE approving a change order in the amount of Twenty Nine Thousand Seven Hundred and 00/100 Dollars ($29,700.00) with Crossland Construction Company, Inc. for the installation of sewer main extension lines at Joe Becker Stadium; authorizing the City Manager to execute the change order on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

Documents: CB 2015-627 JOE BECKER CROSSLAND CONSTRUCTION CHANGE ORDER 29700.PDF, CHANGEORDERCROSSLAND11-16-15.PDF, ATTACHMENT A.PDF, ATTACHMENT B.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2015-531
AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-531 SUMMARY SHEET CHAPTER 58 FIRE FEES.PDF, CB 2015-531 ORDINANCE CHAPTER 58 FIRE FEES.PDF

2. COUNCIL BILL NO. 2015-540
AN ORDINANCE repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-540 SUMMARY SHEET CHAPTER 26 BUILDING FEES.PDF, CB 2015-540 ORDINANCE CHAPTER 26 BUILDING FEES.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2015-535
AN ORDINANCE repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2015-535 SUMMARY SHEET CHAPTER 102 SOLID WASTE FEE CHANGE.PDF, CB 2015-535 ORDINANCE CHAPTER 102 SOLID WASTE

FEE CHANGES.PDF

13. **Unfinished Business**

    1. Discussion Of The Blasters' Proposal To Restructure The Lease Agreement

14. **New Business**

    1. Appointments/Reappointments To Boards/Commissions/Committees

    2. NEWS FROM THE PIO

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES November 2, 2015

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America –led by Council Member Shaw.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley and Mayor Michael Seibert. Also in attendance were Health Director Dan Pekarek (interim for CM Anselm) and City Attorney Peter Edwards.

PRESENTATIONS
Motion by Mr. Glaze, Second by Mr. Shaw to move Resolution No. 2015-021 to this point on the agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. Mr. Scearce introduced Resolution No. 2015-021. Motion by Mr. Scearce, Second by Mrs. Colbert-Kean to approve Resolution No. 2015-021, a resolution recognizing James Gilchrist upon his retirement from active service as the Transit Driver II within the City of Joplin Public Works / Public Transit Division. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. **Resolution No. 2015-021**

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

REPORTS AND COMMUNICATIONS
City Tree Board members Gregg Wilkerson and Jason Grossman presented Council with a review of accomplishments over the past year and goals for the future for this board.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures – read by Assistant City Clerk Barbara Gollhofer

PUBLIC HEARING for RESOLUTION NO. 2015-019 - a resolution granting a Special Use Permit to Ron Barks for the operation of a car wash located at 1001 East 32nd Street, in the city of Joplin, Jasper County, Missouri.

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

Mayor Seibert opened the Public Hearing

Ron Barks, 234 Frudeger, Lake Ozark MO, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Shaw made a motion to amend Resolution No. 2015-019 to include the following: "The owner of the site shall construct a barricade on the east border of the property subject to site plan review and approval by the City Council". Mr. Stanley seconded the motion. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. Motion by Mr. Scearce, Second by Mrs. Lewis to approve Amended Resolution No. 2015-019, The Resolution was read as **Amended Resolution No. 2015-019.**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-276- an ordinance providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Mike Mellinger, 2615 E. 36th St. Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

Mr. Scearce introduced Council Bill NO. 2015-276, Motion by Mr. Scearce, Second by Mr. Glaze to place Council Bill No. 2015-276 on First Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The bill was read as **Council Bill No. 2015-276.**

PUBLIC HEARING FOR RESOLUTION NO. 2015-020- a resolution granting a Special Use Permit to Missouri American Water Company for the operation of a publicly owned utilities facility located at the southwest corner of 15th Street and Delaware Avenue, in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

David Holloway, professional engineer with Wolford, appeared on behalf of Missouri American Water Co.

No one appeared in opposition to this item.

Mr. Stanley introduced Resolution No. 2015-020. Motion by Mr. Stanley, Second by Mr. Shaw to approve Resolution No. 2015-020. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The resolution was read as **Resolution No. 2015-020**

CONSENT AGENDA – Motion by Mr. Glaze, Second by Mrs. Lewis to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0.

Minutes of the October 19, 2015 Council Meeting

RESOLUTIONS

Mr. Scearce introduce Resolution No. 2015-021 - a resolution recognizing James Gilchrist upon his retirement from active service as the Transit Driver II within the City of Joplin Public Works / Public Transit Division. Motion by Mr. Scearce, Second by Mrs. Colbert-Kean to approve Resolution No. 2015-021. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. **Resolution No. 2015-021**

Mrs. Colbert-Kean introduced Resolution No. 2015-022 - a resolution authorizing the filing of a Sixth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin. Motion by Mrs. Colbert-Kean, Second by Mr. Stanley to approve Resolution No. 2015-022. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. **Resolution No. 2015-022**

ORDINANCES - EMERGENCIES

Mr. Stanley introduced Council Bill No. 2015-008 - an ordinance authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and 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. Stanley, Second by Dr. Rosenberg to amend Council Bill No. 2015-008 in Section D of the contract, as discussed. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Seibert, Shaw and Stanley 6. Nays: Glaze, McCreary and Scearce, 3. Motion by Mr. Stanley, Second by Dr. Rosenberg to approve Amended Council Bill No. 2015-008 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, 7. Nays: Glaze, McCreary, 2. The Amended Council Bill was declared Adopted and entitled **Ordinance No. 2015-174.**

Mr. Glaze introduced Council Bill No. 2015-009 - an ordinance authorizing the City of Joplin to enter into an Agreement with the Joplin Sports Authority for the purpose of providing marketing services; and 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. Glaze, Second by Mrs. Lewis to approve Council Bill No. 2015-009 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-175**

Mr. Scearce introduced Council Bill No. 2015-010 - an ordinance approving a Purchase Order to be issued to SunGard OSSI 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 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause. Motion by Mr. Scearce, Second by Mrs. Lewis that Council Bill No. 2015-010 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-176.**

Mrs. Lewis introduced Council Bill No. 2015-159 - an ordinance approving the contract with Bennett Inc. in the amount of Two Hundred Ninety Four Thousand Nine Hundred Sixty Five and no/100

Dollars ($294,965.00) for the Hill Street Storm Drain Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Shaw that Council Bill No. 2015-159 be approved on emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-177.**

Mrs. Lewis introduced Council Bill No. 2015-160 - an ordinance approving the contract with Dalton-Killinger in the amount of Seven Hundred Sixty Eight Thousand Six Hundred Seventy One and 65/100 Dollars ($768,671.65) for the 10th & Peters Avenue Ditch and Culvert Improvements in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Stanley that Council Bill No. 2015-160 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-178.**

Mr. Shaw introduced Council Bill No.2015-527-an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Overland Group, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6,000 square feet of land at 1402 ½ 14th Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. McCreary Council Bill No. 2015-527 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-179.**

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2015-373 - An Ordinance approving a change order submitted by Sapp Design Associates related to the Agreement for Architectural Services for the design of the Joplin Public Library, in the amount of Two Hundred and Ninety-Five Thousand Dollars and 00/100 ($295,000.00), for additional scoping and design services for the Economic Development Administration funded Library Project, and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement. Motion by Mr. Scearce, Second by Mr. Stanley to Deny Council Bill No. 2015-373. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, and Stanley 7. Nays: Glaze, Shaw, 2.

Mr. Stanley introduced COUNCIL BILL NO.2015-459-an ordinance approving an Agreement for Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015. Motion by Mr. Stanley, Second by Mrs. Colbert-Kean to Pass Council Bill No. 2015-168 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-461 - 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, and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Stanley, Second by Mr. Scearce to Pass Council Bill No. 2015-461 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-462 - an ordinance amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144. Motion by Mr. Stanley, Second by Mrs. Lewis to Pass Council Bill No. 2015-462 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-530 - an ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Scearce to Pass Council Bill No. 2015-540 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-532 -an ordinance repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mrs. Lewis to Pass Council Bill No. 2015-532 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mrs. Lewis introduced Council Bill No. 2015-533 - an ordinance repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mrs. Lewis, Second by Mr. Shaw to Pass Council Bill No. 2015-533 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-534 - an ordinance repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees,

of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw to Pass Council Bill No. 2015-534 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-535 - AN ORDINANCE repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw to Pass Council Bill No. 2015-535 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Seibert, Shaw and Stanley 8. Nays: Scearce, 1.

Mr. McCreary introduced Council Bill No. 2015-536-an ordinance repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective. Motion by Mr. McCreary, Second by Mrs. Colbert-Kean to Pass Council Bill No. 2015-536 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-537 - an ordinance repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw to Pass Council Bill No. 2015-537 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mrs. Colbert-Kean introduced Council Bill No. 2015-538 - an ordinance repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this

Ordinance shall become effective. Motion by Mrs. Colbert-Kean, Second by Mr. Glaze to Pass Council Bill No. 2015-538 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-539 -an ordinance repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw to Pass Council Bill No. 2015-539 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:
News from the PIO:
Residential Leaf Pick Up Program: begins November 30, weather permitting. Residents should rake their leaves to the curb for this service. To dispose of leaves now, residents can take them to the Joplin Compost Facility next to the Turkey Creek Waste Water Treatment Plant at 3457 Eddy Lane.

Public Park Naming Contest: Citizens have until November 9, 2015 at 5:00 pm to submit their name suggestions for Joplin's newest park located on the southeast corner of 26th and McClelland Boulevard. Contact City Hall, 417-624-0820 ext. 541 for more information.

Mrs. Colbert-Kean reported on her trip to Japan as a Delegation Exchange representative for the National League of Cities, of which she is the President-Elect. She said it was a great education experience and many good ideas were exchanged regarding disaster management and recovery. She will prepare a summary to share with the council.

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 as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

There being no further business the meeting adjourned at 9:55 p.m.

Submitted,
Barbara Gollhofer
Barbara J. Gollhofer, MRCC, Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 2, 2015

Item: COUNCIL BILL NO. 2015-276
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/15/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 037-15: 175 Feet north of the Northwest Corner of 15th Street and Range Line Road – A request for the vacation of an alley easement – Majzoub Family Trust.

STAFF SUMMARY:
This easement is the site for the future Chili's development at the Northwest Corner of 15th Street and Range Line Road. In order to construct the restaurant on this site, Chili's needs to build on top of the location of the existing easement. This is an alley easement that is also used for utility lines within the alley. Currently there is a sanitary sewer line that runs through the easement.

These lots were rezoned C-3-PD and the Chili's site plan was approved by Planning and Zoning on April 13, 2015 and the City Council on May 18, 2015.

Staff recommends approval of Case 037-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger appeared representing the Majzoub Family Trust to request the vacation of the alley in Case 037-15. Several months ago, they appeared before this commission and the City Council to request zoning of this property for Chili's but did not have consent from all the utility companies to vacate the alley. They have now received consent from all the utilities and are now requesting the alley vacation.

PUBLIC COMMENT:
None.

P & Z Case 037-15
Majzoub Family Trust
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-276 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the remaining portion of a 20-foot wide public alley easement located 175 feet north of the northwest corner of 15th Street and Range Line in the 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:

> ALL THAT PART OF THE PLATTED TWENTY (20) FOOT WIDE ALLEY LYING SOUTH OF AND ADJOINING LOTS NUMBERED SEVENTY-THREE (73) THROUGH SEVENTY-SEVEN (77), INCLUSIVE AND LYING NORTH OF AND ADJOINING LOTS EIGHTY-EIGHT (88) THROUGH NINETY-TWO (92), INCLUSIVE, ALL IN CAMPBELL'S FIRST ADDITION; AND ALL OF THE NORTH 10.0 FEET OF LOTS EIGHTY-NINE (89) THROUGH NINETY-ONE (91) OF CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 15, 2015
City Council Meeting: November 2, 2015

STAFF PLANNING REPORT
Vacation

CASE 037-15 A request for the vacation of an alley easement.

APPLICANT Majzoub Family Trust

REPRESENTATIVE Levi Greer

LOCATION 175' north of the Northwest Corner of 15th Street and Rangeline Road

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	20x280 ft

REASON FOR VACATION

The Majzoub Family Trust would like to vacate this alley easement so that the future Chili's restaurant can construct their facilities on this property without building in an existing easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes – sanitary sewer.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This easement is the site for the future Chili's development at the Northwest Corner of 15th Street and Rangeline Road. In order to construct the restaurant on this site, Chili's needs to build on top of the location of the existing easement. This is an alley easement that is also used for utility lines within the alley. Currently there is a sanitary sewer line that runs through the easement.

These lots were rezoned C-3-PD and the Chili's site plan was approved by Planning and Zoning on April 13, 2015 and the City Council on May 18, 2015.

Staff recommends approval of Case 037-15.

ENCLOSURES

Application

Survey

RECEIVED
8-2715

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.:_____
Filing Fee: $ 350.00
Date Advertised:_____
Date Notices Sent_____
Public Hearing Date:_____

I. Applicant Name: MAJZOUB FAMILY LP Phone: 781-8812

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: PO Box 2602 Joplin MO Zip: 64803

Email: yorktownpeps@gmail.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation ✓

Utility vacation_____

Other (Please specify)_____

III. Legal Description of area requested to be vacated: See attachment.

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

1. Private rights will not be injured or endangered by the vacation. The area where the alley is was a drainage culvert and was not visible as an alley.

2. The vacation will not cause the public to suffer a loss or inconvenience. See above.

3. In justice to the applicant(s) the vacation should be granted. We own the property on both sides of the alley. The vacation will allow us to use the property more effectively.

V. Required Attachments:

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

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

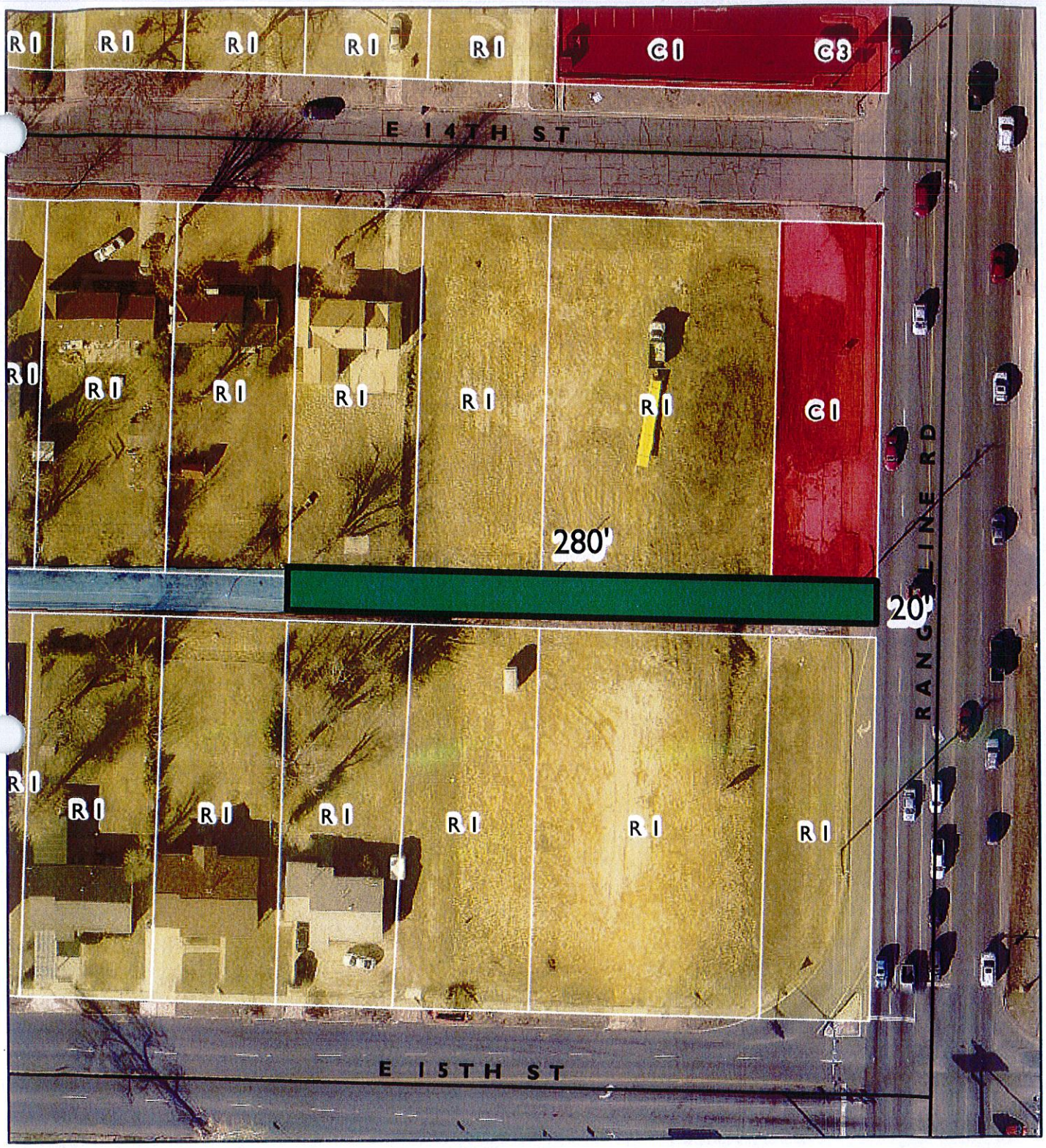
SIGNATURE: _____ DATE: 8-26-15

BY: JEFF MAZOUB

TITLE: MANAGER

Alley area to be vacated

T.G.
MAWC
E-28-15



0 55 110 220 330 440 Feet

Case 037-15: 175' north of the Northwest Corner of 15th Street and Rangeline Road – A request for the vacation of an alley easement – Majzoub Family Trust.

N

Case 037-15: 175 Feet north of the Northwest Corner of 15th Street and Range Line Road – A request for the vacation of an alley easement – Majzoub Family Trust.

Mr. Eastman opened the public hearing for Case 037-15.

Mr. Mike Mellinger, 2615 East 36th Street, Joplin, Missouri, appeared representing the Majzoub Family Trust to request the vacation of the alley in Case 037-15. Several months ago, they appeared before this commission and the City Council to request zoning of this property for Chili's but did not have consent from all the utility companies to vacate the alley. They have now received consent from all the utilities and are now requesting the alley vacation.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 037-15.

MR. SMITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 037-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-459

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES ; EXHIBIT A SCOPE AND FEE PROPOSAL BY ARCHITECT ; EXHIBIT B CITY OF JOPLIN RFQ 2015-RFQ-03; ARCHITECT RFQ RESPONSE DATED MARCH 10, 2015 ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
Public Works Director: Nicholas Heatherly
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an Agreement For Professional Architecture Consulting Services between the City of Joplin and Hunter & Millard Architects, Inc., for design work associated with the storage/garage facility for the city health department.

DISCUSSION:
Currently the city health department utilizes a garage facility located under the north approach of the Pennsylvania Street Viaduct. The department has utilized this facility for many years. The department uses this facility to house the 3 animal control truck/carrier units, all associated animal control equipment (traps, cages, etc.), a pickup utilized by the mosquito control program, all associated mosquito control equipment such as a skid mounted fogger, and various chemicals used in the mosquito control program.

The current facility is quite old and is in serious disrepair. Being located under the old viaduct, (the viaduct acts as the roof for the garage), renovation of the facility is not a good option nor is it cost effective. Further, the facility is undersized for the needs of the department.

In response to the condition of the facility, the city council at the February 18, 2014 meeting approved the purchase of property at 325 E. 3rd street to be utilized as a site for a future replacement facility. In the 2014-2015 city budget, $250,000 was allocated for a replacement facility.

On March 2, 2015 a Request For Qualifications (RFQ) For Architectural Services was advertised requesting responses from qualified vendors for the project. Responses were received from 7 architectural firms. The responses were reviewed by a review panel including public works and health department staff and the firm of Hunter and Millard was chosen as the most qualified firm based on their response.

After initial discussions with Hunter and Millard representatives to further define the Scope of Work for the project, an anticipated cost estimate of approximately $325,000-350,000 has been provided for the work, exceeding the budgeted allocation. Based on that information, staff is recommending entering into an agreement with Hunter & Millard, Inc. but proceeding forward with only Phases 1-3 of the project. Costs for these phases is $29,800. This would allow for all site explorations and design of the building to include design drawings. This may further define costs estimates for the complete project. Phase 4-Bidding and 5-Contract Administration (construction) would await possible future funding opportunities. If funding opportunities are found for the shortfall, costs bid for Phase 4 and 5 are fixed for up to 18 months from the date of the agreement.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Hunter & Millard Architects, Inc. Address: 3323 E. 32nd Street, Suite B JOPLIN, MO 64804
Attention: Samuel L. Anselm	Attention: Elliott D. Hunter
Department: City Manager	Phone: Fax:
Phone: **417-624-0820, ext 205** Fax:	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a project identified in this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect is licensed by the Missouri Board for Architects, Professional Architects, and Engineers to perform the services designated under this contract, and further represents that all services shall be done under the direction of a licensed professional by the Missouri Board for Architects, Professional Architects, and Engineers;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees to perform the services described in this Agreement. The services of the Architect shall commence as soon as practicable after the execution of this Agreement, 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. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental Architecting work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

   (a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2015-RFQ-03, which is incorporated fully herein and attached hereto as Exhibit B. Exhibit B provides the General Requirements and Scope of Work. The Scope of Services for this Agreement shall also include the Services as set forth in Exhibit A, identified in the Architect's Response and Proposal for the design of the Project. The current scope shall include Phase 1, 2 and 3. Phases 4 and 5 may be authorized by the City at a later date.

2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this Agreement, 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 outlined in this Agreement.

3. **Payment.** The City, pursuant to this Agreement, shall pay Architect the consideration set forth in the Architect's Fee Proposal, a fixed price proposal, which is incorporated fully herein and attached hereto as Exhibit A, which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. The total costs for Architect's services under this Agreement shall not exceed $37,250.00 for Phases 1, 2, 3, 4 and 5. For only Phases 1,

2 and 3 the total cost shall not exceed $29,800.00. This not to exceed amount includes any printing, postage, mileage and incidental expenses.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. **Termination of Contract.**

   a. Termination for breach. Failure of the Architect to fulfill the Architect's obligations under this contract in a timely and satisfactory manner. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

   b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect 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 Architect from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignmentshall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** 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.

11. **Occupational License**: The Architect 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 Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder, as are enacted as of the date of rendered services. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Architect is current.

13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Architect 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.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.

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

    a) The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Architect 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 Architect 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 Architect will, in all solicitation or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

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

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

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

g) In the event of the Architect'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 Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Architect 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 Architect 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 Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Architect may request the United States Government to enter into such litigation to protect the interests of the United States.

17. **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.

18. Affirmative Action for Handicapped Workers

a. The Architect 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 Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

f. The Architect 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 Architect 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.

19. **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.

21. **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.

22. **Authorized Employees**. Architect 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. Architect 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.

23. **Interest of Architect and Employees**. The Architect 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 Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

24. **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 Architect shall take appropriate steps to assure compliance.

25. **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 Architect shall take appropriate steps to assure compliance.

26. **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 Architect is associated with a business entity, Architect 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, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

28. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect 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 Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect 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 Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

29. **City Benefits**. The Architect 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. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect 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 Architect to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Architect 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 Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Health Department, 602 S. Main, Joplin, MO 64801

All policies except for the professional liability policy 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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2, 727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. 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 Architect shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Architect 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 Architect 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 Architect, upon 10 days written notice, to execute a contract addendum whereby the Architect agrees to provide, at a price not exceeding Architect'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.

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

    a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

    c) In no event shall the City be liable to the Architect 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.

33. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD/electronic files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

34. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

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

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

37. **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 Architect arising out of or related to this agreement or the breach thereof, will be first submitted to mediation, and if the dispute is not resolved, the parties may pursue all other available legal remedies.

38. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

39. **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.

43. **Documents Made a Part of This Agreement**.

a. Exhibit B. City of Joplin RFP 2015-RQQ-03.
b. Exhibit A. Scope and Fee Proposal by Architect.
c. Architect RFQ Response dated March 10, 2015

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

Architect: Hunter & Millard Architects, Inc.

By: _____

Printed Name: Elliot D. Hunter

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

Date: _____

Hunter & Millard Architects, Inc.

Exhibit "A"

For: Storage for Joplin Health Dept.

Architectural services shall consist of the following:

Phase 1&2 Schematic Design and Design Development

1. Visual and photographic survey of the proposed site by the Architect.
2. Boundary and topographic survey with Civil engineers.
3. Exploratory site borings for soil strength and possible subsurface problems.
4. Review of design criteria as presented in the request for proposals with City Health Department representatives.
5. Preparation of schematic, site plans, floor plans and exterior elevations. These will be done with the assistance our civil, structural and mechanical engineers.
6. Presentation of schematics to Health Department for critique and modification.
7. Plan critiques continue until design has satisfactorily met Health Department requirements.
8. Planning, Zoning, Building Codes, ADA, Detention Storage and other Life safety requirements are constantly monitored during the design development process.
9. Attention to budget constraints is exercised throughout schematic design. An Architect's estimate will be issued at the conclusion of this Phase.
   A pre-development meeting will be scheduled with Building Department at the appropriate point in the Schematic process.

In summary, work provided in these phases would include, but not be limited to the following:

- *Development of project scope*
- *Pre-development meeting*
- *Schematic site plan*
- *Schematic design of floor plans*
- *Exterior views*
- *Code and ADA compliance*

3323 E. 32nd Suite B Joplin, MO 64804 417-624-8872 hunterandmillard. com

Hunter & Millard Architects, Inc.

Phase Three Contract Document Phase.

1. Detailed drawings are commenced. They are based on the approved schematic plans.
2. Documents shall include: Site plan prepared by Civil; Engineers, Floor plan, Room finish and door schedule, Roof plan, Building sections, Wall sections, Miscellaneous Cabinetry and other details, Foundation plan, structural plans and details prepared by structural engineers, Plumbing, HVAC and Electrical plans prepared by Mechanical engineers, Project specifications prepared by the Architect and his engineers. Specifications shall include Prevailing wage schedule and Instructions to Bidders.

3. Coordination between the Architect's team and the Health department continues as detailed plans are developed.

Note: The Phases Four and Five as outlined below shall not be performed under this agreement until authorized in writing by the City of Joplin.

Phase Four Bidding Phase.

In this phase the Architect shall assist you in advertising for, and notifying prospective bidders, holding a bid opening, and qualifying those bids.

Phase Five Contract Administration.

1. Architects and engineers conduct periodic site visits at critical construction points.
2. Architects and engineers review of shop drawings and submittals
3. Architect's review of pay requests from general contractor.
4. Architect shall issue Change Orders as needed.
5. Architects and engineers shall conduct final punch list.

Not included in proposed services are environmental studies or asbestos abatement studies.

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Hunter & Millard Architects, Inc.

Hunter and Millard's fee for services as outlined in "Exhibit A" would be **$37,250**. Fee includes any printing, postage, or mileage.

Payments would be due as follows:

Completion of Phases 1 & 2--------20% or $7,450
Completion of Phase 3----------60% or$22,350
(Phase 3 would be billed monthly based on percentage of completion)
Completion of Phase 4----------No billing due
Phase 5 –The remaining 20% or $7.450 would be billed in equal monthly payments over the Construction period.

Fee amount for Services for **Phases Four and Five** shall be fixed for 18 Months from date of this agreement.

Our statements are typically sent on the 20th of each month, however, that date can be adjusted to suit a client's particular situation.

Hourly rates for any services outside this agreement are:

Registered Architects----------$85 per hour
Technical staff----------$65 per hour
Engineers and consultants @ their invoice price

Estimating construction cost without plans is difficult, but given the information provided and having reviewed the site we believe **the cost would be in the range of $325,000 to $350.000**. This figure is derived from comparative costs.

From notice by the City, the **Schedule of service mileposts** would be expected as follows:

Week 1:
Initiate contract with City
Architects examination of the site
Architect initiates contract with Civil engineer for survey and soil boring.
Architect initiates contract with PME and Structural Engineer

Hunter & Millard Architects, Inc.

Schedule meeting with Health Dept. to review requirements.
Begin preparing schematic plans.

Week 2:
Review schematics with Health Dept. and Architects consultants.
Modify Schematic plans in response to clients critique.

Week 3:
Review modified schematics with Health Dept. and Architects consultants.
Modify plans from previous meeting
Schedule Pre-development meeting with City Building Department (might be scheduled in week 2 to receive an appropriate appointment time)
Modify plans in response to Bldg. Dept. review. (if Required)
Final review with Health department.

Week 4:
Commence detailed contract documents.
Continue review with Health Dept. as plans proceed.
Coordinate Engineers efforts with Health Dept.(Civil, mechanical and structural review as required)
Request Wage Determination from state.

Week 5:
Complete detailed Architectural Contract Documents
Architect's review and coordination with Engineers.

Week 6:
Receive completed Engineering documents
Final Review.

Remaining to be done: (not yet authorized under this agreement)
Initiate Bidding Phase Four
Coordinate bidding with city requirements.
Bid opening
Bid review.

Hunter & Millard Architects, Inc.

Contractors Commencement of construction:
Architect and Engineers commence services outlined in Phase 5

Scheduling requirements by the client, Architect, or consultants could result in extension of this schedule.

END of EXHIBIT "A"

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
(2015-RFQ-03)

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
FOR A GARAGE/STORAGE FACILITY FOR THE JOPLIN HEALTH DEPARTMENT
TABLE OF CONTENTS

I. PURPOSE OF RFQ..... 4
II. LOCATION..... 4
III. OBJECTIVES..... 4
IV. SCOPE OF WORK..... 4
V. FUNDING..... 4
VI. SELECTION PROCESS..... 4
VII. EVALUATION CRITERIA..... 5
VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION.....5
IX. SUBMITTAL INSTRUCTIONS.....6
X. CONTENT OF SUBMITTAL.....6

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

Request For Qualifications (RFQ) for Architectural Services for a Garage/Storage Facility for the Joplin City Health Department are to be addressed to City of Joplin, Attn: Daniel Pekarek, Director, Joplin City Health Department, 321 E. 4th St., Joplin, Missouri 64801 and will be received on or before Wednesday, April 01, 2015 DATE, 2014, until 2:00 p.m.

ARCHITECTURAL SERVICES
FOR A GARAGE/STORAGE FACILITY FOR THE JOPLIN HEALTH DEPARTMENT

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ
CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with a Garage/Storage Facility for the Joplin City Health Department as herein outlined.

LOCATION
CITY OF JOPLIN is planning to construct a Garage/Storage Facility for the Joplin City Health Department. The facility location will be 325 E. 3rd St. in Joplin, Mo. The scope of this project includes design, site work, permits, contractor negotiations, project oversight, etc. necessary for completion of a garage/storage facility ready for occupancy and use . All work is in Joplin, Missouri. CITY OF JOPLIN intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE
CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work to be developed after a qualified architectural firm is chosen.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Architects". CITY OF JOPLIN will give prime consideration to the Architect with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK
The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon the initial selection of a Respondent based upon qualifications, with whom negotiations will proceed, a Scope of Work will be developed. CITY OF JOPLIN anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING
Funding for the work described herein will be provided by CITY OF JOPLIN.

SELECTION PROCESS
Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received.

The selected respondent whose selection was based on qualifications will then negotiate with CITY OF JOPLIN on a not-to-exceed fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent until a mutually agreed contract can be negotiated.

EVALUATION CRITERIA

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Qualifications of Firm (10 points)
   Qualifications of firm, specifically as they relate to this Project.
B. Firms Experience on Similar Projects (10 points)
   Related project experience of the firm(s) and the individuals who would be assigned to this Project.
C. Available Resources to Complete Project (10 points)
   This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
D. Responsiveness to the RFQ (5 points)
   This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.
E. Professional References (10 points)

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

RFQ Schedule

Activity	Date
RFQ issued	March 02, 2015
RFQ due date	April 01, 2015

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

A. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

B. **All Information True** – By submitting a response, Respondents represent and warrant that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

C. **Interviews** – After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's approach, but on an appraisal of the persons who would be directly involved in the Project.

D. **Inquires** – Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

E. **Cost of Responses** – CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

F. **Contract Negotiations** – This RFQ is not a contract or a commitment of any kind. If this RFQ results in a contract offer by CITY OF JOPLIN, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

G. **No Obligation** – CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. An original and one copy of the responses are to be delivered to Daniel Pekarek, Director, Joplin City Health Department, at the address set forth below at or before 2:00pm, on, Wednesday, April 01, 2015 . All submittals must be labeled:

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
FOR Garage/Storage Facility for the Joplin City Health Department

ATTN: Daniel Pekarek, Director,
Joplin City Health Department
321 E. 4th St., Joplin Mo. 64801

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Firm Information**
  a. Firm name, addresses, and telephone numbers of all firm offices.
  b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
  c. Years firm has been in business.
  d. Name of principals in firm.
  e. Primary contact.
  f. Organizational description.
  g. Description of firm's philosophy.

- **Divider #2: General Company History/Qualifications**
  a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
  b. An organization chart that explains team member responsibilities.
  c. Name of the Project Team Leader in charge of project.
  d. The resumes of all persons to be assigned to the project with their prospective roles identified.
  e. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Missouri.

- **Divider #3: Financial and Legal Status**
  a. Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required.
  b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
  c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
  d. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #4: Experience and References**
  a. Discussion of Architect's experience in working with government Agencies.
  b. List of representative Governmental projects, whether ongoing or completed, including references. Please begin with projects in Missouri. For each, please provide:
    i. Project name and location
    ii. Year completed
    iii. Short description of project
    iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
    v. Cost of Construction for project
    vi. Names, addresses and telephone numbers of general contractor and engineer
    vii. Design and construction cost and whether or not it was completed on time
  c. List of all projects currently under contract

- **Divider #5: Management and Organizational Approach**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

a. Describe your firm's understanding of the project.
b. Describe how the firm will organize to perform the services.
c. Description of Architect's approach to code analysis and jurisdictional approvals.

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

The Joplin City Health Department desires a garage/storage facility generally to house vehicles, equipment and supplies associated with the city's animal control program and mosquito control program and for storage of emergency operations equipment and supplies. The facility should include:

- Metal one story building 10-ft. eave, batt insulation on concrete slab of approx.. 5,400 sq. ft.
- Parking spaces in facility for 3 pickup size animal control program trucks.
- Parking space in facility for 1 mosquito control pickup size truck.
- Parking space in facility for 1, 14 ft. box trailer.
- 1(or2) additional parking spaces if possible.
- Enclosed storage room (approx. 312 sq. ft.) for storage of emergency operations supplies.
- Electrical service adequate for facility.
- Gas service adequate for facility.
- Plumbing stubbed out (water and wastewater) for 2 ADA accessible restrooms (men and women) and one water fountain (for possible future need).
- One deep handwash sink with eye wash station.
- One indoor hose bib.
- One mop sink.
- Heating system adequate for facility.
- Exhaust fan for cooling purposes.
- Single stationary 1000lb. overhead winch.
- Floors sloped to floor drains, all drains to interceptor.
- Area for (possible) future office.
- Overhead door and one single entry door suitable for facility.
- Storm water management necessary for facility.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant

City of Joplin
Request for Qualifications
For Architectural Services

A Garage/Storage Facility
For the Joplin Health Department

312 E. 4th St., Joplin MO 64801
3/10/15

In response for Request for RFQ's Dated 03/02/2015

Hunter & Millard
ARCHITECTS, INC.

3323 E. 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Hunter & Millard
ARCHITECTS, INC.

March 10, 2015

Daniel Pekarek, Director
Joplin City Health Department
321 E. 4th St.
Joplin, MO 64801

Re: Request for Qualifications for Architectural Services for the
Joplin City Health Department

Dear Mr. Pekarek,

Thank you for the opportunity to present our qualifications to the Joplin City Health Department for Architectural Engineering Services. Attached is our qualifications for services, which includes information about our firm and design team. This submission is in response to your Request for Qualifications dated 03/02/15.

If any other information is needed or there are any questions about this submittal, please contact us. If you would like to interview our design team before the selection is made, we would be available. Again, we appreciate your consideration and hope to become part of the team to build the Garage/Storage Facility for the Joplin Health Department.

Sincerely,

Elliott D. Hunter, AIA
Architect

Jeffrey Millard, AIA
Architect

3323 East 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Table of Contents

1. Divider #1- Firm Information

2. Divider #2- General Company History/Qualifications

3. Divider #3- Financial and Legal Status

4. Divider #4 – Experience and References

5. Divider #5- Management and Organization Approach

6. Resumes

Hunter & Millard
ARCHITECTS, INC.

Divider #1: Firm Information

a. Hunter & Millard Architects, Inc.
3323 E. 32nd Street, Suite B
Joplin, MO 64804
Telephone: 417-624-8872 Fax: 417-781-0884

b. Hunter & Millard Architects, Inc. is a corporation. We have a total of 6 employees. The Principals/Architects of the firm are Elliott Hunter & Jeff Millard. Josh Anderson is an Architect-in-training. Eddy White and Casey Tullis are drafting and design consultants. Our office manager is Amanda Powell and Alyssa Hunter is our marketing director.

c. The firm was established in 1985 and has been in business for 30 years.

d. The Principals/Architects of the firm are Elliott Hunter & Jeff Millard.

e. Primary Contact: Elliott Hunter, Architect 417-624-8872
elliott@hunterandmillard.com

f. As a smaller firm (6-7 employees) roles are not narrowly defined and many responsibilities are shared.

As Chief stock holder, management and plan development is the main charge of Jeff Millard.

Elliott Hunter's role is to support Jeff, review and consult on plans in progress.

Amanda Powell fills the multiple roles of secretary, purchasing and office management.

Josh Anderson, Casey Tullis and Eddy White share in planning, detailing and generally producing the contract documents. Production staff and principals, Jeff and Elliott coordinate with our consulting engineers. Everyone on staff is involved in code and ADA compliance.

Typically, as the Architect of Record, plans are subject to Elliott's review before they are sealed.

Contract Administration including, site observation, payment approval and coordination between owner and contractor are duties overseen by Elliott. Shop drawing review is conducted by Jeff and staff and the appropriate consulting engineers.

Our marketing Director, Alyssa Hunter, supports Jeff and Elliott in our marketing effort.

g. Hunter & Millard Architects, Inc. is a full service architectural firm based in Joplin, MO. Founded by Elliott Hunter in 1985, the firm was originally located in historic Carthage, MO. Since the beginning, we have strived to bring our clients a product that is both aesthetically pleasing and cost efficient. We like to think that our design approach combines creative thinking with rational, real world solutions. Hunter & Millard Architects specializes in the design and planning of a wide range of facilities, including educational, commercial, industrial, medical, civic, and worship. While our projects vary in size, scope, and complexity, we pride ourselves on a design excellence that does not adhere to just one style, but focuses on being sensitive to the needs of each individual program. At Hunter & Millard Architects, design is what we do, and it is our job to make our clients' vision a reality.

We have been involved in architecture in the Joplin area for many years, (Elliott Hunter's career began in 1962). This has provided our firm with a thorough understanding of local architecture and construction. At its founding in 1985, our current firm combined design and construction in a construction management format. We believe our experience in that mode leads to an advantage for us by providing a good understanding of the owner/architect/contractor relationship and has led to smooth coordinated projects.

Our smaller sized firm assures that clients will receive full attention of principals throughout the project. Our experience with contractors includes general or "open" bids, invited bidding, negotiating with individual contractors and various forms of construction management. We would be pleased to discuss pros and cons of those approaches in detail with you.

Our website www.hunterandmillard.com and our Facebook page "Hunter & Millard Architects, Inc. has photos of some of our projects.

3323 E. 32nd Street Suite B
Joplin, Missouri 64804
Telephone: 417-624-8872 Fax: 417-781-0884
hunterandmillard.com

Divider #2: General Company History/Qualifications

a. The firm was originally "Elliott Hunter & Associates, Inc", at its start in 1985. The firm was located at 525 N. Garrison Avenue in the historic 'Lincoln School' building.

Elliott Hunter started the firm after leaving Ivan McElwee Associates and JMH Construction Management, of which he was a founding partner. Previously he had worked for Goodman Church Builders from 1962 to 1983, and Carthage Marble before that.

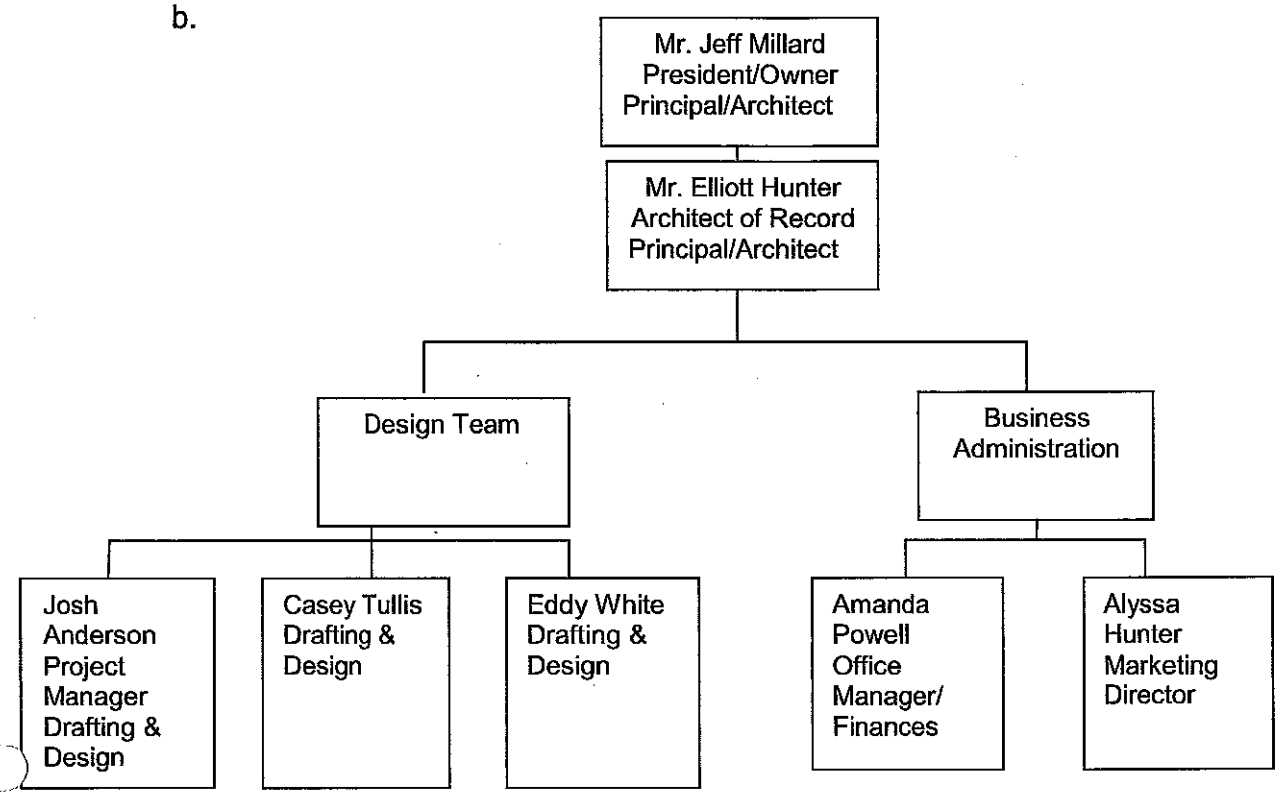
Jeff Millard joined the firm in 1987 and for the next several years the firm concentrated on the design and construction of the Precious Moments Chapel Campus located in Carthage, Missouri. The firm also had a construction management division that was involved in the construction of the chapel facility. This division was eliminated at the completion of the chapel facility to focus strictly on providing architectural services to the community.

Jeff Millard became a registered architect in 1993 and in 2002 became a partner in the firm. At this time the firm name was changed to "Hunter & Millard Architects, Inc.". The firm also operates and "Hunter & Associates, P.C." in the states of Kansas and Oklahoma.

The firm moved to Joplin, Missouri approximately eight years ago and was located the Commerce Executive Center at 211 S. Main Street. The company recently changed locations to a newer and larger office in June of 2013. We are currently located at 3323 E. 32nd Street, Suite B., Joplin, Mo.

Municipal projects are almost always full service, in which we provided the following, design contract documents, bidding and contract administration.

b.



c. Project Team Leader for this project: Jeff Millard, Architect

d. Project Team for this project:

Principals/Architects:
Elliott Hunter, Jeff Millard – client contact, scope development, and preliminary design.

Technical Staff:
Josh Anderson, Casey Tullis, Eddy White – drafting & design

Office Manager:
Amanda Powell - invoicing and clerical duties associated with project.

Consultants:
Conway Duncan, Springfield Missouri: plumbing, hvac, and electrical engineering.

Pinnacle Design, Springfield, Mo for Structural Engineering.

Civil Engineers:
Anderson Engineering, Inc., Joplin, MO.

Project team consultant resumes are at the end of this submittal.

e. Architects/Engineers documentation of Missouri registration.
Elliott Hunter, Hunter & Millard Architects, Inc.
Missouri Registration #A4617
Jeffrey Millard, Hunter & Millard Architects, Inc.
Missouri Registration #006845
Chris Duncan, Conway Duncan Engineering
Missouri Registration # 2005021661
Kevin Conway, Conway Duncan Engineering
Missouri Registration #028270
Ronald Hamme, Pinnacle Design Consultants
Missouri Registration #028139
Bryan Osborn, Anderson Engineering, Inc.
Missouri Registration #PE-2008019582

If copies of Missouri license or Missouri Certificate of authorities are need, please let us know.

Divider #3: Financial and Legal Status

a. Hunter & Millard Architects, Inc. has adequate capital to function on projects of this scope and much larger.

b. None

c. None

d. Please see attached Certificates of Insurance.

*In 30 years of operation, we have been in no court actions whatsoever. We maintain an errors and omissions insurance policy, but have never filed a claim

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael J Hall & Company
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J. Hall & Company
PHONE (A/C, No, Ext): 360-598-3700 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@hallandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAVIGATORS INSURANCE COMPANY	42307
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 2372
Hunter & Millard Architects Inc
3323 E. 32nd Street Suite B
Joplin MO 64804

COVERAGES **CERTIFICATE NUMBER:** 981291904 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab: Claims Made			CM14DPL034652IV	5/7/2014	5/7/2015	$500,000 Per Claim $500,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Joplin City Health Department
321 E. 4th St.
Joplin MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Geoff Bollet

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Dale Samuels(1414310) 2914 E 32nd St Ste 306 Joplin MO 64804-4403	PHONE (A/C, No, Ext): 417-782-6822	FAX (A/C, No):
	E-MAIL ADDRESS: dsamuels1@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Truck Insurance Exchange	21709
	INSURER B : Farmers Insurance Exchange	21652
	INSURER C : Mid Century Insurance Company	21687
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: HUNTER & MILLARD ARCHITECT IN, 3323 E 32ND ST STE B, JOPLIN MO 64804

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			605840827	06/22/2014	06/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [X] NON-OWNED AUTOS			605840827	06/22/2014	06/22/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A0216338500	06/22/2014	06/22/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Joplin City Health Department
321. E. 4th Street
Joplin, Mo 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dale Samuels

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Divider #4: Experience and References

a. The firm has experience with numerous government projects: Crawford County Elevator, Pineville Community Center, FBI, Jasper County Sheltered Facilities Board, Frontenac City Hall, Frontenac Public Safety/ Police Station, Frontenac EMS, Newton County Health, Aurora City Hall, Aurora Train Depot, Carthage City Hall, and Carthage Fire Sub-Station, Carthage Civil War Museum.

b. List of Governmental Projects

Missouri Projects:

i. Jasper County Sheltered Facilities Board Joplin, MO
ii. 2013
iii. New Offices for JCSFB
iv. JCSFB, Alecia Archer
1727 W. 26th Street
Joplin, MO 64801
417-206-7373
v. Construction Cost: $750,000
vi. General Contractor: R.E. Smith Construction
1036 W. 2nd St.
Joplin, MO 64801
417-623-4545
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $750,000
Design Cost: $30,000
Completed on time

i. FBI Expansion
ii. 2013
iii. Shell Building & Tennant Improvements for FBI Office

iv. US Bank, Warren Brown
Corporate Real Estate
SL-MO-9204
3640 S. Noland Road STE 201
Independence, MO 64055
816-916-7721

v. Construction Cost: $150,000

vi. General Contractor: Dalton-Killinger Construction
1301 W. 4th Street
Joplin, MO 64801
417-624-0651

vii. Construction Cost: $150,000
Design Cost: $4,000
Completed on time

i. Pineville Community Center, Pineville, MO

ii. 2011

iii. A New Community Center for the City of Pineville

iv. City of Pineville, Pat Beshere
PO Box 592
Pineville, MO 64856
417-223-7500

v. Construction Cost: $510,000

vi. General Contractor: Jerry Harner
14 Barbara Court
Noel, MO 64854
417-825-0458

Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586

vii. Construction Cost: $510,000
Design Cost: $27,500
Completed on time

Listed below are several Missouri government projects that are at least ten years of age or older. Due to the period of these projects, we do not have all the requested information. Newton County Health Department, Aurora City Hall, Aurora Train Depot, Carthage City Hall, and Carthage Civil War Museum. If you would like to know more about these projects, please let us know.

Kansas Projects:

i. Crawford County Elevator
ii. 2014
iii. A New Elevator for Crawford County Courthouse
iv. County Courthouse, Tom Ragonese
111 E. Forest Ave
Girard, KS 66743
620-724-2068
v. Construction Cost: $299,000
vi. General Contractor: R.E. Smith Construction
1036 W. 2nd St.
Joplin, MO 64801
417-623-4545
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $299,000
Design Cost: $17,940
Completed on time

i. Frontenac City Hall
ii. 2009
iii. Renovation of Existing City Hall
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: approximately $250,000
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586

vii. Construction Cost: approximately $250,000
Design Cost: $16,990
Completed on time

i. Frontenac Ambulance Building
ii. 2009
iii. A New Ambulance Building for Crawford County
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost-$693,289
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405- 290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
vii. Construction Cost: $693,289
Design Cost: $41,597
Completed on time

i. Frontenac Maintenance Center
ii. 2008
iii. Addition for Maintenance Building
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: $127,500
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
vii. Construction Cost: $127,500
Design Cost: $7,000
Completed on time

i. Frontenac Public Safety Center
ii. 2008
iii. Addition & Remodeling of Existing Fire Station Building
iv. City of Frontenac, Dan Brunetti
315 E McKay
Frotenac, Kansas 66763
417-223-7500
v. Construction Cost: $562,600
vi. General Contractor: Crossland Construction
PO Box 45
Columbus, KS 66725
620-429-1414
Engineers: Obelisk Engineering, Structural
718 W. Sheridan
Oklahoma City, OK 73102
405-290-7676
LaRose & Schober Engineering, Plumbing, Mechanical, Electrical
3015 S. Fort Ave. Suite D
Springfield, MO 65807
417-881-1586
vii. Construction Cost: $562,600
Design Cost: $30,943
Completed on time

c. Projects Currently Under Contract

32nd & Connecticut Common Spaces
Ducommun Parsons, KS
Four State Dental Care, Neosho, MO
Freeman NeuroSpine, Joplin, MO
Harbor Freight, Joplin, MO
Herman Lumber, Joplin, MO
Joe's Pizza
Joplin Floor Designs, Joplin, MO
Joseph Business Development Center, Joplin, MO
Herman Lumber
Richard Joseph Jr. Old Oxford, Joplin, MO
Roper Kia Remodel, Joplin, MO

Divider #5: Management and Organizational Approach

a.
b.
c.

Our organizational approach is pretty straightforward, and we believe, standard with our profession. We believe the description in the RFP is adequate to formulate our approach.

In the following description people are identified as follows:

Principals: Jeff Millard and Elliott Hunter

Production staff: Josh Anderson, Casey Tullis, and Eddy White

Office Manager: Amanda Powell

Owner: The city of Joplin and its representatives

Promptly, upon selection, our principals would begin to meet with owner's representatives to develop the project scope more completely. These meetings are typically "give and take" discussions supplemented by sketches and schematic plans. In subsequent meetings, as the plan development progresses, owners and architects input is incorporated and critiqued.

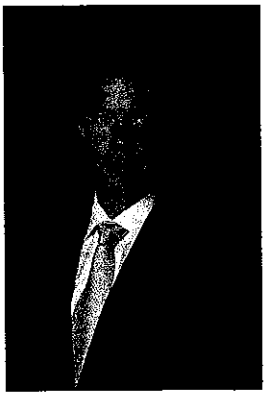
The meeting and development process continues until the owner and architect agree the program is ready for contract documents. ie: detailed plans and specifications. The meeting process will always be with principals, sometimes supplemented by production staff. The entire architectural staff has considered code and ADA compliance throughout the development process. Supplementing this, plans in the preliminary stage are reviewed by the city at a plan review meeting.

When the contract documents are substantially complete, they are then reviewed by the architect of record (Elliott), corrected as required and sealed. It's important to note that coordination of information with the owner doesn't stop at the preliminary phase, but is reviewed with the owner throughout the planning process. These reviews may be by the principals, production staff, and consulting engineers.

Our office manager maintains a list of potential bidders and plan distribution services and is experienced in seeing that the bidding community is properly notified of availability. Part of the principal's discussion during planning will be concerned in detail, with how the city wants conduct the bidding process.

Principals will assist the city in assessing the bids and bidders qualification. Typically, Elliott will fill role of the architect's and owner's representative to the general contractor.

Christopher R. Duncan, PE
Principal Engineer, Conway Duncan Incorporated



EDUCATION

University of Missouri, Columbia, Missouri
Bachelor of Science in Mechanical Engineering, December 1993

PROFESSIONAL REGISTRATION

Missouri:	2005021661
Kansas:	20512
Oklahoma:	22178
Arkansas:	15496
Texas:	112247
Nebraska:	15047
North Carolina:	040979

QUALIFICATIONS

Christopher's experience in design work and construction administration spans over twenty years, while he has specialized in HVAC and plumbing systems for commercial construction including; industrial, warehouses, educational facilities, theaters, banks, churches, healthcare, and office buildings. While mindful of budget constraints, Christopher researches options to determine the most energy efficient mechanical systems available for his designs. Christopher realizes the importance of thermal comfort and the proper function of mechanical systems, and designs each project accordingly. .

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Member of the American Society of Heating, Refrigeration & Air Conditioning Engineers

Served as a member of Big Brothers Big Sisters of the Ozarks

PROJECT EXPERIENCE (partial list, some occurring while at other employment)

<u>Industrial</u>	
Micron Technologies Inc, Lehi, UT	*80,000 sq ft Chemical Storage Facility*
Raytheon, Tucson AZ	*50,000 sq ft Missile Fabrication Facility*
FedEx, Springfield MO	*100,000 sq ft Distribution Facility*
EFCO, Monett Mo	*100,000 sq ft Facility Air Conditioning Upgrade*
<u>Educational</u>	
Sedalia High School, Sedalia MO	*230,000 sq ft High School – Ground Source*
Nevada Performing Arts Ctr., Nevada MO	*20,000 sq ft High School Performing Arts Center*
Sparta High School, Sparta MO	*55,000 sq ft High School*
Cassville Intermediate, Cassville MO	*55,000 sq ft Middle School – Ground Source*
<u>Office, Recreation and Entertainment</u>	
Wal-Mart Layout Building, Bentonville AR	*300,000 sq ft Product Layout Facility*
Bel Air Theatre, Branson Mo	*65,000 sq ft 850 Seat Theatre & Auto Museum*
Harmony Heights Church, Joplin MO	*30,000 sq ft Church Facility*
Garrison Activities Center, Hollister MO	*25,000 sq ft College Recreational Facility*
<u>Medical and Instutional</u>	
Landmark Hospital, Columbia MO	*30,000 sq ft Extended Care Facility*
Tucson General Hospital, Tucson AZ	*Upgrades to Surgical Suite & Pre-Op Areas*

Kevin N. Conway, PE
Principal Engineer, Conway Duncan Incorporated



EDUCATION

Kansas State University, Manhattan, Kansas
Bachelor of Science in Architectural Engineering, May 1992

PROFESSIONAL REGISTRATION

Missouri: 028270

QUALIFICATIONS

Kevin has over twenty-one years of experience in design work and construction administration, specializing in electrical distribution and lighting systems for commercial construction including; industrial, warehouses, high-rise hotels, educational facilities, theaters, banks, churches, healthcare, office buildings, and sport complexes. Kevin strives to incorporate function and aesthetics into each project, and his lighting designs have been part of several award winning projects. Kevin also keeps informed of products and methods for energy conservation, and he designs each project for energy savings as project budget allows.

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Served as adjunct faculty member at Drury College, Hammons School of Architecture, instructing electrical concepts and lighting design to fourth year Architecture students

Member of the Society of American Military Engineers

PROJECT EXPERIENCE (partial list, some occurring while at other employment)

Industrial

John Deere, Strafford MO	*275,000 sq ft Remanufacturing Offices and Warehouse*
Enersys Power, Warrensburg MO	*200,000 sq ft Battery Manufacturing Plant Addition*
Stainless Technology, Springfield MO	*30,000 sq ft Manufacturing and Warehouse Addition*
Arrow Box, Joplin MO	*20,000 sq ft Warehouse Addition*
Metro Builders Supply, Jonesboro AR	*25,000 sq ft Warehouse Addition*

Educational

Evangel University, Springfield MO	*Emergency Generators for MaBee Center and Dormitories*
Springfield Public Schools, Springfield MO	*LEED Silver Certified Hickory Hills Elementary School*
Spokane R-VII Schools, Spokane MO	*35,000 sq ft addition to Middle School and High School*
The Discovery Center, Springfield MO	*LEED Certified Building Addition*

Hospitality, Recreation and Entertainment

Chateau on the Lake, Branson MO	*300,000 sq ft Hotel, 300 rooms, 50,0000 sq ft Convention Center*
Dixie Stampede Theater, Branson MO	*Dinner theater and Performance Arena*
Gillenwaters Complex, Springfield MO	*12-court Tennis Complex Lighting*
Springfield Public Schools, Springfield MO	*Softball fields lighting at Kickapoo and Glendale High Schools*

Medical

Skaggs Hospital, Branson MO	*Building Addition*
Fremont Medical building, Springfield MO	*Office Infill*
Newton County Ambulance, Neosho MO	*8,600 sq ft Ambulance Station*
Joseph Medical Office, Joplin MO	*Office Remodel and MRI Suite*

PINNACLE
DESIGN CONSULTANTS
CIVIL • STRUCTURAL ENGINEERING
1715 S. KANSAS AVE., SPRINGFIELD, MO 65807
PH. (417)731-3001 FAX: (417)865-3033

Ronald T. Hamme
Professional Engineer

PROJECT DESIGN SKILLS:

- Steel Design
- Concrete Design
- Masonry Design
- Wood Design
- Building Evaluations
- Forensic Investigations
- Bridge Design
- Box Culvert Design

LICENSES:

Arkansas - LN: 9752
Florida - LN: 58522
Indiana - LN: 19900378
Iowa - LN: 14727
Kansas - LN: 16642
Kentucky - LN: 22223
Louisiana - LN: 29453
Missouri - LN: 028139
Nebraska - LN: E-11731
New York - LN: 084392
North Carolina - LN: 29663
Oklahoma - LN: 19231
South Carolina - LN: 22018
Tennessee - LN: 108646
Texas - LN: 95207

UNIVERSITY OF MISSOURI AT ROLLA, BSCE/1992

PROFILE:

As the leader of the Structural Engineering Department, Mr. Hamme is experienced in Project Management and Design. His strengths lie in his hands-on approach to each project. Mr. Hamme regularly visits job sites to ensure that each project is administered in a professional workmanlike manner.

ELEMENTARY AND SECONDARY EDUCATION:

- Hollister High School
  Hollister, MO
- Clinton High School
  Clinton, MO
- Marionville High School
  Marionville, MO
- Republic High School
  Republic, MO
- Hickory Hills School
  Springfield, MO
- Rogersville School Additions
  Rogersville, MO
- California School Additions
  California, MO

MEDICAL/HEALTH CARE:

- Ferrell-Duncan Clinic
  Springfield, MO
- Webster County Public Health
  Marshfield, MO
- Dr. Michael Joseph Office
  Joplin, MO
- Polk County Health Center
  Bolivar, MO

MUNICIPAL BUILDINGS:

- Miller County Ambulance
  Tuscumbia, MO
- Clever Fire Station
  Clever, MO
- Girard Fire Station
  Girard, MO
- El Dorado Springs Community Center
  El Dorado Springs, MO
- El Dorado Springs City Utilities Building
  El Dorado Springs, MO

DOWNTOWN HISTORICAL RE-DEVELOPMENT:

- C. Arch Bay
  Springfield, MO
- Pension Consultants
  Springfield, MO
- EMDEE Lofts
  Springfield, MO
- Lofts at 315 Commercial
  Springfield, MO
- Christian County Headliner
  Ozark, MO
- 514 East Commercial
  Renovations
  Springfield, MO
- 206 East Commercial
  Springfield, MO
- 1200 West Walnut
  Renovations
  Springfield, MO

MANUFACTURING / INDUSTRIAL:

- MHC Kenworth
  Springfield, MO
- Volvo Rents
  Brookline, MO
- Webco
  Springfield, MO
- Label Solutions
  Marshfield, MO
- KAMO Grain
  Pittsburg, KS
- Springfield-Branson Regional
  Airport - Airplane Hangars
  Springfield, MO

BANKING / FINANCIAL PROJECTS:

- Wachovia Securities
  North Carolina
- Bank of Bolivar
  Bolivar, MO
- Telecom Credit Union
  Springfield, MO
- Labette Bank
  Chanute, KS
- Citizen's Farmer's Bank Cole
  Camp, MO
- Bank of Jacomo
  Kansas City, MO
- Signature Bank Addition
  Springfield, MO
- Community Bank and Trust
  Neosho, MO

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

A CIVIL ENGINEERING & LAND SURVEYING COMPANY

PERSONNEL



BRYAN D. OSBORN, P.E.

ENGINEERING COORDINATOR

JOPLIN OFFICE

MR. OSBORN HAS BEEN WITH ANDERSON ENGINEERING SINCE DECEMBER 2003. MR. OSBORN OBTAINED HIS PROFESSIONAL ENGINEER'S LICENSE IN 2008 AND SERVES AS AN ASSOCIATE ENGINEER FOR ANDERSON ENGINEERING. HIS RESPONSIBILITIES INCLUDE PERFORMING PHASE I ESAS, CONCEPTUAL SITE PLANS, DNR AND US ARMY C.O.E. PERMITTING, UTILITY COORDINATION, WRITING TECHNICAL REPORTS, AND THE DESIGN OF STREETS, SEWER MAIN EXTENSIONS, WATER MAIN EXTENSIONS, AND STORM WATER MANAGEMENT AND DETENTION SYSTEMS. MR. OSBORN HAS DESIGN EXPERIENCE IN RESIDENTIAL, COMMERCIAL, MUNICIPAL, AND MINING REMEDIATION PROJECTS IN THE FOUR-STATE AREA.

PRIOR TO JOINING ANDERSON ENGINEERING, INC., MR. OSBORN GRADUATED FROM THE UNIVERSITY OF MISSOURI WITH A BACHELOR OF SCIENCE IN CIVIL ENGINEERING. WHILE GAINING HIS DEGREE, MR. OSBORN INTERNED WITH A COLUMBIA, MISSOURI FIRM AND GAINED EXPERIENCE IN RESIDENTIAL AND COMMERCIAL SITE DEVELOPMENT. MR. OSBORN WAS ALSO ACTIVE IN THE LOCAL STUDENT CHAPTER OF AMERICAN SOCIETY OF CIVIL ENGINEERS.

MR. OSBORN HAS WORKED ON SEVERAL MUNICIPAL PROJECT RECENTLY. MR. OSBORN OVERSAW THE CIVIL ENGINEERING DESIGN OF THE JOPLIN AQUATIC CENTER AND THE NEW SOFTBALL COMPLEX AT THE JOPLIN ATHLETIC CENTER . HE OVERSAW THESE PROJECTS FROM CONCEPT TO COMPLETION AND WORKED CLOSELY WITH CITY STAFF AND THE DESIGN TEAM THROUGHOUT THE PROJECT DURATION. MR. OSBORN IS ALSO CURRENTLY WORKING ON SEVERAL CDBG FUNDED INFRASTRUCTURE IMPROVEMENT PROJECTS FOR THE CITY. THESE PROJECTS INCLUDE IMPROVEMENTS TO STREETS, SIDEWALKS AND STORM WATER INFRASTRUCTURE AND REQUIRE WORKING CLOSELY WITH CITY STAFF, ADJACENT PROPERTY OWNERS, UTILITY PROVIDERS, AND CONTRACTORS.

EDUCATION:

BACHELOR OF SCIENCE IN CIVIL ENGINEERING

- UNIVERSITY OF MISSOURI - COLUMBIA, 2003

REGISTRATIONS:

PROFESSIONAL ENGINEER

- MISSOURI

MEMBERSHIPS

CITY OF JOPLIN–BUILDING BOARD OF APPEALS

MISSOURI SOCIETY OF PROFESSIONAL ENGINEERS

SOUTHWEST CHAPTER OF MISSOURI SOCIETY OF PROFESSIONAL ENGINEER
PAST PRESIDENT

JOPLIN AREA CHAMBER OF COMMERCE

YOUNG PROFESSIONALS NETWORK
EXECUTIVE COMMITTEE MEMBER
CHAIR OF PROFESSIONAL DEVELOPMENT SUBCOMMITTEE

COUNCIL BILL NO. 2015-459 ORDINANCE NO.

AN ORDINANCE approving an Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc. and the City of Joplin, Missouri, for the amount of up to Thirty-Seven Thousand, Two Hundred Fifty Dollars and no Cents ($37,250.00), for design and other architectural services associated with the Health Department Garage/Storage facility, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015.

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

Section 1. That the Agreement For Professional Architecture Consulting Services by and between Hunter & Millard Architects, Inc., and the City of Joplin, Missouri, dealing generally with design and architectural services, 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 fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by up to Thirty-Seven Thousand, Two Hundred Fifty Dollars, No Cents ($37,250.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-461

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

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

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

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

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

The Society has requested a 0.6% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, animal intake and tracking, animal sheltering, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $248,117.

The agreement period will be from January 1, 2016 through October 31, 2016. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4)

successive one (1) year terms, to coincide with the city fiscal year.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-461 ORDINANCE NO.

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

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

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

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2014 did receive 4,094 animals from within the City of Joplin.

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

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

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

Section 3. That this ordinance shall be effective on and after January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2016, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

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

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

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

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

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

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

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

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

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

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

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

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

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

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

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

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

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

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty- Six and 55/100 ($26.55) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 30/100 ($8.30) dollars per animal.

(b) **Animal Sheltering Fee** of Five and 92/100 ($5.92) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fourteen and 94/100 ($ 14.94) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Eleven and 77/100 ($11.77) dollars per animal.

(e) **Cremation Fee** of Fifteen and 09/100 (15.09) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 00/100 ($5.00) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

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

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

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

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

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

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

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

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

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

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

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

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

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

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

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of January 2016 and continue until October 31, 2016. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

Signed this _____ day of _____ 2015.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm , City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-462

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

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

INTRODUCTION:
The Joplin Humane Society, Inc. (Society) has requested a 0.6% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services. The annual CPI adjustment is allowed by the current agreement with the Society.

DISCUSSION:

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

The changes in fees are shown below:

- Rabies Sample Processing Fee $26.55, no change.
- Animal Intake and Tracking Fee $8.25 to $8.30/animal.
- The per day care charge for impoundment of dogs or cats $5.88 to $5.92.
- The per day quarantine charge for dogs and cats $14.85 to $14.94.
- Animal euthanasia fee $11.70 to $11.77.
- Animal cremation fee $15.00 to $15.09.

The fees would become effective January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-462 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144.

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

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

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

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

"Sec. 18-144. Fees.

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

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

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

(1) Animal Intake and Tracking Fee	$8.30
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$5.92
(3) Quarantine Fee for each day or fraction thereof	$14.94
(4) Euthanasia Fee	$11.77
(5) Cremation Fee	$15.09

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

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

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

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

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

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

Section 2. This ordinance shall become effective from and after January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-530
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

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

INTRODUCTION:
This Council Bill changes certain license classifications to more closely mirror new business type activities, as well as comply with certain state statute changes.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the business license ordinance was in 2009. There have been some state statute changes to licensing requirements of certain types of businesses, as well as new business type activities have begun. As a result, this ordinance change implements some needed language changes to the business license classifications. The proposed changes are as follows:

- Change Classification "Bathhouses, masseurs, physical therapy, weight control, exercise or health studios or similar establishments" to "Masseurs, physical therapy, weight control, exercise or health studios or similar establishments".
- Change Classification "Detectives, private investigators and security guards" to "Private Investigators and security guards".
- Increase Health Permit Low Priority from $93.00 to $100.00, Medium Priority from $186.00 to $200.00, High Priority from $279.00 to $300.00, Change of Ownership from $37.00 to $40.00, New Construction/Remodel Inspection from $112.00 to $125.00, Swimming pools-seasonal from $75.00 to $100.00 and the additional seasonal pool from $10.00 to $15.00, Swimming pools-year-round from $200.00 to $250.00 and the additional year-round pool from $35.00 to $50.00.
- Remove Classification "Loan agent, loan companies and brokers, Money lender".

- Add a "Per Special Event" fee of $5.00 to Temporary Merchant Classification and change to a "Per Week" fee of $10.00 and a "Per Month" fee of $20.00.
- Remove Classification "Miniwarehouse".
- Change Pawnbroker Classification to include "which shall include buying and selling of gold, silver and jewelry" and decrease the minimum fee from $500.00 to $200.00.
- Remove Nonresident Peddler and Indigent Peddler category and change Resident Peddler to "Peddler-Conducting business on foot and "Using a wagon, automobile, cart or other vehicle or conveyance, which shall include a concessions trailer" with a fee schedule of "Per Special Event" of $5.00, a "Per Week" of $10.00, a "Per Month" of $20.00, and a "Per Year" of $50.00.
- Add a "Per Special Event" fee of $5.00 to the Street Stand classification.

On the removal of certain classifications, these categories are duplicates of other language already included in Section 30-121. With the increase in special events, there is a need to modify the classification language and implement a consistent fee schedule for the various license types for these activities. Lastly, the user fee review indicated a need to slightly increase the health permit fees.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-530 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to change language to adhere to state law changes and other needed classification changes.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business ...The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services 100.00

Agent or Agency not enumerated 100.00

Ambulance Services or Companies, ...175.00

Amusement Centers, Card Tables, Recreation
- A) Bowling Alley, Per Alley.....15.00
- B) Billiard or Pool Hall, Per Table 15.00
- C) Dancehall 100.00
  - Per Month.....10.00
  - Per Day 5.00
- D) Miniature Golf 100.00
- E) Domino Parlor
  - Per Table 15.00
- F) Shuffleboard or Card Table
  - Per Table 15.00
- G) Any Other Amusement Type Activity, Per Activity.....15.00

Apartment Houses and Complexes.....25.00
- Plus each unit offered for rent.....2.00

Architects
- 1-25 Employees.....125.00
- 26-100 Employees.....200.00
- 101-300 Employees..... .....300.00
- 301 and more Employees.....500.00

Armored Car Services .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year 30.00

Auction House or Business .....The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer 150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
- A) First Tag 10.00
- B) Each Additional Tag 5.00

Automobile Leasing or Renting..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage ..... The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers ..... The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000..... .....100.00
$20,001-$50,000.....200.00
$50,001-$100,000.....300.00
$100,001-$200,000.....400.00
$200,001 and Up.....500.00

Barbers and Beauty Operators, without a place of business
Per year.....10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator 5.00

Billboard Business, Outdoor Advertising Companies ... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen 100.00
B) Agent/Employee.....50.00

Brokers and Brokerage Companies 100.00

Business or Correspondence School, For Profit ....The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day 250.00
B) Per Week 1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day 10.00
B) Each Day After, Per Day 5.00

Carnivals, Inside Facility for more than 30 days....The fee provided in section 30-92(1).

Cash Register Agency ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant).....50.00

Circus, For Profit

A) First Day 300.00
B) Each Day After, Per Day 200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day.....10.00
B) Each Day After, Per Day 5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ..... The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine 50.00
Operated Machine, Vending Machine 30.00
A) Amusement Machine, Each 10.00
B) Vending Machine, Each 2.00
C) Prophylactic Device Machine, Each 10.00

Cold Storage Warehouse & Locker Plants 100.00

Collection Agency, Credit Bureau or Retail Credit Association 100.00

Contractors
A) General Builders, Commercial 500.00
B) General Builders, Residential 200.00
C) Subcontractor or Specialty (Including Demolition) 150.00
D) Electrical
(1) First Master 150.00
(2) Renewal Master 100.00
(3) First Journeyman 25.00
(4) Renewal Journeyman 15.00
(5) Apprentice 5.00
E) Plumber
(1) First Master 150.00
(2) Renewal Master 100.00
(3) First Journeyman 25.00
(4) Renewal Journeyman 15.00
(5) Apprentice 5.00

Dental Laboratories ..... The fee provided in section 30-92 (1)

Employment Agency 100.00

Engineer or Engineering Company
1-25 Employees.....125.00

26-100 Employees.....200.00
101-300 Employees.....300.00
301 and more Employees.....500.00

Florist, Greenhouse, Nurseries ..... The fee provided in section 30-92 (1)

Fortunetelling 50.00

Garage Repair Shop ..... The fee provided in section 30-92 (1)

Health Permit
Low Priority 100.00
Medium Priority 200.00
High Priority 300.00
Change of Ownership Inspection 40.00
New Construction/Remodel Inspection 125.00
Tattoo Parlor Plan Review-New Facilities 85.00
Swimming Pools, Public and Semi-Public, Seasonal 100.00
Each Additional Seasonal Facility.....15.00
Swimming Pools, Public and Semi-Public, Year-Round 250.00
Each Additional Yearly Facility.....50.00

Hospital, Private 500.00

Hotels and Motels
A) First Room 15.00
B) Each Additional Room 1.00

House Mover 50.00

Ice Cream Stand 50.00

Ice Dealer
A) First Delivery Vehicle 30.00
B) Each Additional Vehicle 10.00

Insurance Adjusters & Claim Agents or Agencies 175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
A) Not more than 1 Person 100.00
B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business.....10.00

Internet Service Providers.....$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company 100.00
A) Plus, Each Salesman or Solicitor 10.00

Junk, Scrap, Salvage Dealer ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees.....125.00
26-100 Employees.....200.00
101-300 Employees..... .....300.00
301 and more Employees.....500.00

Laundry, Cleaning and Pressing ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service 50.00

Lead-Litharge Smelting .....The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold 450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package 200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars 450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold 100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package 100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays 300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package 50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold 75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-

all intoxicating liquor 600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-containing not in excess of 22% alcohol by weight 300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-containing not in excess of 5% alcohol by weight 150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) 100.00
M) Wine, malt beverages, and distilled spirits tasting permit 25.00

Locksmith & Gunsmith ..... The fee provided in section 30-92 (1)

Manufacturer .....The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments 100.00

Merchants, Wholesale & Retail ..... The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event 5.00
B) Per Week 10.00
C) Per Month 20.00

Messenger Service 100.00

Mobile Home Park
A) First Mobile Home Lot 15.00
B) Each Additional Lot 2.00

Mortuary, Undertakers or Funeral Establishments ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children 10.00
B) Each Additional child 1.00

Nursing, Convalescent or Old-Age Homes 30.00

Office Buildings
A) First Ten Rooms 25.00
B) Each Additional Room 1.00

Optical Goods, Manufacturing, Wholesale or Retail ..... The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle 30.00
B) Each Additional Vehicle 10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry ...
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event.....5.00
2. Per Week 10.00
3. Per Month 20.00
4. Per Year 50.00
B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event.....5.00
2. Per Week 10.00
3. Per Month 20.00
4. Per Year 50.00

Pest, Vermin Control ..... The fee provided in section 30-92 (1)

Photographer 50.00
A) Plus each agent or solicitor per day 5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards 50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated ..... The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit 50.00

Radio Stations 150.00

Railroads or Railways 500.00

This item shall apply to every person operating a railroad or railway company and transacting business within the city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker 100.00

A) Plus, for each salesman 15.00

Rental Businesses ..... The fee provided in section 30-92 (1)

Repair Establishments ..... The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms...The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency

Receiving gross annual commissions, fees, charges or compensation of

A) $25,000 or less per year 25.00
B) More than $25,000 and not more than $50,000, per year.....35.00
C) More than $50,000 and not more than $100,000 per year 50.00
D) More than $100,000 and not more than $250,000 per year 100.00
E) More than $250,000 and not more than $500,000 per year 250.00
F) More than $500,000, per year 400.00

Septic Tank Cleaning 75.00

Service Center (all other service businesses not enumerated).....$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station ... The fee provided in section 30-92 (1)

Shows, Transient

Tent shows, exhibits, exhibitions or other attractions

held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day 10.00
B) Each additional day 5.00

Sign Makers and Sign Painters 75.00

Skating Rinks, Ice or Roller 150.00

Sound Recording and Reproduction Services ..... The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase 100.00

Stockyard 500.00

Storage Houses and Warehouses ..... The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only
A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.
A) Each Special Event 5.00
B) Per Week 10.00
C) Per Month 20.00
D) Per Year 50.00

Tailoring Business ..... The fee provided in section 30-92 (1)

Tattoo Parlor's, per year 125.00
A) Plus, per operator 25.00

Taxicab Business
A) Base fee 50.00
B) Plus, each cab, per year 50.00

Taxicab Drivers
A) Original License 5.00
B) Each renewal 3.00

Taxidermists 30.00

Theaters and Moving Picture Houses
Those having a seating capacity of:
A) 500 or less 100.00
B) 501 to 1,000 .....150.00
C) 1,001 to 1,500 .....175.00
D) 1,501 to 2,000 .....200.00
E) 2,001 or more 250.00

Towel Supply Company 50.00

Transfer & Moving Van Companies
A) First vehicle 30.00
B) Each additional vehicle 10.00

Travel Agencies or Agents 30.00

Tree Surgeons 150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot 150.00

Welding Company ..... The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

Council Bill No. 2015-530 (continued)

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-532
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees, as well as establishes a new special event permit fee.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the streets and sidewalks fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services. Additionally, the recommendation is to establish a new special event permit fee.

The proposed changes are as follows:

- Establish a new Special Event Permit fee of $100.00 when city labor and equipment are used.
- Increase the Excavation Permit fee from $25.00 to $75.00. Additionally remove language about when the permit fee is payable, any outstanding indebtedness, and an additional interest charge.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-532 ORDINANCE NO.

AN ORDINANCE repealing Section 106-62, Inspection Fees, of Article III, Improvement Permits, and Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits and Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the public works department.

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

Section 1. That Section 106-62, Inspection Fees, of Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-62, Inspection and Permit Fees, of Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE III. IMPROVEMENT PERMITS

Sec. 106-62. Inspection and Permit fees.

(A) Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee determined as follows:

(1) Driveway, one percent of the estimated cost, with a minimum fee of $25.00.
(2) Curb and gutter, one percent of the estimated cost, with a minimum fee of $25.00.
(3) Sidewalk, one percent of the estimated cost, with a minimum fee of $25.00

(B) When a special event held within the limits of the City of Joplin requires city labor and materials, the applicant therefor shall pay a fee of $100.00 per special event."

Section 2. That Section 106-93, Payment of Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-93, Fees and Charges, of Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE IV. EXCAVATIONS

Sec. 106-93 Fees and charges.

The excavation permit fee shall be $75.00. City council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge."

Section 3. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-533
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees for cemeteries.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the cemeteries fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the lot space fee from $400.00 to $500.00.
- Increase the grave opening/close fee from $260.00 to $400.00.
- Increase the grave opening/close infant fee from $60.00 to $100.00.
- Increase the graver marker fee per square inch from $0.30 to $0.35.
- Increase the cremains fee from $85.00 to $125.00.
- Increase the cremains with set-up fee from $145.00 to $200.00.
- Increase the Saturday grave opening/close fee from $360.00 to $500.00.
- Remove the language allowing fee increases based on the consumer price index to the standard language that fees will be reviewed by City Council on a bi-annual basis.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-533 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space.....$500.00
(2) Grave opening/close.....$400.00
(3) Grave opening/close-Infants.....$100.00
(4) Grave marker (*cost per square inch).....*$0.35
(5) Cremains $125.00
(6) Cremains including set up.....$200.00
(7) Columbarium-Single niche, includes opening/closing and some engraving.....$750.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving.....$1,000.00

(B) An additional charge of $100.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $100.00 for each additional hour.

(C) City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-534
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees and makes various language changes for parks facilities and Schifferdecker Golf Course.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the parks fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the Green Fee at Schifferdecker Golf Course from $13.50 to $15.00 and from $16.50 on weekends to $18.00.
- Change the tennis court fees from $5.00 per court per hour to $5.00 per day and from $4.00 per court per hour for High School and College to $4.00 per day.
- Remove the tennis lesson fee and the tennis league fee.
- Increase the college level baseball game fee from $175.00 to $200.00 per game.
- Remove the college and high school level baseball tournament fees and simply use the individual game fees.
- Increase the high school level baseball game fee from $50.00 to $75.00 per game.
- Add a cancellation fee of 25% for any baseball tournament cancelled within 10 days of the tournament date.
- Remove the soccer league fees.
- Increase the soccer tournament fee from $25.00 to $30.00 per match.

- Increase the adult softball program fee from $34.50 to $40.00 per game.
- Increase the softball practice fee from $10.00 to $15.00 without lights and from $20.00 to $25.00 with lights.
- Remove the additional $15.00 for full field setup.
- Remove all basketball program fees.
- Increase the shelter facility rental fee from $35.00 to $40.00 per day.
- Increase the facility usage fee from $10.00 to $15.00 per hour.
- Increase the dog park registration fee from $8.00 to $10.00 for the first dog and from $4.00 to $5.00 for each additional dog.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-534 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised certain parks fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the public works department.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $18.00 per player per 18 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $9.75 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $12.00 per player per 18 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $600.00 per person per year.

b. Senior citizen single annual pass fee shall be $500.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.75.

c. A single annual pass with unlimited cart use fee shall be $1,225.00 per person per year, if paid in full. The fee shall be $1,337.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,025.00 per person per year, if paid in full. The fee shall be $1,138.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $900.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,525.00, if paid in full. The fee shall be $1,634.00 per family per year, if paid in installments. The fee for an additional unlimited cart use shall be an additional $575.00 per person per year, if paid in full. The additional unlimited cart use shall be an additional $682.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $9.75. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Summer season passes.* The summer season pass fee (25 play pass) shall be $320.00 per person. The pass may be used by such person to play 18 holes of golf twenty-five (25) times.

(7) *Nine-hole twilight green fee.* The nine-hole twilight green fee shall be $9.75 on weekdays and $12.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $2.50 per day.

(9) *Power cart rental.* The power cart rental charge shall be $12.00 per 18 holes per seat. The power cart rental charge shall be $6.75 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such "specials" shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, "Student", "Junior", or "Youth" shall mean any person under the age of 18."

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86,

Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. A family pass/proximity card shall be $150.00 per family for one year from the date of issuance.
b. An individual, aged 18 years and older, pass/proximity card shall be $75.00 per person for one year from the date of issuance.
c. An individual, aged 17 years and under, pass/proximity card shall be $37.50 per person for one year from the date of issuance.
d. A senior citizen pass/proximity card shall be $50.00 per person for one year from the date of issuance.
e. The tennis court rental fee shall be $5.00 per day.
f. The tennis tournament fee shall be $5.00 per day.
g. The high school age and college age tennis tournament fee shall be $4.00 per day.
h. The high school age and college age tennis practice fee and game fee shall be $500.00 per school year.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $200.00 per game.
b. A college level and similar level baseball practice shall be $50.00 per practice.
c. A high school age and similar level baseball game shall be $75.00 per game.
d. A high school age and similar level baseball practice shall be $30.00 per game.
e. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $30.00 per match.
b. An adult soccer tournament shall be $50.00 per match.
c. The youth soccer instructional program shall be $10.00 per player per session.

(4) *Softball programs.*

a. The adult softball program fee shall be $40.00 per game.

b. Practice fees per field (2-hour allotment):
   i. $15.00 per hour per field without lights.
   ii. $25.00 per hour per field with lights.
c. Daily tournament fee per field (8:00 a.m. to 11:00 p.m.)
   i. $100.00 per day per field without lights, plus $10.00 per team per tournament.
   ii. $150.00 per day per field with lights, plus $10.00 per team per tournament.
   iii. A deposit in the amount of 50 percent of the total tournament fees is required to hold a tournament date.
d. Additional fees.
   i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Shelter facilities.*
   a. The shelter facility rental fee shall be $40.00 per day.

(6) *Parks facilities.*
   a. The fee for any facility usage for practice purposes not established within this section shall be $15.00 per hours.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE VII. DOG PARKS

Sec. 86-251 Fees.

No owner as defined herein below shall allow such owner's dog to enter any "off-leash park area" without having first registered such dog with the department of parks and recreation. The fee for such registration shall be $10.00 per year for the first dog and $5.00 per year, per dog for each dog after the first. Such fee will include a dog park tag for the dog collar and a dog park pass that will allow access to the park."

Section 4. That this ordinance shall become effective on January 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-536
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes the various utility fees and language.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the utilities fee ordinance was 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Change the penalty for delinquent sewer bills from 10% of the total outstanding balance to 10% of the current month outstanding balance.
- Change the classification of sewer permits from two to three different types.
- Change the sewer permit language to match the three different types of permits.
- Increase the sewer permit fee from $25.00 to $75.00 and from $25.00 to $100.00.
- Create the new type and establish the new connection permit at $200.00 for inside the city and $300.00 for outside the city.
- Increase the sewer tap fee from $1,000.00 to $1,500.00 for inside the city and from $2,000.00 to $2,500.00 for outside the city connection.
- Increase the concrete and/or clay pipe additional fee from $150.00 to $175.00.

The fee change will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-536 ORDINANCE NO.

AN ORDINANCE repealing Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, and Section 118-232, Classification of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised certain sewer fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to make language changes to help ensure effective and efficient operations.

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

Section 1. That Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be repealed and a new Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 6. Rates and Charges

Sec. 118-206. Billing and collection procedures.

(a) All sewer service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Sewer service charges shall be paid within 15 days of the date of their billing.

(b) Every sewer service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Sewer services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving sewer service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for sewer service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) In the event either the occupant or owner of property which receives sewer service furnished by the city has reason to dispute the amount or nature of any bill, the recipient shall be permitted to make payment under protest, provided that the recipient of service provides to the city at the time of payment the following information:
(1) The period of time for which the service is disputed.
(2) The reason for the dispute.
(3) The requested remedy.

Nothing contained herein shall in any way forgive or avoid any payment to the city as outlined in this chapter for sewer services. Upon receipt of any such payment under protest, the finance director in coordination with the city attorney shall respond in writing to the recipient of the service with a response to their complaint and a copy shall be forwarded to the city manager and a reply shall be forthcoming within a reasonable period of time.

(e) In addition to any fees or charges established pursuant to this chapter, there shall be a fee for the termination of water service due to a delinquent sewer bill that remains unpaid or in arrears for at least 30 days. The fee shall be established by the water company for (1) standard termination or restoration per metered connection, including unsuccessful attempts and (2) after hours restoration per metered connection, including unsuccessful attempts.

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service."

Section 2. That Section 118-232, Classifications of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-232, Classifications of Permits, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-232. Classification of permits.

In addition to the permit for private sewer disposal system, there shall be three types of building sewer permits as follows:

(1) For reconnection to public and district sewers.
(2) For a new sewer connection, either inside or outside city limits.
(3) For a sewer tap, either inside or outside city limits."

Section 3. That Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-235. Permit fee, connection fee, and other sewer fees.

(1) *Fees.*

(a) A sewer reconnection permit and inspection fee of $75.00 shall be charged for any public sewer reconnection service.

(b) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any district sewer reconnection service.

(c) A sewer new connection permit and inspection fee of $200.00 shall be charged for an inside the city new sewer connection service or $300.00 shall be charged for an outside the city new sewer connection service.

(d) An additional connection fee of $1,500.00 shall be charged for each inside the city public sewer tap or $2,500.00 shall be charged for each outside the city public sewer tap, which fee shall be in consideration of the perpetual rights to the use of the public sewer system by the applicant and his successors in interest, however, subject to the conditions, restrictions and limitations contained in the permit issued therefore. Whenever any person connects with a sanitary sewer and pays a fee, a sanitary sewer tax or special tax bill for constructing a sanitary sewer that is legally levied, and in case his property that is so connected with a sanitary sewer is placed in another sewer district or joint sewer district, he shall be required to pay his proportionate part for constructing the sewer. The previously paid fee shall then be refunded.

(e) There shall be an additional fee of $175.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(f) There shall be an additional sewer riser locate permit fee of $30.00 for city personnel to inspect or locate a sewer connection point to the city sewer main."

Section 4. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-537
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing zoning fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the zoning fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the rezoning application fee from $350.00 to $450.00.
- Increase the special use permit application fee from $350.00 to $450.00.
- Increase the special use permit renewal fee from $350.00 to $450.00.
- Increase the request for board of zoning adjustments fee from $350.00 to $450.00.
- Increase the request of vacation of streets, alleys, and easements fee from $350.00 to $450.00.
- Increase the site plan/development review fee from $350.00 to $450.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-537 ORDINANCE NO.

AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations be repealed and a new Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"CITY OF JOPLIN, MISSOURI – ZONING REGULATIONS
Article 25 - Administration

Sec. 29A-2514. ***Fees.***

Rezoning Application	$450.00
Special Use Permit Application	$450.00
Special Use Permit Renewal	$450.00
Request for Board of Zoning Adjustments	$450.00
Request of Vacation of Streets, Alleys, and Easements	$450.00
Site Plan/Development Review	$450.00

1. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-538
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing subdivision regulation fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the subdivision fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the lot split fee from $50.00 to $75.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-538 ORDINANCE NO.

AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 be repealed and a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin be enacted in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI**
SUBDIVISION REGULATIONS

SECTION 9

FILING FEES

1. Subdivision Plats: There shall be paid by all persons or corporations submitting preliminary plats for approval by the City a filing fee of One Hundred Dollars ($100.00), plus Five Dollars ($5.00) per lot. This fee shall be paid at the time that the preliminary plat is submitted to the Planning and Zoning Commission and shall apply to approval of the preliminary plat and final plat, provided that the final plat, includes the same area to be subdivided as the preliminary plat.

2. Lot Splits: The filing fee for lot splits shall be Seventy-Five Dollars ($75.00).

3. City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

Section 2. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-539
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing sign permit fees.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the sign permit fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

The proposed changes are as follows:

- Increase the attached sign permit fee from $2.00 to $2.50 per square foot of total area.
- Increase the billboard fee from $2.00 to $2.50 per square foot of total area.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-539 ORDINANCE NO.

AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, be repealed and a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SIGNS

Sec. 6-35. Permit.

(a) *Required.* Except as otherwise provided in this article, it is unlawful for any person to erect, alter, relocate, create by painting or maintain a sign within the city without first obtaining a permit from the chief building official.
(b) *Application.* Application for a permit required by the provisions of this article shall be made to the chief building official. Such application shall be accompanied by plans and specifications for the sign as required by this article, and a description of the location of the sign, as necessary to fully advise the chief building official of the construction of the sign.
(c) *Issuance.* If the plans and specifications accompanying the application for a permit required by this article shall be in accordance with the provisions of the city's building code, the chief building official shall issue such permit.
(d) *Display of permit number on sign.* No sign shall hereafter be erected unless a label permanently affixed thereto shall be clearly and visibly displayed at all times indicating the number of the permit issued therefor.
(e) *Expiration.* Every sign permit issued by the chief building official shall become null and void if work on the sign is not commenced within 180 days from the date of such permit. If work authorized by such permit is suspended or abandoned for 90 days after the work is commenced, the sign shall be considered abandoned unless a new permit shall be first obtained to proceed with the work on the sign and the fee will be one-half the original fee,

provided that no changes have been made in the original plans. No permit shall be renewed more than once.

(f) *Submission of plans.* Every applicant for a sign permit shall file with the application a plan showing the height of the sign from the street grade to the top of the sign, the height of the bottom of the sign from street grade, a view of the sign showing the total effective area and copy, the setbacks from all street lines and property lines, and the type and size of all support structures.

(g) *Fees.* The fee for the erection of any sign, except portable signs, shall be as follows:

(1) For attached signs the fee shall be $2.50 per square foot of the total effective area.

(2) For detached signs the fee shall be $1.00 per square foot of the total effective area, but in no instance shall the permit fee for a detached sign be less than $25.00.

(3) For billboards, the fee shall be $2.50 per square foot of the total effective area.

(h) *Fees for portable signs.* All portable signs shall have a permit with a unique number assigned and permanently affixed to the sign. The permit fee for portable signs shall be paid annually in the amount of $75.00 per sign. Each portable sign shall be levied an inspection fee of $25.00 on each occasion it is moved to a new location or moved within the property where originally set. The owner of the sign and the operator of the sign business shall be jointly and severally liable for all applicable fees. The city shall have the power to sue the owner of the sign or the owner of the sign businesses in a civil action and receive any such sums due, plus a reasonable attorney's fee to be fixed by the court.

(i) *Denial, suspension or revocation.* The chief building official may, in writing, suspend, deny or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud or noncompliance with this article. When a sign permit is denied by the chief building official, he shall give written notice of the denial to the applicant, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of the sign code or other pertinent code used as a standard for the basis of denial.

(j) *Fee review process.* City council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge.

Council Bill No. 2015-539 (continued)

Section 2. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

Requested Council Meeting Date: November 16, 2015

ITEM: RESOLUTION 2015-023
ORIGINATING DEPARTMENT: CITY MANAGER'S OFFICE
ATTACHMENTS: Revised City Organization Chart, Council Bill No. 2014-023

DIRECTOR OF FINANCE LESLIE HAASE
DIRECTOR OF PUBLIC WORKS NICHOLAS A. HEATHERLY
CITY ATTORNEY PETER EDWARDS
CITY MANAGER SAM ANSELM

BACKGROUND:
Over the past year the Downtown Joplin Alliance has talked to most downtown business owners. One of the reoccurring themes is a dissatisfaction with parking downtown, particularly with parking permits. Downtown Joplin Alliance Executive Director Callie Hudson developed a proposal to eliminate parking permits, and other parking limitations in the downtown area for one year.

At the October 26th Council Meeting, Ms. Hudson came before City Council to present her proposal. Council informally approved the proposal outlined below.

DISCUSSION:
Currently there are five City owned parking lots with permit parking. Permits are purchased quarterly from the City of Joplin. Furthermore there is two hour parking on Virginia, Main and Joplin streets between 1st and 7th Streets from 7:00 AM to 6:00 PM. There is also two-hour parking on the side streets between Virginia and Joplin.

The resolution before Council is to eliminate the permit parking in the four city-owned lots, also known as A, B, D and E lots. The two hour parking will remain in effect on Virginia, Main and Joplin Streets. There will no longer be restricted parking along the side streets between Virginia and Joplin. If this resolution is adopted, the changes will be effective January 1, 2016. At the end of 2016, City staff will re-evaluate the Downtown parking situation, and make a recommendation to continue the plan as presented in this resolution, or make other changes.

RECOMMENDATION:
Staff recommends approval of this Resolution.

RESOLUTION NO. 2015-023

A RESOLUTION authorizing the Finance Director and the Public Works Director to implement on-street and off-street parking policy changes in the downtown area.

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

Section 1. That the City of Joplin, Missouri, shall implement a downtown parking plan specifying municipal parking lot space usage designations, municipal parking lot space administration, on-street parking time limitations, fine amounts and fine structure for violations, and re-evaluate the plan every twelve (12) months.

Section 2. Whereas, the Director of Public Works, as Traffic Engineer, has authority under Joplin Code Section 114-416 and Section 114-456 to designate municipal parking lot space usage designations and on-street parking time limitations.

Section 3. Whereas, the Director of Finance has the authority under Joplin Code Section 114-452 to supervise and control the municipal parking lots.

Section 4. Whereas, the Judge of the Municipal Court has the authority under City of Joplin Charter Section 9.03 to fix the amount of fines for violations of parking.

Section 5. That the City of Joplin, Missouri, shall set two (2) hour parking on Virginia, Main, and Joplin Streets from 1st to 7th Streets, (7:00 a.m. to 6:00 p.m.) and shall designate Lots A, B, D, and E, on the aerial map attached hereto and incorporated herein by reference as free parking, and eliminating the quarterly parking permit fee, all effective January 1, 2016. The east row on the north half of Lot E shall be reserved for City of Joplin customer parking.

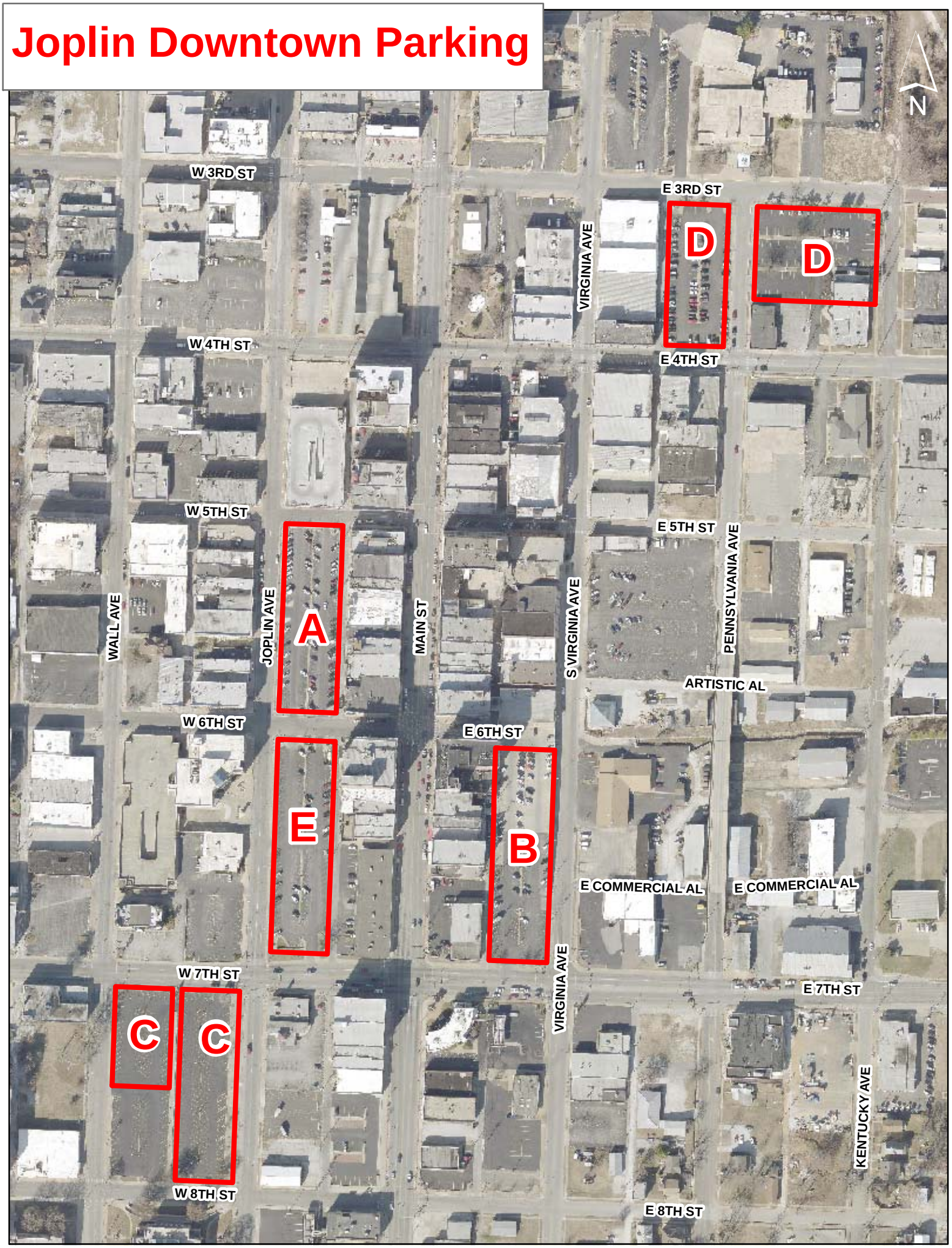
APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

Joplin Downtown Parking



Requested Council Meeting Date: November 16, 2015
Council Bill No. 2015-161

Item: Shoal Creek WWTP Improvements, Construction Agreement- Installation of Sludge Pumps

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No 2015-161
2) Bid Tabulation

Public Works –Operations: Lynden Lawson	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Authorization to enter into a contract with McClanahan Construction Company to acquire and perform construction work on the installation of four (4) sludge pumps. This contract is in the amount of $130,000 for improvements to Shoal Creek Wastewater Treatment Plant Sludge Facility.

Background: The city identified the need to replace two sludge pumps during FY-2015 at the Shoal Creek Wastewater Treatment Plant during last year's budget cycle and after evaluation of the current pumps, the city should replace all four sludge pumps. Currently, there are only two sludge pumps operating and they are constantly water-cooled by non-potable water as they are running non- stop as they were modified to handle the over-heating issue.

Discussion: A bid opening was held October 28, 2015. There were two bids. City Staff has decided to take the lower bid. McClanahan Construction was the lowest bidder. The cost of this construction work will be paid for from the Equipment replacement fund in the Wastewater enterprise fund. These pumps are a different design to handle the higher percent of solids being pumped through the plant. Part of this work will include additional piping and electrical capacity.

Recommendation: City staff recommends that Council approve of this Construction Agreement with McClanahan Construction Company for the amount of $130,000.00 be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 161 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and McClanahan Construction Company, to provide construction services for installing Sludge Pumps for the Shoal Creek Wastewater Treatment Plant, not to exceed One Hundred Thirty Thousand, and No/100 Dollars ($130,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City enter into an Amended Agreement between the City of Joplin and McClanahan Construction Company to provide construction services for installing Sludge Pumps for the Shoal Creek Wastewater Treatment Plant, not to exceed One Hundred and Thirty Thousand, and No/100 Dollars ($130,000.00).

Section 2. That the Director of Public Works of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the said Facility Improvements and Sewer Rehabilitation Projects Fund No. 415-4541-540-8220 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Shoal Creek Pumps
DATE OF BID OPENING: October 28, 2015

CONTRACTOR	BID
Crews Construction	$133,333
McClendon Construction	$130,000

CITY OF JOPLIN
BID FORM

FURNISHING AND INSTALLATION OF FOUR SLUDGE PUMPS TO REPLACE EXISTING PUMPS IN THE SHOAL CREEK SLUDGE HANDLING FACILITY

DESCRIPTION:

Manufacturer: HAYWARD GORDON

Model: XC55C-VDP Year: _____

BID PRICE/DELIVERED AND INSTALLED $ 130,000.00

F.O.B. JOPLIN, MISSOURI

DELIVERY TIME AFTER RECEIPT OF ORDER: 28 WEEKS DAYS

COMPANY McCLANAHAN INDUSTRIES

ADDRESS 4525 SOUTH FARM ROAD 223

TIGERSVILLE, MO

SIGNATURE Patrick McClanahan

TELEPHONE 417-753-2750

EMAIL MCCLANAHAN@TAHIGHSPEED.COM

MBE NO WBE NO

MARK BID ENVELOPE: "Bid 2015-031

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) Patrick McClanahan and I am the PRESIDENT (Title) _____ of _____ (Company Name) McClanahan Industries, Inc. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

Patrick McClanahan
Affiant

CITY OF JOPLIN
BID FORM

FURNISHING AND INSTALLATION OF FOUR SLUDGE PUMPS TO REPLACE EXISTING PUMPS IN THE SHOAL CREEK SLUDGE HANDLING FACILITY

DESCRIPTION:

Manufacturer: KSB

Model: D150-315/B VF Year: current

BID PRICE/DELIVERED AND INSTALLED $ 133,333.00

F.O.B. JOPLIN, MISSOURI

DELIVERY TIME AFTER RECEIPT OF ORDER: 150 DAYS

COMPANY CREWS CONSTRUCTION, INC.

ADDRESS 17603 KEISHA DRIVE

NEOSHO MO 64850-8551

SIGNATURE Paul Crews

TELEPHONE (417) 451-5433

EMAIL crewscon@gmail.com

MBE_____ WBE_____

MARK BID ENVELOPE: "Bid 2015-031

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) PAUL S. CREWS and I am the ____ (Title) PRESIDENT of CREWS (Company Name) CONSTRUCTION, INC.. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

Paul S. Crews

Affiant

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015
Council Bill No. 2015-162

Item: Agreement with Bartlett & West Inc. for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 Project.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-162

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of an Agreement with Bartlett & West Inc. in the not to exceed the amount of $798,019.00 for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249.

Background:
In August of 2014 the voters passed the Renewal of the Capital Improvement sales tax Program for an additional 10 years. One of the projects is the widening of Zora Street from Range Line Road to State Highway 249.

Discussion: By state statue the qualification based selection was used for procurement. City staff advertised in the Joplin Globe for one day and received 9 sets of qualifications from consulting firms for this project. Bartlett & West Inc. was selected for Engineering Services for the Zora Street widening project.

Recommendation: Staff recommends approval of an Agreement with Bartlett & West Inc. in the not to exceed the amount of $798,019.00 for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-162 ORDINANCE NO

AN ORDINANCE approving an agreement for Bartlett & West Inc. in the not to exceed the amount of Seven Hundred Ninety Eight Thousand and Nineteen Dollars ($798,019.00) for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 Project and containing an emergency clause.

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

Section 1. Approval of an agreement for Bartlett & West Inc. in the not to exceed the amount of Seven Hundred Ninety Eight Thousand and Nineteen Dollars ($798,019.00) for Engineering Services Associated with the Zora Street Widening from Range Line Rd to State Highway 249 project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Bartlett &West Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. The appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: BARTLETT & WEST, Inc. Address: 1719 SOUTHRIDGE DR., SUITE 100 JEFFERSON CITY, MO 65109	
Attention: NICK A. HEATHERLY, P.E.		Attention: HERB BAILEY	
Department: PUBLIC WORKS		Phone: (785)330-7035	Fax: (573)634-7904
Phone: (417)624-0820	Fax:	Work Authorization No. B&W-CIST-ZORAEAST-1	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

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

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

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

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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:

BARTLETT & WEST, Inc.

By: Bob Gilbert

Printed Name: Bob Gilbert

Title: Vice President

Date: 11-9-15

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A

Project Name/Description ZORA STREET WIDENING FROM RANGE LINE TO M-249
Consultant BARTLETT & WEST, Inc.
Work Authorization No. B&W-CIST-ZORAEAST-1

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other

information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

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

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

B. Engineering Survey

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

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

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

Pre-Construction Phase services are not included with this design fee and will need to be authorized through an addendum to this agreement.

F. Existing United States Public Land Survey System Corners
All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase **Design fee only includes items through Right-of-Way Plan Phase. Final Design, Bidding, Construction, and Post-Construction Phase services will need to be authorized through an addendum to this agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth.~~

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

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

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

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

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

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

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

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

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

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

~~replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~

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

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

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

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

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

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

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

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

18. ~~*Inspections and Tests:*~~

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

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

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

19. ~~*Change Proposals and Claims:*~~

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

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

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

    a) ~~Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions~~

precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

~~to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

B. ~~*Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~*A1.09 Post-Construction Phase*~~

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

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

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

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

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

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

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

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

d) ~~Contractor certification and city recommendation:~~

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

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

e) ~~Final Invoice~~

f) ~~Final Detailed Estimate of Quantities~~

g) ~~Contractor's Affidavit Regarding Settlement of Claims~~

h) ~~Final Change Order (if needed)~~

i) ~~Affidavit (Compliance with Prevailing Wage Law)~~

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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

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

PERIOD OF SERVICE

The Consultant shall make submittals in accordance with the schedule described below:

Concept Study by March 31, 2016

Preliminary Plans by July 31, 2016

Right-of-Way Plans by November 1, 2016

ENGINEERING FEE ESTIMATE
CITY PROJECT #TC0608
ZORA STREET WIDENING FROM RANGE LINE TO M-249
CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TASK 1 - CONCEPTUAL PHASE

Labor:	A	Engineer IX	52	@	$	210.00		$	10,920.00
	B	Engineer VI	358	@	$	164.00		$	58,712.00
	C	Engineer II	430	@	$	118.00		$	50,740.00
	E	Engineering Tech IV	40	@	$	90.00		$	3,600.00
	F	Surveyor VI	0	@	$	140.00		$	-
	G	Administrator II	24	@	$	86.00		$	2,064.00
		Sub-Total Labor	904				Subtotal	$	126,036.00
							3% added for 2016	$	3,781.00
							TOTAL LABOR - TASK 1		$129,817.00
Expenses:									
	Field								
	by AMA		0						
	Office								
	CADD Software		300	@	$	7.00	per hour	$	2,100.00
	Printing and Plotting		1	@	$	1,000.00	lump sum	$	1,000.00
	Postage & Delivery		1	@	$	200.00	lump sum	$	200.00
	Mileage (trav to 5 meetings)		4000	@	$	0.575	per mile	$	2,300.00
	Subconsultant Costs								
	Allgeier Martin & Associates (Cost + 10%)		1	@	$	78,454.00	lump sum	$	78,454.00
	Palmerton & Parrish (Cost + 10%)		1	@	$	3,300.00	lump sum	$	3,300.00
							TOTAL EXPENSE - TASK 1		$87,354.00
							TOTAL COST - TASK 1		$213,390.00

TASK 2 - PRELIMINARY PLANS PHASE

Labor:	A	Engineer IX	44	@	$	210.00		$	9,240.00
	B	Engineer VI	480	@	$	164.00		$	78,720.00
	D	Engineer II	620	@	$	118.00		$	73,160.00
	E	Engineering Tech IV	546	@	$	90.00		$	49,140.00
	F	Surveyor VI	24	@	$	140.00		$	3,360.00
	G	Administrator II	34	@	$	86.00		$	2,924.00
		Sub-Total Labor	1748				Subtotal	$	216,544.00
							3% added for 2016	$	6,496.00
							TOTAL LABOR - TASK 2		$223,040.00
Expenses:									
	Field								
	Mileage		1000	@	$	0.575	per mile	$	575.00
	Per Diem		4	@	$	61.00	per day	$	244.00
	Survey Equipment - One-Man Crew		4	@	$	50.00	per hour	$	200.00
	Survey Materials (stakes, rebar, etc)		1	@	$	200.00	lump sum	$	200.00
	LiDAR Mobile Scanner		2	@	$	5,000.00	per day	$	10,000.00
	Office								
	CADD Software		800	@	$	7.00	per hour	$	5,600.00
	Printing and Plotting		1	@	$	1,000.00	lump sum	$	1,000.00
	Postage & Delivery		1	@	$	200.00	lump sum	$	200.00
	Mileage (trav to 4 meetings)		3000	@	$	0.575	per mile	$	1,725.00
	Subconsultant Costs								
	Allgeier Martin & Associates (Cost + 10%)		1	@	$	89,179.00	lump sum	$	89,179.00
	Utility Locating Contractor (TBD) (Cost + 10%)		1	@	$	15,840.00	lump sum	$	15,840.00
	Palmerton & Parrish (Cost +10%)		1	@	$	11,936.00	lump sum	$	11,936.00
							TOTAL EXPENSE - TASK 2		$136,699.00
							TOTAL COST - TASK 2		$353,243.00

ENGINEERING FEE ESTIMATE
CITY PROJECT #TC0608
ZORA STREET WIDENING FROM RANGE LINE TO M-249
CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TASK 3 - RIGHT OF WAY PLANS PHASE

Labor:	A	Engineer IX	36	@	$	210.00		$	7,560.00	
	B	Engineer VI	340	@	$	164.00		$	55,760.00	
	D	Engineer II	570	@	$	118.00		$	67,260.00	
	E	Engineering Tech IV	532	@	$	90.00		$	47,880.00	
	F	Surveyor VI	96	@	$	140.00		$	13,440.00	
	G	Administrator II	24	@	$	86.00		$	2,064.00	
		Sub-Total Labor	1598				Subtotal	$	193,964.00	
							3% added for 2016	$	5,819.00	
							TOTAL LABOR - TASK 3			$199,783.00
Expenses:										
	Field									
	by AMA		0						$0.00	
	Office									
	CADD Software		700	@	$	7.00	per hour	$	4,900.00	
	Printing and Plotting		1	@	$	3,000.00	lump sum	$	3,000.00	
	Postage & Delivery		1	@	$	200.00	lump sum	$	200.00	
	Mileage (trav to 2 mtgs)		1500	@	$	0.575	per mile	$	862.50	
	Subconsultant Costs									
	Allgeier Martin & Associates (Cost + 10%)		1	@	$	28,459.00	lump sum	$	28,459.00	
							TOTAL EXPENSES - TASK 3			$37,421.50
							TOTAL COST - TASK 3			$231,385.50

TOTAL ESTIMATED FEE **$798,019**

ENGINEERING FEE ESTIMATE CITY PROJECT #TC0608 ZORA STREET WIDENING FROM RANGE LINE TO M-249 CITY OF JOPLIN, JASPER COUNTY, MISSOURI	Bartlett & West Personnel						
	E-IX	E-VI	E-II	ET- IV	S-VI	Admin	Total
	A	B	D	E	F	H	Hours
TASK 1 - CONCEPTUAL PHASE							
Kickoff Meeting w City (incl initial field check w City)	8	16					24
Prepare field check memo to document visual road conditions	2	8					10
Conduct Title search ***by AMA***							0
Conduct Utility survey ***by AMA***							0
Create existing site plan using City resources, utility survey & title search ***by AMA***							0
Coordinate preliminary hydraulic studies for crossroad culverts ***by AMA***							0
Conduct QA/QC review of site plan, hyd studies, util survey	2	16					18
Identify potential environmental clearance & permits needed. Contact state & fed agencies.		16					16
Conduct turning movement study at Duquesne & Zora intersection			16				16
Analyze traffic counts to recommend typ sect based on gen rdwy capacity guidelines(City furnished ADT)		8	32				40
Determine design standards		8					8
Identify reasonable alternatives (total of 3)	4	12	8				24
Prepare alignment studies of reasonable alternatives (dev prel line and grade for cost est)	2	16	80				98
Compare Duquesne alternative intersection layouts using traffic analyis (incl roundabout as alt)	2	8	40				50
Coordinate line and grade with hydraulic study	2	4	16				22
Coordinate line and grade with new crossing details (furnished by MNA)	2	2	8				12
Perform preliminary corridor modeling, dev cross sections for approx. construction limits.		16	60				76
Conduct geotechnical literature search (no borings) of reasonable alternatives ***by PPI***							0
Prepare prel est's of right of way, utility and construction costs for reasonable alternatives (3)		16	24				40
Prepare evaluation matrix comparing traffic operation, cost, constructability, rw impacts, env impacts, etc		8	24				32
Develop conceptual study report and exhibits showing potential solutions		16	40	40			96
Develop perspective drawings / infraworks video and attend public hearing		16	40				56
Conduct internal QA/QC review of conceptual solutions, estimates. Address comments.		16	16				32
Conduct QA/QC review of conceptual report, alternative estimates, and meetings ***by AMA***							0
Address comments from QA/QC review.		8	16				24
Submit six (6) conceptual study reports and deliverables to City for review.		2	2			4	8
Address comments from City's review and submit six (6) revised reports to City		2	8			4	14
Attend progress meetings with City (assume 4)	16	40					56
Prepare minutes of meetings with City. Provide action items (within two weeks)		24					24
Provide project admin during concept (emails, phone, conf calls, invoices, progress reports, budget ctrl)	12	80				16	108
Subtotal Task 2	**52**	**358**	**430**	**40**	**0**	**24**	**904**
TASK 2 - PRELIMINARY PLANS PHASE 30%							
Conduct boundary survey, set LiDAR ground control & targets ***by AMA***							0
Prepare property ownership map ***by AMA***							0
Conduct hydraulic study ***by AMA***							0
Coordinate with utilities (incl MNA RR) ***by AMA***							0
Conduct QA/QC review of prop ownership, hyd study, util's, MNA RR	4	16					20
Conduct mobile LiDAR survey scan (incl ground calibration from control pts)		4		24	24		52
Process LiDAR data into base map (AutoCAD)		8	24	180			212
Conduct field check on LiDAR base map		2	32				34
Address field check comments and finalize LiDAR base map		2	16	16			34
Prepare title sheet (incl project limits, access note, traffic data, utilities)		2	2	12			16
Develop preliminary typical section sheets		8	24	24			56
Develop preliminary horizontal alignment	4	8	24				36
Develop preliminary vertical alignment (profile)	4	8	16				28
Develop plan & profile sheets		16	80	80			176
Develop preliminary cross sections sheets (50' intervals)		8	60				68
Develop preliminary intersection layout (assume roundabout option) at Duquesne & Zora		8	80	40			128
Identify crossroad culvert locations based on hydraulic study		2	12				14
Identify storm sewer locations (incl drop inlet locations)		8	24				32
Identify locations & general size of retaining walls		8	40				48
Identify entrance locations		4	12				16
Identify sidewalk locations		4	12				16
Identify traffic control solution		4	8				12
Identify erosion control issues		4	8				12
Identify tentative easement and right of way requirements (incl Duquesne intersection)		8	24	32			64

ENGINEERING FEE ESTIMATE							
CITY PROJECT #TC0608	Bartlett & West Personnel						
ZORA STREET WIDENING FROM RANGE LINE TO M-249							
CITY OF JOPLIN, JASPER COUNTY, MISSOURI	E-IX	E-VI	E-II	ET- IV	S-VI	Admin	Total
	A	B	D	E	F	H	Hours
Evaluate cross sections to identify guardrail locations (if any)		8	16				24
Calculate preliminary quantities and prepare preliminary construction estimate		8	24	24			56
Attend Meetings during Preliminary Plans Phase (Total of 4)	8	40					48
Prepare minutes of meetings with City. Provide action items (within 2 weeks)		24					24
Develop and submit design exceptions as appropriate.		8	8				16
Attend public hearing. Create exhibits.		8	16	40			64
Incorporate appropriate comments into preliminary plans from City recommendations from public hearing.		8	16	24			48
Conduct internal QA/QC review of preliminary plans, estimate. Address comments.	12	16	16	16			60
Conduct QA/QC review of preliminary plans, estimate, meetings ***by AMA***							0
Address comments from QA/QC review.		8	16	16			40
Submit six (6) sets of prel plans, engr's est and any other design deliverables to City for review		2	2	2		2	8
Address comments from City's review and submit six (6) revised preliminary plans & revised engrs est.		2	8	16			26
Submit app for env clearance and/or permit (Sec 106)		16				2	18
Submit app for env clearance and/or permit (401/404)		40				2	42
Submit app for env clearance and/or permit (US Fish & Wildlife)		8				2	10
Submit apps for env clearance and/or permit (Farmland)		8				2	10
Submit apps for env clearance and/or permit (4f/6f)		16				2	18
Submit apps for env clearance and/or permit (Hazardous Waste)		16				2	18
Submit apps for environmental clearance and/or permit (Noise)		8				2	10
Submit apps for environmental clearance and/or permit (Land Disturbance)		24				2	26
Provide project admin during preliminary (emails, phone, conf calls, invoices, progress reports, budget ctrl)	12	80				16	108
Subtotal Task 3	**44**	**480**	**620**	**546**	**24**	**34**	**1748**
TASK 3 - RIGHT OF WAY PLANS PHASE 60%							
Develop entrance profile, culvert details and final RW and/or easement requirements.		8	60	40			108
Develop crossroad culvert sections and final RW and/or easement requirements.		8	60	40			108
Develop sidewalk locations and final RW requirements.		8	40	40			88
Incorporate MNA crossing details into profile		4	8				12
Calculate storm sewer calculations and sizing (non-crossroad)		16	60				76
Develop lighting layout with input from City		16	60	40			116
Prepare ROW plan sheets showing easement and right of way takings	4	40	120	120			284
Determine parcel size and tract drawings (50 parcels)		8	24	80			112
Prepare deed descriptions of easements and right of way (50 parcels)			24	40	80		144
Prepare ROW tabulation sheet		8	16	40	16		80
Develop preliminary traffic control plan		8	24	24			56
Develop preliminary erosion & sediment control plan		8	24	24			56
Continue coordination with agencies for env clearance and/or permit process		40					40
Conduct internal QA/QC review of preliminary plans, estimate. Address comments.	12	16	16				44
Conduct QA/QC review of ROW plans, estimate, meetings ***by AMA***							0
Address comments from QA/QC review.		12	24	40			76
Prepare ROW acquisition estimate ***by AMA***							0
Provide six (6) sets of ROW plans for City to review		2	2	4			8
Distribute one 11"x17" set of plans to each utility company (assume power, telephone, gas, rural water)		6	8				14
Conduct utility coordination meeting and provide minutes		24					24
Attend Meetings with City during ROW Phase (assume 2 meetings)	8	16					24
Prepare minutes of meeting with City. Provide action items (within 2 weeks)		12					12
Perform temporary staking and flagging of ROW/Esmt parcels for negotiations ***by AMA***							0
Provide project admin during ROW (emails, ph calls, conf calls, invoices, progress reports, budget ctrl)	12	80				24	116
Subtotal Task 5	**36**	**340**	**570**	**532**	**96**	**24**	**1598**

Estimate of Utility locates (Potholes and/or Vacuum Excavations)
Utility Locate Subcontractors TBD
10/23/2015

Estimating 4 locates per 1/4 Mile, based on experience.
For 2.25 miles of corridor length, 36 total pothole locations anticipated. If more potholes are necessary, this constitutes additional services and the Engineer will make City aware of the additional work prior to proceeding.

Utility Subcontractors are not identified at this time, since the scope and type of potholing will be identified at the time when preliminary design is nearing completion. Appropriate contractors will be contacted for quotes at that time and will be contracted with to stay within the amount shown below.

Experience on similar projects indicates that excavations cost on average about $400/excavation. This includes restoration and pavement patching where needed.

36 Potholes x $400/Pothole = $14,400.00

BARTLETT & WEST

SERVICE. THE BARTLETT & WEST WAY.

2015 SCHEDULE OF HOURLY CHARGES

Staff Type	2015 Rates
Engineer XI/Landscape Arch XI	242.00
Engineer X/Landscape Arch X	224.00
Engineer IX/Landscape Arch IX	210.00
Engineer VIII/Landscape Arch VIII	195.00
Engineer VII/Landscape Arch VII	180.00
EngineerVI/Landscape Arch VI	164.00
Engineer V/Landscape Arch V	152.00
Engineer IV/Landscape Arch IV	141.00
Engineer III/Landscape Arch III	129.00
Engineer II/ Landscape Arch II	118.00
Engineer I/Landscape Arch I	106.00
Engineering Technician XI	190.00
Engineering Technician X	161.00
Engineering Technician IX	144.00
Engineering Technician VIII	125.00
Engineering Technician VII	114.00
Engineering Technician VI	105.00
Engineering Technician V	98.00
Engineering Technician IV	90.00
Engineering Technician III	81.00
Engineering Technician II	74.00
Engineering Technician I	69.00
Surveyor VIII	161.00
Surveyor VII	151.00
Surveyor VI	140.00
Surveyor V	126.00
Surveyor IV	113.00
Surveyor III	102.00
Surveyor II	89.00
Surveyor I	78.00
Survey Technician VI	98.00
Survey Technician V	87.00
Survey Technician IV	76.00
Survey Technician III	67.00
Survey Technician II	61.00
Survey Technician I	56.00
Field Representative X	156.00
Field Representative IX	141.00
Field Representative VIII	129.00
Field Representative VII	118.00
Field Representative VI	107.00
Field Representative V	98.00
Field Representative IV	89.00
Field Representative III	81.00
Field Representative III	73.00
Field Representative I	66.00
Right-of-Way Specialist IV	207.00
Right-of-Way Specialist III	173.00
Right-of-Way Specialist III	150.00
Right-of-Way Specialist I	133.00

BARTLETT & WEST

SERVICE. THE BARTLETT & WEST WAY.

2015 SCHEDULE OF HOURLY CHARGES

Staff Type	2015 Rates
Right-of-Way Technician V	114.00
Right-of-Way Technician IV	104.00
Right-of-Way Technician III	95.00
Right-of-Way Technician II	83.00
Right-of-Way Technician I	72.00
GIS Coordinator VIII	230.00
GIS Coordinator VII	219.00
GIS Coordinator VI	207.00
GIS Coordinator V	196.00
GIS Coordinator IV	179.00
GIS Coordinator III	161.00
GIS Coordinator II	144.00
GIS Coordinator I	133.00
GIS Developer/DBA V	179.00
GIS Developer/DBA IV	167.00
GIS Developer/DBA III	156.00
GIS Developer/DBA III	144.00
GIS Developer/DBA I	133.00
GIS Project Administrator V	161.00
GIS Project Administrator IV	150.00
GIS Project Administrator III	138.00
GIS Project Administrator II	127.00
GIS Project Administrator I	115.00
GIS Analyst V	144.00
GIS Analyst IV	133.00
GIS Analyst III	121.00
GIS Analyst II	110.00
GIS Analyst I	98.00
GIS Technician IV	99.00
GIS Technician III	89.00
GIS Technician II	78.00
GIS Technician I	66.00
Systems Analyst	150.00
IS Support Specialist	80.00
Computer Systems Technician III	91.00
Computer Systems Technician II	80.00
Computer Systems Technician I	64.00
Project Coordinator	133.00
Administrator V	127.00
Administrator IV	112.00
Administrator III	95.00
Administrator II	86.00
Administrator I	76.00
Administrative Technician V	81.00
Administrative Technician IV	73.00
Administrative Technician III	65.00
Administrative Technician II	59.00
Administrative Technician I	52.00

ZORA AVENUE WIDENING PROJECT
SCOPE AND ESTIMATED FEE
FOR ALLGEIER MARTIN AND ASSOCIATES

	Hours	Position	Rate	Cost		
CONCEPTUAL PHASE						
UTILITY SURVEY						
	8	RLS	$ 150	$ 1,200		
	40	GPS Survey Crew	$ 175	$ 7,000		
	6	Tech II	$ 91	$ 546		
	4	Eng. III	$ 170	$ 680		
				Subtotal	$	9,426
TITLE SEARCH					$	13,200
EXISTING SITE PLAN (utilizing city resources, utility survey & Title Search)						
	6	RLS	$ 150	$ 900		
	32	Tech II	$ 91	$ 2,912		
	80	Tech III	$ 104	$ 8,320		
	40	Eng. I	$ 135	$ 5,400		
	26	Eng. III	$ 170	$ 4,420		
				Subtotal	$	21,952
HYDRAULIC STUDY						
	101	Eng. III	$ 170	$ 17,170		
				Subtotal	$	17,170
REVIEW OF CONCEPTUAL PLANS, ESTIMATES & MEETINGS						
	55	Eng. III	$ 170	$ 9,350		
				Subtotal	$	9,350
Mileage	400	Miles	$ 0.56	$ 224		
				Subtotal	$	224
		CONCEPTUAL PHASE TOTAL			**$**	**71,322**
PRELIMINARY DESIGN PHASE- 30%						
BOUNDARY SURVEY & SET TARGETS FOR LIDAR (includes property ownership Map)						
	50	RLS	$ 150	$ 7,500		
	40	GPS Survey Crew	$ 175	$ 7,000		
	80	Tech II	$ 91	$ 7,280		
	8	Eng. I	$ 135	$ 1,080		
	8	Eng. III	$ 170	$ 1,360		
				Subtotal	$	24,220
UTILITY REQUIREMENTS (per A1.03 of City Agreement)						
	4	RLS	$ 150	$ 600		
	12	GPS Survey Crew	$ 175	$ 2,100		
	40	Tech III	$ 104	$ 4,160		
	32	Eng. I	$ 135	$ 4,320		
	24	Eng. III	$ 170	$ 4,080		
				Subtotal	$	15,260
HYDRAULIC STUDY						
	189	Eng. III	$ 170	$ 32,130		
				Subtotal	$	32,130
REVIEW OF PRELIMINARY PLANS, ESTIMATES & MEETINGS						
	55	Eng. III	$ 170	$ 9,350		
				Subtotal	$	9,350
Mileage	200	Miles	$ 0.56	$ 112		
				Subtotal	$	112
		30% PRELIMINARY PHASE TOTAL			**$**	**81,072**
PRELIMINARY DESIGN PHASE- 60%						
RIGHT OF WAY PLANS (inculdes easement & ROW Staking)						
	40	RLS	$ 150	$ 6,000		
	40	GPS Survey Crew	$ 175	$ 7,000		
	60	Tech III	$ 104	$ 6,240		
	8	Eng. I	$ 135	$ 1,080		
	32	Eng. III	$ 170	$ 5,440		
				Subtotal	$	25,760
Mileage	200	Miles	$ 0.56	$ 112		
				Subtotal	$	112
		60% PRELIMINARY PHASE TOTAL			**$**	**25,872**
ALLGEIER MARTIN TOTAL ESTIMATED FEE					**$**	**178,266**

EXHIBIT A
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2015

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

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

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or 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%

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Bartlett & West, Inc.
544 Columbia
Lawrence, KS 66049

September 17, 2015

Attn: Herb Bailey, P.E.
herb.bailey@bartwest.com

Proposal for Geotechnical Investigation
Zora Street Widening
Joplin, Missouri

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a 2 Phase Geotechnical Investigation for widening of the existing Zora Street between Range Line Road and Missouri Highway 249. The final widening alignment is unknown at this time. However, the new alignment is not anticipated to vary much from the existing alignment. Major improvements are anticipated to consist of widening of the existing 2-lane street, with no bridge structures anticipated.

Conceptual design of this project has yet to commence. As a result, this proposal for Geotechnical Investigation includes 2 separate phases, as requested. These 2 phases include a Conceptual Phase and a Preliminary Plan Phase. Each phase is discussed in greater detail below.

Conceptual Phase

Again, it is understood that the widening alignment has not yet been chosen, and design concepts have yet to be prepared. As a result, the Geotechnical Investigation for the Conceptual Phase will include performing a literature review, document research and site reconnaissance. No drilling, sampling or lab testing will be performed during this phase. The main intent of this phase is to review online databases and past work performed by the Design Team in the site area in search for possible issues that would negatively affect roadway design and/or construction. For example, some of the possible issues researched will include possible problem soil types (swelling fat clays or moisture sensitive soils), mine impacted areas and mapped sinkholes or karst features, just to name a few. A cursory site walk/drive will also be performed by a qualified Geotechnical Engineer or Geologist from PPI's staff. PPI will provide the Conceptual Phase scope of services outlined above for a projected cost of Three Thousand Dollars (**$3,000.00**).

Preliminary Plan Phase

Once the Conceptual Design Phase is complete, and an alignment is chosen, a Preliminary Plan Geotechnical Investigation will be performed. PPI's geotechnical scope of services for this phase will include completion of field drilling, sampling and testing, laboratory testing, analysis of the collected data and performance of a pavement thickness analysis. The following sections of this proposal describes the scope of PPI's services and a cost estimate.

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Geotechnical Field Investigation: PPI plans to drill a total of fourteen (14) geotechnical borings at an approximate spacing of 500 ft. along the project alignment. Three (3) additional borings have been included to help delineate the extent of very soft or other problem soils, if encountered in the primary borings. Since the vertical alignment of the roadway is unknown at this time, but anticipated to required only minimal cut and fills, borings will extend to a depth of 10 feet below the existing ground surface. All borings are projected to extend to specified depths, or auger encounter with bedrock, whichever is shallower. The geotechnical field investigation is based upon the following procedure:

- Perform a Dynamic Cone Penetrometer (DCP) test at the ground surface within each boring location to determine an in-situ California Bearing Ratio (CBR) value;
- Subsurface borings will be drilled using 4.5-inch O.D. continuous flight augers;
- Soil samples will be collected at 2.5- to 5-foot centers during drilling using a split spoon or Shelby Tube sampler (ASTM D1586 & D1587);
- Groundwater levels measured during drilling;
- Traffic control is anticipated to be required due to the narrow roadway and the presence of overhead electric within the shoulders and sometimes limited shoulder/ditch access; and
- The boring backfilled with a hole plug and available auger cuttings.

Laboratory Investigation: Soil samples will be sealed and transported to our Laboratory for further testing. Laboratory testing will include the following:

- Soil Classification Tests: Atterberg Limits (ASTM D4318) and moisture content (ASTM D2216);
- Swell Test (ASTM D4546);
- Unconfined Compressive Strength;
- Particle Size Analysis (ASTM D422); and
- Pocket Penetrometers.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples, and will not be determined until the geotechnical borings have been drilled.

Geotechnical Report: Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report and one (1) original bound copy will be submitted. The Report will include a Site Location Plan, Boring Location Plan, typed Boring Logs showing the results of field and laboratory testing, DCP test results, pavement thickness analysis results and Geotechnical Engineering Recommendations for subgrade and pavement construction, construction planning and site development.

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Cost Projection for Geotechnical Investigation

PPI will perform the above Preliminary Plan Phase Geotechnical Investigation scope of services outlined above for a projected cost of Ten Thousand Eight Hundred & Fifty Dollars (**$10,850.00**). The projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- No clearing or earthwork will be required to access boring locations;
- Boring locations can be accessed with PPI's truck or track mounted drill rigs;
- Boring locations will be staked in the field by PPI using a site plan provided by AMA/Bartlett & West;
- Wheel loadings and traffic frequency for use during the pavement thickness analysis will be provided by the Client, if available from the City of Joplin;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

Mining Activities

As you know, the Joplin area is heavily mine impacted. Based upon information provided by the Missouri Department of Natural Resources (MDNR), previous lead and zinc mining activity has occurred in the areas surrounding the proposed roadways. Specifically evaluating the site for the presence of mine shafts or drifts using geophysical or subsurface drilling techniques is outside the scope of this study. Additional investigation required for existing mine features or mine features encountered during this subsurface investigation can be performed by PPI, if desired. These addition investigations will be proposed upon separately on a case-by-case basis.

CMT SERVICES

In addition to the Geotechnical Services outlined above, PPI appreciates the opportunity to submit this quote for Construction Materials Testing (CMT) Services for the same project. CMT Services will be provided by a qualified technician mobilized from PPI's Joplin, Missouri office. CMT services anticipated to be required for this project include;

- Observe roadway stripping, undercutting and proof-rollings;
- Perform classification & moisture-density testing on proposed earth fill material;
- Provide recommendations for any subgrade stabilization procedures required;
- Observe fill placement & perform compaction testing using field nuclear density test methods;

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- Perform baserock compaction testing using field nuclear density test methods;
- Perform field concrete sampling & testing for pavement;
- Perform asphalt sampling and testing (if required); and
- Perform concrete compressive strength testing upon molded concrete specimens & report results.

Once preliminary plans are prepared, and possibly a construction schedule, a cost estimate for CMT services can be provided.

Closure

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:



Brandon R. Parrish, P.E.
Vice President

Attachments: Estimated Costs for Conceptual and Preliminary Plan Geotechnical Investigations
General Conditions

CLIENT AUTHORIZATION:

Authorizing Signature

Please Print Name & Title

Date

PALMERTON & PARRISH, INC.

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed 3 times PPI's total fee for services rendered on this Project. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

4. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

PALMERTON & PARRISH, INC.

Projected Cost for Conceptual Phase Geotechnical Research

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	OFFICE RESEARCH AND REPORT PREPARATION:				
1	Project Manager	$135.00	/hr.	4.00	$540.00
2	Geologist to Review Mapping for Alignment	$90.00	/hr.	8.00	$720.00
3	Type Report	$54.00	/hr.	2.00	$108.00
4	Engineer to Prepare Report	$135.00	/hr.	4.00	$540.00
5	Principal to Review Report	$185.00	/hr.	1.00	$185.00
6	Report Printing	$21.00	/ea.	3.00	$63.00
	SUBTOTAL; OFFICE RESEARCH AND REPORT PREPARATION				**$2,156.00**
	SITE RECONNAISANCE				
1	Mileage	$0.67	/mi.	50.00	$33.50
2	Site Recon by Engineer	$135.00	/hr.	6.00	$810.00
	SUBTOTAL; SITE RECONNAISANCE				**$843.50**
	TOTAL ESTIMATED COST				**$2,999.50**

PALMERTON & PARRISH, INC.

Projected Cost for Preliminary Plan Geotechnical Services

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	ENG. EVALUATION, RECOMMENDATIONS & REPORT:				
1	Geologist to Stake Borings	$90.00	/hr.	4.00	$360.00
2	Prepare Site Plan & Boring Logs & DCPs	$90.00	/hr.	3.00	$270.00
3	Type Report	$54.00	/hr.	2.00	$108.00
4	Engineer to Prepare Report / Proj. Mgr.	$135.00	/hr.	8.00	$1,080.00
5	Engineer to Notify One-Call System	$135.00	/hr.	1.00	$135.00
6	Engineer to Perform Pavement Analysis	$135.00	/hr.	4.00	$540.00
7	Geologist Truck Mileage	$0.67	/mi.	50.00	$33.50
8	Principal to Review Report	$185.00	/hr.	1.00	$185.00
9	Report Printing	$21.00	/ea.	3.00	$63.00
	SUBTOTAL; ENG. EVALUATION, RECOMMENDATIONS & REPORT				**$2,774.50**
	BORINGS, DRILLING & SAMPLING METHODS:				
1	Drill Rig Mobilization	$3.00	/mi.	120.00	$360.00
2	Support Truck Mileage	$0.67	/mi.	150.00	$100.50
5	Drill Crew to Perform DCP Tests	$116.00	/hr.	4.00	$464.00
6	Soil Drilling	$9.00	/ft.	170.00	$1,530.00
7	Split Spoon Testing	$31.00	/ea.	40.00	$1,240.00
8	3-inch Diameter Shelby Tube	$31.00	/ea.	11.00	$341.00
9	Difficult Drill Rig Setup	$145.00	/ea.	2.00	$290.00
10	Traffic Control (Flagmen + signs)	$1,500.00	LS	1.00	$1,500.00
11	DCP Rental	$201.00	/day	1.00	$201.00
12	Backfill Boring	$10.00	/ea.	17.00	$170.00
	SUBTOTAL; BORINGS, DRILLING & SAMPLING METHODS				**$6,196.50**
	LABORATORY TESTING PROGRAM:				
1	Moisture Content Test	$8.00	/ea.	50.00	$400.00
2	Atterberg Limits Test	$80.00	/ea.	5.00	$400.00
3	Swell Test	$176.00	/ea.	2.00	$352.00
5	Unconfined Compressive Strength	$65.50	/ea.	4.00	$262.00
6	Grain Size	$63.50	/ea.	3.00	$190.50
7	Pocket Penetrometer	$5.50	/ea.	50.00	$275.00
	SUBTOTAL; LABORATORY TESTING PROGRAM				**$1,879.50**
	TOTAL ESTIMATED COST				**$10,850.50**

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Bartlett & West, Inc. Address: 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109-4000	
Attention: Nicholas A. Heatherly, P.E.		Attention: Herb Bailey, P.E.	
Department: Public Works		Phone: (573) 634-3181	Fax: (573) 634-7904
Phone: (417) 624-0820	Fax:		

WORK AUTHORIZATION NUMBER B&W-CIST-ZORAEAST-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of Work Auth. No. B&W-CIST-ZORAEAST-1 exceed the sum of Seven Hundred Ninety Eight Thousand and Nineteen Dollars ($ 798,019).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 on both a per-claim and an aggregate basis. 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: Bartlett & West, Inc.

By: Bob Gilbert

Printed Name: Bob Gilbert

Title: Vice President

Date: 11-9-15

CITY OF JOPLIN, MISSOURI

By:

Nicholas A. Heatherly, P.E.
Public Works Director

Date:

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: September 24, 2008

   b. Owner: City of Joplin

   c. Engineer: Allgeier, Martin and Associates, Inc.

   d. Project: 7-5 C & Porter Storm Water Improvements

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services: Additional construction administration, review of pay estimates, and limited construction site monitoring services due to the construction completion date being extended by 186 days and delay by contractor to complete the project. A budget amount is included below, however the services will be provided on an hourly basis. Efforts will be taken to minimize the additional time.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
   Construction Administration/Site Monitoring (Budget) 23,000

   Compensation for the above services will be based on the attached hourly rates and will be invoiced monthly.

   c. The schedule for rendering services is modified as follows:
   August 21, 2015 through November 30, 2015

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
	Kurt Higgins
By: _____	By: Kurt Higgins, P.E.
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: September 17, 2015

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015
Council Bill No. 2015-163

Item: Amendment No. 2 to Consultant Agreement with Allgeier, Martin and Associates Inc. for the B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements Project

Originating Department: Public Works – Engineering

Attachments: 1) Amendment No. 2 to Consultant Agreement
2) Council Bill No. 2015-163

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Amendment No. 2 to Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $23,000.00 for additional construction administration for the B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements.

Background: On June 2, 2014 Council Bill 2014-145 was approved which authorized City staff to add design and construction management services to an existing consulting agreement with Allgeier, Martin and Associates Inc. The fee for the services was based on an estimated project schedule which was extended by 186 days. With the additional construction time there were more hours of work needed for construction management.

Discussion: City staff was contacted by Allgeier, Martin and Associates Inc. and was asked for an adjustment to the existing contract. City staff reviewed the fees and compared them with similar projects and found that the consulting fees are within industry standards. The increased cost has been 100% offset with liquidated damages held back from the construction contract.

Recommendation: Approval of Amendment No. 2 to Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $23,000.00 for additional construction administration for the B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-163 ORDINANCE NO.

AN ORDINANCE approving the City to enter into an amended agreement with Allgeier Martin & Associates, Inc. in the amount not to exceed Twenty Three Thousand and No/100 Dollars ($23,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements and authorizing the City Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the agreement be awarded to with Allgeier Martin & Associates, Inc. in the amount not to exceed Twenty Three Thousand and No/100 Dollars ($23,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project number TSO425.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015
Council Bill No. 2015-164
Item: Award of Construction Contract for the Shoal Creek Interceptor Sewer Line Replacement Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2015-164

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $1,371,991.50 for the Shoal Creek Interceptor Sewer Line Replacement Project

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sewer system and prepare plans and bid documents for projects that include reconstruction of the sanitary sewer system within the recovery area. This is the third construction contract and this work includes replacement of the Shoal Creek interceptor sewer which was last replaced in 1958. Funding for this project will come from the CDBG-DR-II grant.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on October 27, 2015 with 5 firms bidding and Rosetta Construction Co., Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $1,371,991.50 for Shoal Creek Interceptor Sewer Line Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 164 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in the amount of One Million Three Hundred Seventy One Thousand Nine Hundred Ninety One and 50/100 Dollars ($1,371,991.50) for the Shoal Creek Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Rosetta Construction L.L.C. in the amount of One Million Three Hundred Seventy One Thousand Nine Hundred Ninety One and 50/100 Dollars ($1,371,991.50) for the Shoal Creek Public Sewer Line Replacement Project in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $1,371,991.50 from the Community Development Block Grant Fund, Account Number 415-4542-540-8680 Project GFCDII.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Rosetta Construction L.L.C.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2015-2016 budget.

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

_____, 2015, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

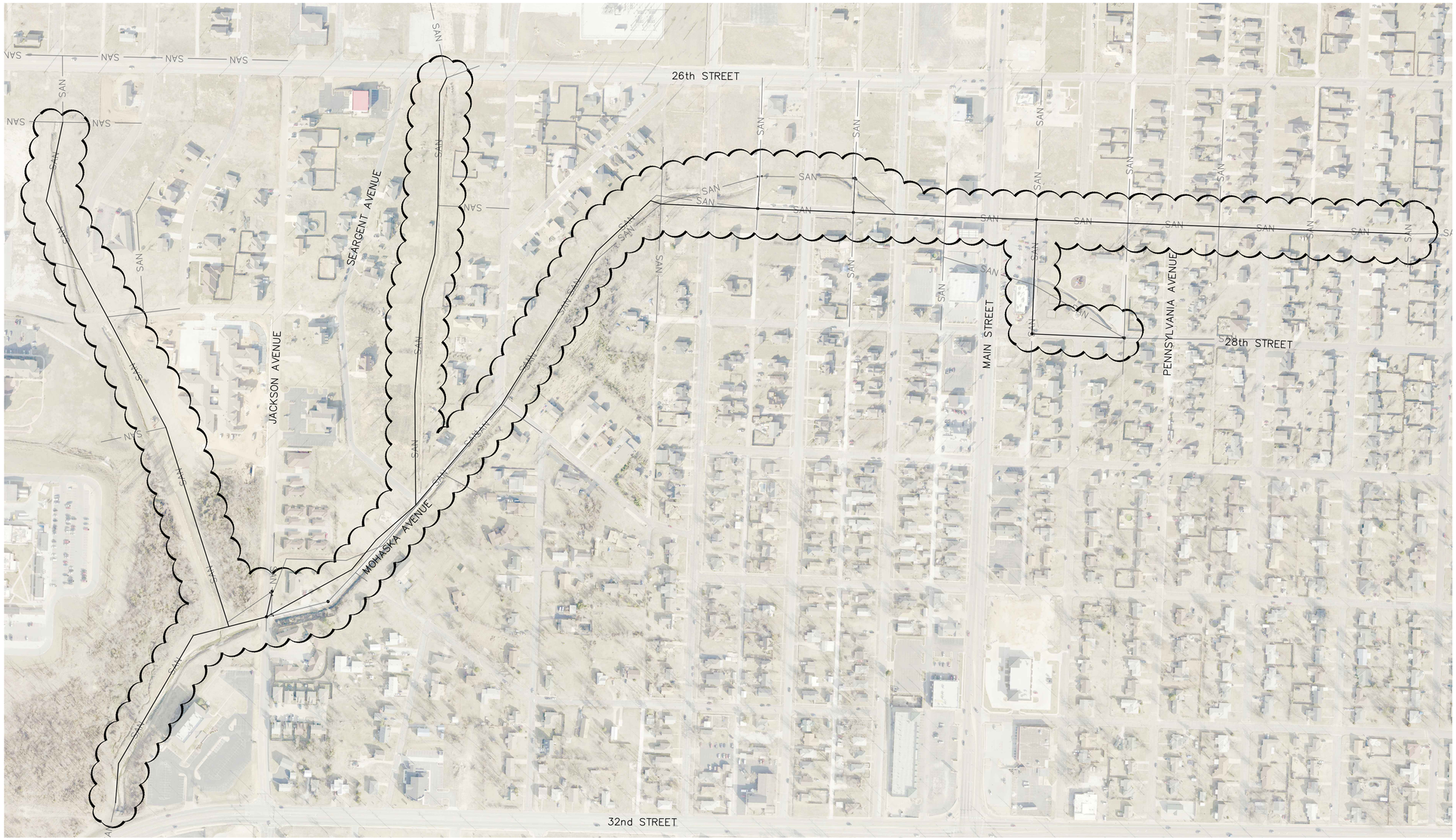
_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: Shoal Creek Public Sewer Line Replacement
DATE OF BID OPENING: October 27 , 2015

CONTRACTOR	BID
Rosetta	1,371,991.50
Bennett Inc	1,495,765.00
Southard Construction	1,500,584.26
Flat Creek Excavating	1,579,792.00
Neal's Construction	1,902,040.00
Engineer Estimate	1,590,000.00


26th STREET
28th STREET
32nd STREET
SEARGENT AVENUE
JACKSON AVENUE
MOHASKA AVENUE
MAIN STREET
PENNSYLVANIA AVENUE
SAN

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015

Item: Agreement with Missouri Department of Transportation
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Copy of Agreement
2) Copy of UPWP
3) 2016Council Bill No. 2015-374

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

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

SUMMARY:

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

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than one hundred and fifty-seven thousand two hundred and seven dollars and sixty cents ($157,207.60). The reimbursement consists of one hundred and eighteen thousand one hundred and forty-seven dollars and fifty-two cents ($118,147.52) in Federal Consolidated Planning Grant Funds. The City will pay 20% of the project costs incurred to a maximum of thirty-nine thousand and sixty dollars and eight cents $39,060.08) to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development, and Neighborhood Services, the Planner, and other support staff from the City of Joplin. The remainder of the assistance will be used to help finance eligible planning projects.

Attached is the proposed 2016 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board voted to adopt the UPWP at their meeting on October 29, 2015. JATSO is the designated MPO held with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. This CPG Agreement must be submitted to, reviewed, and passed by the Missouri Highway and Transportation Commission for financial assistance to be made available to the City of Joplin, Missouri. The 2015 CPG Agreement expired on October 31, 2015.

COUNCIL BILL NO. 2015-374 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2015, through October 31, 2016, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide The reimbursement consists of one hundred and eighteen thousand one hundred and forty-seven dollars and fifty-two cents ($118,147.52) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. This CPG Agreement must be submitted to, reviewed, and passed by the Missouri Highway and Transportation Commission for financial assistance to be made available to the City of Joplin, Missouri. The 2015 CPG Agreement expired on October 31, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2015, by a vote of_____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION

FISCAL YEAR 2016
UNIFIED PLANNING WORK PROGRAM
NOVEMBER 1, 2015 TO OCTOBER 31, 2016

City of Joplin
Department of Planning, Development, and Neighborhood Services
602 Main Street
Joplin, Missouri 64804
(417) 624-0820

Table of Contents

List of Acronyms 2
Introduction 3
TASK 1. Transportation Improvement Program (TIP) 6
TASK 2. Unified Planning Work Program (UPWP) 7
Administration & Operations 7
TASK 3. Geographic Information Systems (GIS) 9
TASK 4. Transit Planning 10
TASK 5. Programs, Software & Hardware 11
TASK FUNDING SUMMARY 12
JATSO Organizational Chart 15
JATSO Metropolitan Planning Area (MPA) Boundary Map 16

List of Acronyms

CART	Citizens Advisory Recovery Team
CPG	Consolidated Planning Grant
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information Systems
HSTCC	Harry S. Truman Coordinating Council
JATSO	Joplin Area Transportation Study Organization
MAP-21	Moving Ahead for Progress in the 21st Century
MAPS	Metropolitan Area Public Transit System
MoDOT	Missouri Department of Transportation
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
O & D	Origin & Destination Study
PIP	Public Involvement Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

Introduction

Purpose

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

The Joplin area continues to make strides in redeveloping the area's transportation network while planning for future growth. During FY 2015, a master plan was completed for the Joplin Regional Airport. In addition, public transportation routes were expanded to include service to the new Mercy Hospital and other areas in the city of Joplin. Currently there are two TIGER Grant funded projects that are open in the City of Joplin: the 20th Street Overpass and the Maiden Lane widening. The 20th Street Overpass is underway, with 20th street closed for widening of New Hampshire Avenue. This project should be completed late in the summer of 2016. Maiden Lane is being widened from 22nd Street to 26th, with new sidewalks and a trail in Cunningham Park, which will be completed in the winter of 2015. Improvements to 26th Street and Schifferdecker Avenue were TIGER Grant projects completed in July 2015.

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

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The end result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) and Moving Ahead for Progress in the 21st Century (MAP-21) which took effect October 1, 2012 will be addressed as part of the Joplin Area Transportation Study Organization's (JATSO) planning activities.

Organization

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

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

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

Funding for the UPWP

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

Planning Factors

The Federal transportation planning requirements require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies and services that will address the following eight factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.

Eligible Items

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

Public Involvement Plan

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PIP outlines a process for the public comments on the LRTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. An electronic copy of the PIP can be obtained at the JATSO website (http://joplinmo.org/index.aspx?NID=738). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

JATSO staff will be conducting a review of the current 2009 PIP during FY 2016 in order to ensure conformity with the requirements of 23 CFR 450.316. This includes extending comment periods on JATSO work products, meeting with stakeholders and invested interest groups, and reassessing the methods of communication with the public.

FY 2016 Program Goals

The annual transportation planning program begins on November 1, 2015 and continues through October 31, 2016. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2016, JATSO's goals are:

- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (All Tasks)
- Increase public and public agency participation in the JATSO transportation planning process. (Tasks 1, 2, 4, and 5)
- Update the 2016-2019 TIP as needed (Task 1)

TASK 1. Transportation Improvement Program (TIP)

Objective: JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's long-range transportation plan.

Current Status: The JATSO FY 2016-2019 TIP was approved October 29, 2015 and will be modified throughout FY 2016 as needed by the completion of JATSO TIP amendments and/or administrative actions.

Tasks Completed in FY 2015

- Staff amended the JATSO FY 2014-2017 TIP to include updated or new projects.
- Staff maintained and monitored the projects in the JATSO FY 2014-2017 TIP
- Developed and approved the FY 2016-2019 TIP

Work Items

- *Administration* – 70% ($9,646)
    - Complete TIP modifications as needed
    - Prepare the FY 2016 Annual Listing of Obligated Projects
- *Outreach* – 30% ($4,134)
    - Conduct Public Meetings

Public Participation

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

End Products

- Update JATSO FY 2016-2019 TIP with amendments as needed
- Prepare the FY 2016 Annual Listing of Obligated Projects
- Develop and execute JATSO/MoDOT Annual Self Certification

Schedule for Completion

- Activities will be on-going from November 1, 2015 through October 31, 2016

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 13,780	$ 11,024 (CPG Funds)	$ 2,756 (City of Joplin)

TASK 2. Unified Planning Work Program (UPWP) Administration & Operations

Objective: JATSO staff will maintain the approved UPWP for the current FY 2016 and develop the FY 2017 UPWP.

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

Tasks Completed in FY 2015

- Staff carried out projects in the FY 2015 UPWP, including
    - Developed the FY 2016 UPWP
    - Conducted four public meetings
    - Created and provided informational handouts at all public meetings
    - Participated in the FHWA/FTA 2015 Planning Process Review
    - Completed an update of the Long-Range Transportation Plan

Work Items

- *Administration* – 34% - ($ 22,216)
    - Monitor and maintain the FY 2016 UPWP ($ 3,097)
    - Prepare and transmit quarterly progress reports to MoDOT ($ 6,193)
    - Prepare the FY 2017 UPWP ($ 6,558)
    - Document all MPO activities ($ 2,368)
    - Participate in the FHWA/FTA Planning Process Review follow-up ($1,320)
    - Program additional tasks in FY 2016 as needed ($2,680)
- *General Transportation Planning* – 42% - ($ 27,325)
    - Participate in MoDOT district and statewide planning activities ($ 6,831)
    - Prepare minor amendments to the Long-Range Transportation Plan as needed ($ 4,099)
    - Maintain inventory of transportation needs and priorities ($ 6,558)
    - Conduct JATSO Policy Board meetings ($ 2,733)
    - Ongoing coordination of JATSO activities with disaster recovery planning efforts ($ 5,738)
    - Staff professional development ($ 1,372)
- *Outreach* – 24% - ($ 15,180)
    - Conduct public meetings ($ 9,108)
    - Create informational hand-outs for public use ($ 3,795)
    - Ongoing outreach to JATSO member agencies ($ 1,518)
    - Ensure agencies receiving federal transportation funds maintain accurate financial records ($759)

Public Participation:

- Prior to adopting a Unified Planning Work Program a public meeting will be held by the

Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

End Products:

- Four (4) FY 2016 quarterly progress reports to MoDOT
- The JATSO FY 2017 UPWP completed in September 2016
- Maintain and update prioritized list of needs in the JATSO area as needed
- Minor Long-Range Transportation Plan amendments if needed
- Create information hand-outs for public use as needed

Schedule for Completion:

- Activities will be on-going from November 1, 2015 through October 31, 2016.

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 64,721	$ 51,776.80 (CPG funds)	$ 12,944.20 (City of Joplin)

TASK 3. Geographic Information Systems (GIS)

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

Current Status: The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available. Midland GIS Solutions continues to host the GIS website for the purposes of managing information.

Tasks Completed in FY 2015

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.

Work Items

- *Administration* – 55% - ($ 27,560)
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.
- *Annual ESRI licensing fee* – 30% - ($14,350)
- *Maintaining the GIS website* – 15% – ($7,200)

End Products

- Maintained GIS layers
- Updated street, subdivision, zoning, and property ownership layers.
- Updated aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Updated data and maps to reflect change in transit/multi-modal facilities

Schedule for Completion

- Activities will be on-going from November 1, 2015 through October 31, 2016.

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$49,110.00	$39,228.00	$9,822.00

TASK 4. Transit Planning

Objective: JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will complete long and short-range transit planning responsibilities.

Current Status: JATSO continues to assist MAPS with program support and administration.

Tasks Completed in FY 2015

- Staff monitored the MAPS and collected data and information.
- Staff monitored the Sunshine Lamp Trolley system.
- Staff expanded trolley service to the southwest Joplin area, including the new Mercy Hospital site. The new trolley route began service spring 2015.
- Staff planned for the development of a transfer station and updated trolley routes.

Work Items

- *Administration – 100%* - ($47,541.00)
    - The MAPS transit coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies. ($15,281)
    - The MAPS transit coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities. ($16,979)
    - Transit coordinator monitors and analyzes Sunshine Lamp Trolley system. ($15,281)

End Products

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

Schedule for Completion

- Activities will be on-going from November 1, 2015 through October 31, 2016.

Budget

Total Cost	Federal (80%)	Local Funds (20%)
$47,541.00	$ 38,032.80 (FTA Sec. 5307)	$ 9,508.20 (City of Joplin)

TASK 5. Programs, Software & Hardware

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

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

Tasks Completed in FY 2015

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information. News releases and agendas were posted to the City of Joplin's main webpage.
- Staff computer was upgraded.

Work Items

- Updating TransCAD software – 75% – ($15,008.40)
- Maintaining the JATSO website – 7% - ($1,320)
- Maintaining JATSO's TransCAD model – 18% - ($3,820)

End Products

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.
- Maintain JATSO's website and make regular updates to keep the public informed.

Schedule for Completion

- Activities will be on-going from November 1, 2015 through October 31, 2016.

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$ 20,148.40	$ 16,118.72	$ 4,029.68

TASK FUNDING SUMMARY

Task	Total CPG funds	Total 5303 Funds	Local City of Joplin	Total Funds
Transportation Improvement Program	$11,024.00		$2,756.00	$13,780.00
Unified Planning Work Program	$51,776.80		$12,944.20	$64,721.00
Geographic Information Systems	$39,228.00		$9,822.00	$49,050.00
Transit Planning		38,032.80	$9,508.20	$47,541.00
Programs, Software, and Hardware	$16,118.72		$4,029.68	$20,148.40
Total	$118,147.52	$38,032.80	$39,060.08	$195,240.40

Funding Summary by Funding Source	
FHWA PL & FTA Section 5303 Funds (Consolidated Planning Grant)	$118,147.52
Local Match (20% of Consolidated Funds- FHWA PL Funds and FTA Section 5303 Funds)	$39,060.08
FTA Section 5307 Share	$30,426.24
Local Match (20% of Total Task Cost using FTA Section 5307 Funds)	$7,606.56
Total Programmed	$195,240.40

CPG Balance Tracking	
2015	
FY 2015 CPG allocation	$ 184,625.00
Programmed FY 2015 CPG funds left over after 3rd Quarter	$ 96,149.00
CPG balance from prior FYs UPWP	$ 1,013,865.81
FY 2015 4th Quarter Expenditures (CJW Contract)	$ 105,515.00
2016	
FY 2016 CPG allocation (estimate)	$ 184,625.00
Total estimated CPG funds available for FY 2016	$ 1,092,975.81
CPG funds programmed for FY 2016	$ 118,147.52
Remaining un-programmed CPG funds balance	$ 974,828.29

The total amount of the Consolidated Planning Grant (CPG) and FTA Section 5307 budgeted for FY 2016 is estimated at $118,147.52 and $38,032.80. JATSO is budgeting $39,060.08 in local match for planning tasks in FY 2016, resulting in an overall program budget of $195,240.40 (includes FTA Sec. 5307). The JATSO has approximately $ 974,828.29 of un-programmed CPG funds, which will be used for future projects and transportation studies.

As of 10-8-15, JATSO has programmed $ 118,147.52 of CPG spending for FY 2016. Assuming that JATSO's allocation will be $184,625.00 - the full FY2015 allocation - this leaves an additional $55,233.20 that must be spent in FY 2016 without risking a lapse of funds. JATSO has additional projects that will be added to the UPWP in the first half of FY 2016 to expend these funds.

JATSO greatly appreciates the advice and technical assistance provided by MoDOT, FHWA, and FTA in the course of conducting local planning activities. JATSO recognizes that planning is a multi-faceted activity, requiring knowledge of a variety of subjects. The dedication and cooperative spirit displayed by these agencies is greatly appreciated.

The preparation of this UPWP is financed in part by FTA and FHWA Consolidated Planning Grant funds that are administered by MoDOT.

JATSO Organizational Chart

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

Full-time staff

Robert Lolley, Transit Coordinator (1.0 FTE)
Taylor Cunningham, Planner (1.0 FTE)

Part-time staff

Troy Bolander, Director of Planning, Development and Neighborhood Services (0.5 FTE)
Lindsay Dunn, Planning, Development and Neighborhood Services Clerk (0.5 FTE)
John Gilligan, GIS Coordinator (0.5 FTE)

JATSO Policy Board Voting Members

City of Carl Junction

Steve Lawver, City Administrator

City of Joplin

Troy Bolander, Director of Planning, Development, and Neighborhood Services *Vice Chairman
Nick Heatherly, Public Works Director *Chairman
Dan Salisbury, Asst. Public Works Director
Lynden Lawson, Asst. Public Works Director, Operations
Robert Lolley, Transit Coordinator
Steve Stockam, Airport Manager

City of Webb City

Carl Francis, Interim City Administrator

Harry S. Truman Coordinating Council

Jill Cornett, Director
Michael Swan, Transportation Planner (alternate)

Jasper County

Darieus Adams, County Commissioner

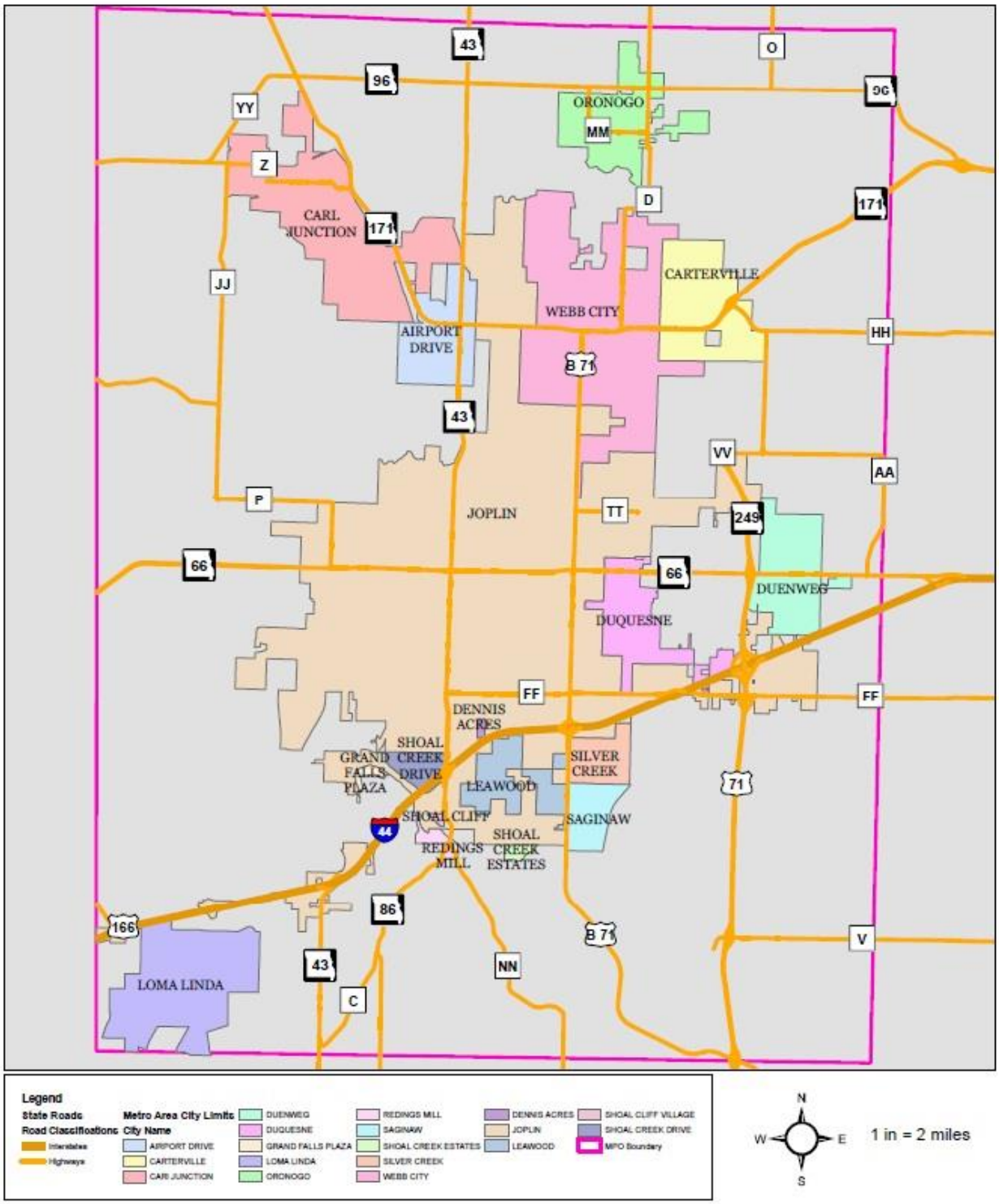
Missouri Department of Transportation (SW District)

Becky Baltz, District Engineer
Frank Miller, Senior Transportation Planner (alternate)

Newton County

Marilyn Ruestman, County Commissioner

JATSO Metropolitan Planning Area (MPA) Boundary Map



City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015

Item: Amendment to CDBG-DR Subrecipient Agreement with Crosslines Churches of the Joplin Area, Inc.
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Exhibit A - Crosslines Request Letter
2) Exhibit B - Amendment to CDBG-DR Subrecipient Agreement
3) Council Bill No. 2015-406

Planning and Community Development Director: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2015-406

INTRODUCTION:

The following Council Bill is for an amendment to an agreement approved on February 2, 2015, between the City of Joplin and Crosslines Churches of the Joplin Area, Inc. (Crosslines) to provide funding for the rehabilitation of a larger facility to accommodate the expanded services Crosslines is providing as a result additional needs since May, 2011.

DISCUSSION:

Crosslines is a community of cross-denominational volunteers whose main mission is to supply emergency food, clothing, hygiene items, baby supplies and basic household necessities. Additionally Crosslines provides assistance with rental and utility obligations in crisis situations.

In September, 2011, The Salvation Army of Joplin closed their Food Pantry and stopped distributing Government Food Commodities so they could focus on tornado case management. Crosslines is now the only entity in the Joplin area that distributes Government Food Commodities. This has resulted in the need for larger food pantry space to adequately serve those in need. Crosslines has also seen an increased need for the other services they provide since May, 2011.

The original agreement provides for reimbursement of costs in an amount not to exceed $474,560.00 that will be incurred in the rehabilitation and retrofitting of a building at 320 School Avenue in accordance with HUD CDBG-DR and City of Joplin requirements.

PRESENT SITUATION:

Crosslines has encountered obstacles in completed the renovations at 320 School Avenue due to a

couple of factors. First, it became apparent that the original cost estimate was inadequate. Additional items needed to be included; specifically, adding a dock to unload commodity items, a security fence, exterior improvements, and additional roof repairs. Secondly, first bid and only bid came in considerably over. Crosslines, their architect, City staff and Deloitte staff have since helped value-engineer the project to provide the necessary improvements at the lowest reasonable cost possible. Crosslines has engaged their architect to provide construction oversight. Bid packets were let for segments of the work to be performed. Having completed this due diligence, Crosslines now knows that they need an additional $321,302.00 in CDBG-DR funding to complete the renovation and occupy the building, for a total renovation cost of $795,862.00. Crosslines anticipates work to be complete in April, 2016. Crosslines is currently in temporary quarters and has had to suspend some services until the building is ready. Crosslines' request for additional assistance is attached as Exhibit A.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public health and safety issues, so Crosslines may complete the retrofit of a facility to accommodate for the emergency services for those in need.

EXHIBIT A

Crosslines Ministries

ADDRESS: 320 S. School Ave.
PO BOX 1242
Joplin, MO 64802

OFFICE: 417-782-8384
FAX: 417-782-8183
WEB: www.CrosslinesJoplin.org

Serving God's People In Need Through Church & Community Partnerships

October 21, 2015

Dear City of Joplin,

Crosslines is excited to see the progress on the renovation of our new property at 320 S. School in Joplin. Crews and volunteers are hard at work making our vision for the continued service to the community a reality.

The original estimate, for the renovation was $474,560; this is the amount of the original Community Development Block Grant – Disaster Recovery (CDBG-DR) funding. At this time, we're requesting an amendment to the current award from the City of Joplin. **Crosslines Ministries respectfully asks the City to consider granting an additional $321,302 toward the project.**

At the time of the original estimate, the scope of work was roughly known as we didn't have completed plans and full assessment of the building. Some of the major scopes of work that were anticipated required significantly more funding than was first estimated. This includes exterior improvements, a dock, increased cost of casework, sealant for the roof, and additional fencing that would greatly increase Crosslines' capacity to effectively and efficiently continue to serve. Please find attached, an updated "Estimated Budget and Additional Funding Request" sheet. The "Updated Estimate" column reflects the current estimate of each line item. The "Change from Orig. CDBG-DR" column reflects the dollar amount above the CDBG-DR Funds already awarded that are requested in this amendment. The "Explanation" column is a detailed narrative of the items added or changed and the reasoning behind the cost adjustment.

Crosslines has been actively seeking additional funding for the renovation through foundations, grants, donors and a capital campaign. Please find attached, a listing of the "Additional Funding" Crosslines has been seeking in addition to the CDBG-DR grant.

Changes Explained

Several factors have caused the project to cost significantly more than first estimated. On April 6, 2015, a single bid received for the complete project was over $1.1 million, more than $600,000 over the budget. This caused Crosslines to recalculate project estimates and consider breaking the bid packets up to eliminate the need for a general contractor. Even so, the small size of the project and complexity/amount of paper work has resulted in extremely low bidder turn-out. We are now on our fifth bid cycle to encourage trades to bid the project. More interest has been generated from additional advertisements, mandatory pre-bid meetings and networking within the community by additional members of our building committee. Working with our architect and the City, we have discovered that our original estimate was too low.

As the Crosslines renovation project developed, several priority items have been added or adjusted. Many of these come at the advice of experts or consideration by Crosslines staff. Each adjustment comes from concerns about safety, efficiency and building our capacity to grow and expand our services to meet the needs of our neighbors and the long-lasting, residual impact of the tornado on the community.

The Exterior
During the initial estimate phase of the project, exterior components were not taken into consideration. We believe upgrades to the Crosslines building would provide an opportunity to greatly enhance the neighborhood. City of Joplin and CDBG funding have been poured into the surrounding area for a Neighborhood Improvement District designation. Neighboring projects, like the baseball complex at Joe Becker Field, have beautified and revitalized the area. Crosslines is looking forward to a move back into our old neighborhood, and we'd like to bring with us a fresh new exterior to support continued growth.

The Dock
Crosslines handles approximately 400,000 pounds of food each year. All of this food is brought in through the back of the facility – the dock area. The materials and construction of the dock were not included in the original estimate. Ozarks Food Harvest arrives at Crosslines with a semi-trailer of Government Food Commodities (TEFAP) which typically serves 800 to 1,000 families from our facility each month. Local grocery stores, restaurants, businesses, and other non-profits donate large quantities of fresh and frozen food (meat, produce, pastry, bread and canned food items). These items are picked up by our own Box Truck during weekly routes around town. Aside from deliveries to the building, Crosslines also delivers many pounds of food each month to local organizations who depend on our capacity to share the resources we're able to bring to their programs. The dock is a crucial feature of the new facility. It ensures ease of transfer from semi- and large-truck deliveries, reduces wear and tear on equipment, and increases the safety for staff and volunteers who load and unload deliveries.

Casework
The difference between the original casework estimate and the new figure is considerably increased due to adjustments in the scope of work to ensure Crosslines has ample resources to grow programs within the building.

The Roof
At the time of the original estimate, we believed the roof would not require any work to support the transition of Crosslines into the facility. After careful consideration and inspection of the roof by multiple experts, it has been decided that the best course of action would be a sealant for the entire roof. The product comes with a 12 year warranty which is an exceptional value for the cost.

Fencing
Crosslines always seeks to be a good steward of resources and is working to salvage as much of the existing fencing as possible. We recognize there are some areas of the property which will require additional fencing to ensure the security of the facility through repair or replacement of fence and gates. Adequate fencing and gates at the property help ensure efficient vehicle ingress and egress from the property, while creating a reduction in delivery truck / passenger car proximity. The safety and security of clients, volunteers, staff and delivery personnel are a high priority for Crosslines.

Crosslines greatly appreciates the grant funding we have already received from the City of Joplin's Community Development Block Grant- Disaster Recovery Fund, and we look forward to discussing additional support which would help Crosslines impact the community as we continue to provide vital services and expand programming in the post-disaster recovery era.

Sincerely,





Pam Pratt
President, Board of Directors

Kathy Lewis
Executive Director

Crosslines Ministries

Estimated Budget and Additional Funding Request

10/20/2015

	Updated Estimate	Change from orig. CDBG-DR	Explanation:
Division 1 - General Requirements			Increase of $1,000 for Permit/Lisc. Fees. Increase of $3,500 for Equipment Rental due to length of time and increased quantity of equipment being used at the site by multiple contractors.
General Conditions	6,000.00		
Mobilization , On & Off	1,000.00		
Permits, Lisc. Fees	2,500.00		
Temp Utilities	1,500.00		
Equipment Rental	5,000.00		
Sub Total	16,000.00	4,500.00	
Divisions 2 - Site Work			Increase of $9,000 to bury electrical service to the building for safety and aesthetics. Monument sign not previously included in the budget will cost $1,500 to complete. Site work for fencing will run $40,000. Necessary for installation of dock at facility; this includes salvaging as much fencing as possible for security of the property.
Site Demolition	7,000.00		
General Building Demolition	3,000.00		
Excavation, Fill and Grading	5,000.00		
Site Utilities	9,000.00		
Signage	1,500.00		
Asphalt Paving	25,000.00		
General Site Work, Dock and Paving	38,000.00		
Misc. Site Improvements	3,000.00		
Irrigation, Sprinkler Head Systems	2,500.00		
Landscaping	2,500.00		
Fencing	40,000.00		
Sub Total	136,500.00	80,500.00	
Division 3 - Concrete			Acid Stain 1000 square feet In lobby ($3,500), acid etch logo ($1,000), and seal 8405 square feet prepped by volunteers ($6,300)
Slab Finishes	10,800.00		
Sub Total	10,800.00	-9,200	
Division 4 - Masonry			The exterior upgrades to the building rely heavily on the brick masonry at a cost of $13,000.
Brick Masonry	15,000.00		
Exterior Paint - materials			
Exterior Stonework - materials only			
Exterior Stonework - labor only			
Sub Total	15,000.00	13,000.00	
Division 5 - Metals			
Decking and Siding	12,500.00		
Sub Total	12,500.00	0	

Division 6 - Carpentry			Interior demolition was not included in the original estimate of the carpentry; the work cost $11,000. An additional $15,000 is required to complete the final exterior woodwork which has great impact on the aesthetics of the facility.
Demolition (TH awarded)	11,000.00		
Rough Carpentry	27,000.00		
Misc. Framing and Materials	7,500.00		
Sheathing	3,750.00		
Finish Carpentry	7,000.00		
Rough Hardware	2,000.00		
Exterior Woodwork	15,000.00		
Sub Total	73,250.00	35,500.00	
Division 7 - Thermal and Moisture Protection			For efficiency in utilities, an additional $2,500 is necessary for Batt Insulation above the ceiling grid and tile system. When Crosslines purchased the building, we believed the roof would not need to be replaced. At this time, a sealant with a 12-year warranty is the best option to protect the investment and property. The cost is $40,000.
Thermal & Sound Insulation	8,000.00		
Caulking and Sealants	2,000.00		
Roofing	34,000.00		
Sub Total	44,000.00	36,500.00	
Division 8 - Doors Windows and Glass			Glass and glazing increased significantly due to General Contractors bidding the project-- no sub-contractor would bid on the project due to the amount of required paperwork and small size of project.
Hollow Metal Doors and Frames	5,000.00		
Finishing and Hardware	5,000.00		
Glass and Glazing	35,000.00		
Sub Total	45,000.00	30,600.00	
Division 9 - Finishes			Approximately 600 square feet of carpet at $2 ea = $1200. This is a decrease in the estimate for this section.
Gypsum Wall Board, Studding and Furring	14,000.00		
Carpet in Conference Room	1,200.00		
Painting and Wall Covering	11,000.00		
Ceiling Grid and Tile Only	24,000.00		
Sub Total	50,200.00	7,700.00	
Division 10 - Specialties			The budget item for Miscellaneous Building Specialties will be an increase of $12,500; this includes many incidental items like interior signage and door signs, fire extinguishers, some cabinets, etc.
Partitions Toilet Accessories	6,000.00		
Misc. Building Specialties	10,000.00		
Sub Total	16,000.00	12,500.00	
Division 12 - Furnishings			The investment in Cabinets and Countertops will be significantly more than previously expected. Crosslines will need an additional $28,900 to complete this interior work.
Blinds and Shades	2,000.00		
Cabinets & Laminated Plastic Tops	45,000.00		
Sub Total	47,000.00	33,900.00	
Division 15 - Mechanical			The total increase in the Mechanical includes work on plumbing and the HVAC systems.
Fixtures	6,000.00		
Misc. Plumbing Specialties	27,000.00		
HVAC	65,612.00		
Equipment, Cooling	33,000.00		
Fire Protection Systems	11,500.00		
Sub Total	143,112.00	37,512.00	

Division 16 - Electrical		
Total Electrical Work, Buildings	60,000.00	
Lighting Fixtures, in-place	9,000.00	
Electrical and Signal Devices	2,000.00	
Communication, Intercom, Public Address	8,000.00	
	79,000.00	42,500.00
Estimate Sub-Total	**$688,362**	**$325,512**

The Electrical systems will need additional funding to complete projects for materials and labor for the building's electrical systems and the security system.

General Conditions (includes soft costs)	n/a	
Construction Management Fess	20,000.00	
Design Fees	36,500.00	
Inspection	1,000.00	
Contingency	50,000.00	
Sub Total	107,500.00	-4,210.00

Fewer inspections than anticipated will be required to complete the project; this resulted in an anticipated partial return of funding for this line item. Project increase of almost $300,000, contingency increase reflects the change and duration of the project construction; however, the contingency is actually lower than the 10% recommendation.

COST ESTIMATE TOTAL	**$795,862.00**	**$321,302.00**

ADDITIONAL FUNDING

Crosslines has been seeking funds to off-set the purchase price of the new property and the cost of renovation beyond the CDBD-DR grant. Several of these awards are ear-marked for items not covered by CDBD-DR regulations, moving expenses, food, and other restricted purposes.

New Building Purchase *With four sources of funding, Crosslines has paid for the new property outright.*	
Purchase Price of New Property	**$275,000**
City's Offer on Crosslines Property at 131 S. High	$226,000
Reimbursement grant from Community Foundation of Southwest Missouri- Tornado Grant	$40,000
Jasper County Social Services Grant	$3,000
Funding Gap (Covered by United WA – Tornado Relief Funds) **	$6,000

Renovation, Move-In and Set-up Funding Plan		
Total Building Renovation Costs		**$795,862**
CDBG-DR Grant from City of Joplin	$474,560	Received
Lemons Trust (requested $25,500 – funded operating costs only)	$6,000	Received
Bethany Presbyterian Grant - Move Related Costs Only	$3,000	Received
United Way of Southwest Missouri – Tornado Relief Funds (Technology, office furniture, funding gap ($6,000 mentioned above) and other items not allowed by CDBG-DR federal funding (no bricks and mortar projects). **	$27,000	Received
Jarden Consumer Solutions (requested $5,000 for food and additional $5,000 for building. Partial award $5,000 for food. Additional funding not granted.)	$10,000	Partial-Award
Walmart Foundation - State Giving Program	$39,765	Denied
Mabee Foundation	$100,000	Denied
CW Titus Foundation	$100,000	Denied
Community Foundation of Southwest Missouri – Tornado Relief Funds 2015	$30,000	Pending
Beth Spiva Timmons Trust	$6,000	Pending
Furniture and Fixtures requests to Mercy Hospital, Cardinal Scale and MSSU	Materials	Pending
Jasper County Association for Social Services - 2016 (non-CDBG allowable items)	$5,000	Pending
Floor Scale, Hot Water Heater, etc.	Materials	Donated
Additional CDBG-DR Request to City of Joplin	$321,302	Requested
Capital Campaign • What CAN I Do? Church family based project • Direct Mail Piece to 1,100+ households/businesses • Online Giving Opportunity • Crosslines staff and board visits to churches and organizations • Major individual donors, trusts, and naming opportunities • Letter to churches requesting financial support • Benefit Comedy Event with three other agencies • Progressive Dinner Cap-stone event this winter • Multiple smaller events hosted at churches (Peace Lutheran Car Show, Emmanuel Baptist Webb City 5k Race, etc.)	*Funding Gap & Capital Capacity*	*In progress*

EXHIBIT B

First Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Subrecipient Agreement
Between
The City of Joplin and
Crosslines Churches of the Joplin Area, Inc.

This First Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Recipient Agreement between the City of Joplin and the Crosslines Churches of the Joplin Area, Inc. is made and entered into as of the _____ day of _____, 2015.

RECITALS:

A. The parties desire to amend the Agreement.

B. Section II., first paragraph is amended and restated as follows:

II. PERIOD OF PERFORMANCE

Rehabilitation services of the Subrecipient shall start on the 2nd day of February, 2015 and end on the 1st day of May, 2016.

C. Section IV., first paragraph is amended and restated as follows:

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid to the Recipient under this Agreement shall not exceed: $795,862.00.

The final 5% of this grant, or thirty-nine thousand, seven hundred and ninety-three and No/100 Dollars ($39,793.00), will be withheld from reimbursement until all documentation is received for this activity.

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

City of Joplin, Missouri
A Municipal Corporation

_____
Troy Bolander
Planning, Development and
Neighborhood Services

Crosslines Churches of the Joplin Area, Inc.

_____
Kathy Lewis
Executive Director

COUNCIL BILL NO. 2015-406 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to amend a Subrecipient Agreement with Crosslines Churches of the Joplin Area, Inc. to provide additional funding in the amount not to exceed Three Hundred Twenty-one Thousand, Three Hundred Two Dollars ($321,302.00) for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund, authorizing the Director of Planning, Development and Neighborhood Services to execute said Amendment for the City, and containing an emergency clause.

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

WHEREAS, there was an increase in client demand for public services as a result of the tornado; and

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

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22nd, 2011; and

WHEREAS, the City entered into an Agreement on February 2, 2015, between the City of Joplin and Crosslines Churches of Joplin Area, Inc. in the amount of Four Hundred Seventy-four Thousand Five Hundred Sixty Dollars ($474,560.00) to provide funding for rehabilitation a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund.

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

Section 1. That the City amend the Agreement between the City of Joplin and Crosslines Churches of the Joplin Area, Inc. for additional funding not to exceed a total Three hundred twenty-one thousand three hundred two dollars ($321,302.00) and to extend the completion date to May 1, 2016 for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant – Disaster Recovery fund.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2015, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 16, 2015

ITEM: COUNCIL BILL NO. 2015-463

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: MATERNAL CHILD HEALTH SERVICES PROGRAM SERVICES CONTRACT; COUNCIL BILL

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

INTRODUCTION:

This Council Bill approves a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

DISCUSSION:

This contract is for second year funding of a three year agreement for an outcome-based contracting method that targets appropriations to issues of local concern that impact maternal and child health. Local health status indicators are examined and problem areas are prioritized for development of strategies to improve health. The primary focus area for this three year program cycle is preventing and reducing obesity among children, adolescents and women. Funding also assists in providing the childhood immunization program.

The City will be working with other members of the local Community Health Collaborative to address these issues, primarily through activities associated with the local Livesmart initiative. Goals of the initiative are to increase the percentage of local residents receiving the recommended daily levels of exercise and fruit/vegetable intake.

The contract term is for a period of October 1, 2015 through September 30, 2016 and the second year funding is $32,427.53. No city matching funds are required and funds for this contract are budgeted.

RECOMMENDATION:

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

COUNCIL BILL NO. 2015-463 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, 2015 and running through September 30, 2016, for the amount of up to Thirty Two Thousand, Four Hundred Twenty-Seven Dollars and Fifty Three Cents ($32,427.53), to enable the Health Department to provide maternal and 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 and return to the state health department.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of November, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
40660	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2014	9/30/2016	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC15380125		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)		DUNS NUMBER
*****0196		010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #01 TO CONTRACT AOC15380125

Contract Title: Maternal Child Health Services

Contract Period: October 1, 2015 through September 30, 2016

1. The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract for the period of October 1, 2015 through September 30, 2016.

2. Delete the Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions in their entirety and replace with the revised Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.

Maternal Child Health Services
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $32,427.53 for the period of October 1, 2015 through September 30, 2016.

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

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

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

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

Program Name:	Maternal Child Health Services
Program Contact:	Martha Smith
Address:	920 Wildwood Dr, Jefferson City, MO 65102
Phone:	573-522-2731
Email:	Martha.Smith@health.mo.gov

2. ELIGIBILITY AND PROPOSAL

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract after completion and approval of a proposal hereinafter referred to as the proposed work plan.

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

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

2.4 The proposed work plan must include the following requirements:

2.4.1 The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract. The guidance is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be for the three-year period of October 1, 2014 through September 30, 2017.

2.4.2 The proposed work plan shall be based on the priority health issue selected by the LPHA, shall utilize the Spectrum of Prevention Model, and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

2.4.3 The work plan component shall be submitted to the MCH Services Program for approval on the program provided template. The template for the MCH Services Contract Work Plan, is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be submitted electronically via e-mail attachment to the assigned MCH Services Program District Nurse Consultant (DNC).

2.4.4 The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the MCH Services Program Manager and Health Program Representative.

2.4.5 Contracts will be awarded following proposed work plan approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the proposed three-year work plan.

3. PURPOSE

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

4. DEFINITIONS

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

5. DELIVERABLES AND OUTCOMES

5.1 The Contractor shall address **one** of the following priority health issues derived from the state's Maternal and Child Health Title V Block Grant priorities. The Contractor's Selected Priority Health Issue is identified in the MCH Services Contract Work Plan hereinafter referred to as the approved work plan, attached hereto as Attachment C and incorporated by reference as if fully set forth herein.

5.1.1 Prevent and reduce obesity among children, adolescents, and women.

5.1.2 Prevent and reduce tobacco use and secondhand smoke exposure among infants, children, adolescents, and women.

5.1.3 Prevent and reduce intentional and/or unintentional injuries among infants, children, adolescents, and women.

5.1.4 Prevent and reduce adverse birth outcomes.

5.2 The Contractor shall work with the local community to maintain, develop, and enhance a system to address the priority health issue identified in the approved work plan.

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

5.4 The Contractor shall demonstrate progressive yearly growth toward the third-year system outcomes specified in the approved work plan.

5.5 The Contractor shall meet the system outcomes by the end of the third contract period.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats specified by the Department. Reports shall be submitted to the MCH Services DNC via e-mail attachment.

6.1.1 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is

incorporated by reference as if fully set forth herein. The Progress Report shall include the following:

a. Progress toward the system outcomes set forth in the approved work plan.

b. Summary of activities demonstrating progress toward system outcomes.

6.1.2 The Contractor shall complete and submit the Year-End Report no later than October 31st in the first and second contract periods. The Year-End Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Year-End Report shall include the following:

a. Progress toward the system outcomes set forth in the approved work plan.

b. Summary of activities demonstrating progress toward system outcomes.

c. Description of challenges/barriers in completing activities.

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

e. Compliance with the contract funding and general contract provisions.

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

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

6.1.3 The Contractor shall complete and submit the Contract Outcome Report at the end of the third contract period. The Contract Outcome Report is located on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Contract Outcome Report shall include the following:

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

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

c. Summary of activities demonstrating progress toward system outcomes.

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

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

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

g. Compliance with the contract funding and general contract provisions.

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

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

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

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

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

7.2 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.3 Indirect costs

7.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs

may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

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

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

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

7.4 The Contractor shall follow competitive procurement practices.

7.5 Funding Provisions

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

7.5.2 Funding for this contract is awarded annually for a one-year funding period only. The two subsequent contract periods will be based on the availability of funds by the Maternal and Child Health Services Title V Block Grant. Funding for the subsequent contract periods will be awarded via a contract renewal and will be restricted to that funding period only.

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

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

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

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

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

7.5.8 A minimum of 30% of the Contractor's efforts should be directed toward children with special health care needs pursuant to Maternal and Child Health Services Title V Block Grant requirements.

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

7.5.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid. For payments under this contract, the Department shall be viewed as the payer of last resort.

8. INVOICING AND PAYMENT

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

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

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

8.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and the Invoicing Tool for Calculating Indirect Form, which are located at http://clphs.health.mo.gov/lphs/lphainfo.php. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2015 should have the following invoice number: MCH1015.

8.2.2 For submission of the Vendor Request for Payment form and Invoicing Tool for Calculating Indirect Form, the Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) when available, located at https://webapp01.dhss.mo.gov/mophirs/Home.aspx and is incorporated by reference as if fully set forth herein.

a. If MOPHIRS is not available, then the invoices shall be submitted via postal mail or fax as follows:

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

Fax:
(573) 751-5350
ATTN: Center for Local Public Health Services
MCH Services Program

8.3 The Contractor shall submit invoices monthly. Invoices shall be due by the fifteenth (15^{th}) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

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

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

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

8.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor

all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

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

8.9 Failure by the Contractor to make a satisfactory effort to meet any contract deliverable may result in withholding one or more contract payments or placing a moratorium on such a contract until the Contractor takes corrective action.

8.10 The Department may pay all or part of any invoice upon receipt of an approved plan of corrective action that outlines steps for meeting contract deliverables, and based upon plan feasibility and/or effectiveness in implementation. The Contractor shall submit such plan within 30 days of notification that a contract deliverable(s) is not met.

8.11 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

8.12 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

9. AMENDMENTS

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

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

9.3 The Contractor may request to amend work plan activities and/or system outcome(s). The proposed amendment request is to be submitted via e-mail to the Contractor's

assigned MCH Services DNC, available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php.

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

9.5 The Contractor's proposed amendment request shall include the following:

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

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

9.6 The MCH Services Program will review, provide technical assistance and consultation, and request any clarification or changes to the proposed amendment request.

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

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

10. RENEWALS

10.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for one (1) additional one-year period. In the event the Department exercises this option, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

11. MONITORING

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

11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation;

additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once a year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to address the selected priority health issue.

11.3.1 The on-site visit will include:

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

b. Verifying the Contractor's progress toward meeting the system outcomes in the approved work plan, and

c. Assessing local capacity to support the MCH Ten Essential Services

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

11.4 The Contractor will be evaluated on the extent of progress toward system outcomes.

11.5 The Department reserves the right to request corrective action if satisfactory effort is not being made each year toward progress on the approved work plan. The Contractor will receive written notification of such corrective action plan requests.

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

12. DOCUMENT RETENTION

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

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

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

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

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

13. CONFIDENTIALITY

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

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

14. LIABILITY

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

14.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any

subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

16. AUTHORIZED PERSONNEL

16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or

regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

17. TERMINATION

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

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

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

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

17.1.4 By request of the Contractor.

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

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

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

17.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

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

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

8. CLEAN AIR ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

1.3 The Contractor shall send a copy of any 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 applicable. 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/asfr/ogapa/aboutog/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 six months of notification by the Department to return such funds.

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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

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

Attachment C

Maternal Child Health Services Contract

City of Joplin Health Department, Joplin, Missouri

Administrator: Dan Pekarek

Cynthia L. Burnham, 417-623-6122, ext. 254

cburnham@joplinmo.org

April 15, 2014

Accepted and Approved: May 29, 2014

Melissa Egan RN, BSN

LPHA Contractor: City of Joplin Health Department

Selected Priority Health Issue: Prevent and reduce obesity among children, adolescents, and women.

Statement of the Problem: One out of four residents in Jasper/Newton County participate in no leisure time activity, compared to one out of three statewide. 91% of residents ate fruits and vegetables less than five times per day. In part because of these unhealthy behaviors, almost two thirds of adult Missourians are overweight or obese. "Failing to maintain a healthy weight can have serious health consequences that impact pregnancy outcomes, early childhood development, and the prevalence of acute and chronic conditions that compromise the quality and length of life". (http://health.mo.gov/living/healthcondiseases/obesity/index.php). Over the last 34 years, childhood obesity rates have more than tripled nationally. Being overweight or obese is a contributing factor in many chronic diseases including diabetes, heart disease, and hypertension. In fact, the American Medical Association now considers obesity to be a medical diagnosis. A healthy weight, active lifestyle, and a balanced diet can directly impact and lower many risk factors related to chronic diseases. The Joplin City Health Department is an active member of the Community Health Collaborative LiveSmart project. The LiveSmart Project goals are to improve chronic disease rates impacted by unhealthy behaviors in the two county area including Joplin. The initiative seeks to improve diet of area residents by encouraging them to Eat Right (5 fruits and vegetables daily) and Move More (exercise a minimum of 30 minutes a day, 5 times a week). The program involves a community-wide concept that incorporates school, work and church based events.

Source: County Level Study 2007-2011 Comparison - Health & Preventive Practices
http://health.mo.gov/data/mica/County_Level_Study_12/headera.php?cnty=929&profile_type=5&chkBox=C.

Goal(s):

1. Improve physical activity environment to increase opportunities for exercise.
2. Improve food and beverage environment to increase availability of healthy lifestyle choices.
3. Improve the messaging environment to promote a healthy lifestyle.

Strategies:

1. Increase access to outdoor and other recreational facilities.
2. Improve access to healthier choices in food venues.
3. Improve community messaging to promote healthy food consumption.

Instructions: Develop a three-year work plan for actions in each level of the Spectrum of Prevention for each contract period year that progress toward the planned System Outcomes, giving consideration to the Life Course Framework and issues in Risk and Protective Factors (see MCH Services Contract Proposal Guidance).

Spectrum of Prevention	Activities	System Outcomes by Sept. 30, 2017
Influence Policy and Legislation *Develop strategies to change laws and policies to influence outcomes in health, education, and justice*	**FFY 2015:** Advocate for policies to allow breastfeeding in public venues.	Joplin community leaders will have current information on best practices to promote and implement policy to support access to public breastfeeding, recreation facilities, and healthy food options within Joplin as evidenced by meeting minutes, log of materials dispersed.
	FFY 2016: Advocate for policies that promote multi-modal transportation (walking, bicycling, etc.) in the community to increase healthy behaviors.	
	FFY 2017: Promote food policy councils as a way to improve food environment at state and local levels.	
Change Organizational Practices *Adopt regulations and norms to improve health and safety and creating new models*	**FFY 2015:** The City of Joplin Health Department will assist the Joplin Area Food Network (JFAN) in completing a community food equity assessment.	We will increase awareness of food equity, food access, and local resources as evidenced by JFAN meeting minutes.
	FFY 2016: The City of Joplin Health Department will assist JFAN in evaluating public and organizational policies that impact food access.	
	FFY 2017: The City of Joplin Health Department will assist JFAN in developing a resource guide for those wanting to start community gardens and/or Farmer's Markets.	

Foster Coalitions and Networks *Bring together groups and individuals for broader goals and greater impact*	**FFY 2015:** Will work to expand participation in the Joplin, Jasper, and Newton Counties Community Health Collaborative by inviting additional groups, coalitions, agencies or individuals with shared interests or knowledge in healthy behavior priority areas.	There will be an increase in participation of the Community Health Collaborative group and the Joplin Food Access Network as evidenced by meeting sign-in sheets and website log-ins.
	FFY 2016: Support and promote the local JFAN to help improve food access and equity for local residents.	
	FFY 2017: The City of Joplin will continue to engage individual citizens, professionals, and community-based organizations to focus on the health, nutrition, and physical activity levels of children in the county through the LiveSmart website.	
Educate Providers *Inform influential organizations and leaders to transmit skills and knowledge to others*	**FFY 2015:** The Joplin City Health Department will assist in developing a PowerPoint presentation promoting the LiveSmart message to "Eat Right and Move More" to be used by Coalition members.	Increase the use of educational materials by early childhood programs with parents and children as evidenced by materials and presentation records.
	FFY 2016: Advocate and promote the LiveSmart message within the City of Joplin Parent's as Teachers programs in order to reach the preschool population.	
	FFY 2017: Advocate and promote the LiveSmart message to Head Start programs within the City of Joplin.	
Promote Community Education *Reach groups of people with information and resources to promote health and safety*	**FFY 2015:** The City of Joplin Health Department will assist in developing a PowerPoint presentation regarding the Community Assessment and how it can be utilized as a tool by community leaders to effect changes and promote healthy lifestyles.	Increase media messages and educational materials for promoting the LiveSmart message and healthy lifestyles efforts as evidenced by PowerPoint presentation and media campaign log.
	FFY 2016: The City of Joplin Health Department will participate in a TV campaign at Missouri Southern State University to promote the LiveSmart message.	
	FFY 2017: The LiveSmart website will be updated frequently with current event news regarding community health status.	
Strengthen Individual Knowledge and Skills	**FFY 2015:** The City of Joplin Health Department will assist the city WIC program in advocating and promoting breastfeeding by participating in the Breastfeeding Coalition and disseminating a resource directory of local lactation support services available to new mothers. Will also post resource directory on the LiveSmart website.	Utilization of the LiveSmart website will increase as evidenced by the number of hits to the website.

Enhance an individual's capability for health and safety	**FFY 2016:** The City of Joplin Health Department will participate in local booster events that will provide education and promotion of healthy lifestyles in the community.	
	FFY 2017: The LiveSmart website will be updated frequently by The City of Joplin Health Department with current information regarding individual health including local activity options and healthy recipes.	

Revision Date:

(to be completed only for an amendment)

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements:	
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 (12-14)

Joplin City Health Department

Contact Name: Dan Pekarek Contact Number: 417-623-6122 Email: dpekarek@joplinmo.org

FFY2016 Maternal Child Health Services Contract Budget

Section A

Total Allowed Contract Amount (see comment)	32,427.53
Personnel Services	21,596.72
Fringe Benefits	7,882.85
Travel	0.00
Equipment (see comment)	0.00
Supplies	0.00
Other	0.00
Contractual	0.00
Total Direct Costs	29,479.57
Indirect (Administrative Cost)	2,947.96
MCH Contract Total	32,427.53
Surplus/Deficit	0.00

Section B

Total Budgeted Costs	32,427.53
Total Budgeted Equipment Costs	0.00

Equipment is defined as any single item purchased with a useful life greater than one year with a purchase cost of $5000 or more

Under Modified Total Direct Cost (MTDC), all equipment purchases ($5000 or more) are required to be removed from the calculation of Indirect (Administrative) Costs.

Subcontractor Budgets		**Unallowed Cost for Indirect Computation**
Subcontractor #1	0.00	0.00
Subcontractor #2	0.00	0.00
Subcontractor #3	0.00	0.00
Subcontractor #4	0.00	0.00
Total Contractual	0.00	

Section C

10% MTDC Indirect (Administrative) Cost

Allowed Cost for the Calculation of Indirect (Administrative) Costs	32,427.53
Allowed Rate for MCH	10%
Maximum Allowed Indirect (Administrative Costs) for MCH	2,947.96

*The contractor may choose to take less than the allowed MTDC indirect (10%). If taking less than 10% MTDC for indirect please enter the percent into cell G37.

1. Business Associate Provisions

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Obligations and Activities of the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

disability code) and whether the incident involved Unsecured Protected Health Information; and

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

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

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

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

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

1.4 Obligations of the State Agency:

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

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

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

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

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

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

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

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	40660	**State:** 0%	$0.00	**Federal:** 100%	$65,150.21
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2014	**Contract End:**	9/30/2016	**Amend#:** 01	**Contract #:** AOC15380125
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:	1 B04MC26677-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2014	**DHSS #:**	14MCH2	**Federal Obligation:**	$26,633.13

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:	1B04MC28109-01, 6B04MC28109-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2015	**DHSS #:**	15MCH	**Federal Obligation:**	$38,517.08

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

Project Description:

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

Airport Name:	Joplin Regional Airport
Project No.:	AIP 3-29-0037-036
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport.

WHEREAS, while the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) " SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) “TEA-21” means the federal Transportation Equity Act for the 21st Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor’s activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought

against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, 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, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and

reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information

about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): 0.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be a lump sum of **$32,548.72** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base

wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon

suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2015 (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) <u>DECISIONS UNDER THIS AGREEMENT AND DISPUTES</u>:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The

determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or

omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state

and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or FAA, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

(G) Sanctions for Noncompliance: In the event the Consultant fails to

comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or FAA may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor

or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason

of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this

Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam		
SPONSOR'S NAME	City of Joplin		
SPONSOR'S ADDRESS	602 South Main Street, 4th Floor Joplin, MO 64801		
PHONE	417-623-0262	FAX	
E-MAIL ADDRESS	sstockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Dan Meckes, President & CEO		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 Saint Louis, MO		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	dmeckes@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or

unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current FAA policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

Sponsor: City of Joplin	Consultant: Crawford, Murphy & Tilly, Inc.
By: _____ Signature	By: _____ Signature
Title: Mayor	Title: Senior Vice President
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: Sr Vice President

EXHIBIT I

PROJECT DESCRIPTION

1. Provide professional services for the competition of a new, impose and use Passenger Facility Charge (PFC) application for the Joplin Regional Airport (JLN).

EXHIBIT II

SCOPE OF SERVICES

Background

The Joplin Regional Airport (JLN) will complete a Passenger Facility Charge (PFC) Application under this scope of services. The Airport is currently nearing its authority to continue collecting a Passenger Facility Charge, an updated PFC application will include multiple new projects identified in the Master Plan Update to maintain or enhance safety, security, or capacity at the Airport.

TASK 1.0 - PROJECT FORMULATION

PRODUCT: Development of project work scope and cost estimate

Task 1.1 - Project Scope Preparation
A scope of services will be prepared describing each item of work required for completion of the Impose and use PFC application. Each task within the scope of services will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will also be prepared for direct expenses such as travel, subsistence, materials, printing and any other necessary cost related to the project. Coordination of the work scope will be conducted with the Sponsor.

TASK 2.0 - PASSENER FACILITY CHARGE APPLICATION

PRODUCT: A new impose and use PFC Application

Task 2.1 - Prepare Draft PFC Application
The following items will be completed as part of the draft PFC Application:

- Complete FAA Form 5500-1, including proposed effective date, expiration date and charge level for the PFC
- Prepare Attachment: Airport Capital Improvement Plan
- Prepare Attachment: Project Information sheets - Project information for each project in the PFC to include: project application type, project title, project description, project justification, project objective, implementation and completion dates, impose/use status, carriers certifying agreement/disagreement, financing plan, and back-up financing plan. The project description, justification, and financial plan should provide sufficient detail that a person, not familiar with the airport, will be able to understand the project.
- Prepare Attachment: Air Carrier Consultation Information - This is further defined in Task 1.3.
- Prepare Attachment: Request to Exclude Class(es) of Carriers, if applicable
- Prepare Attachment: Alternative Uses/Projects, if applicable
- Prepare Attachment: Airport Layout Plan (ALP), Airspace, and Environmental Findings
- PFC Assurances

The Airport's master plan and most current ACIP will be used as a basis for eligible projects and project related information including cost.

Task 2.2 - Air Carrier Consultation
One (1) meeting with the airport sponsor will be conducted to determine which air carriers require notification. This will be determined by referencing the most recent FAA ACAIS Database sheet. The database spreadsheet will be supplied by the Sponsor to the Consultant.

This task will determine which air carriers enplaned (or will enplane) over 1% of passengers at the JLN.

Prepare a written notice to air carriers. The notice will include:

- Description of projects being considered for funding by PFC's
- The PFC charge level, the proposed charge effective date, the estimated charge expiration date, and the estimated total PFC revenue
- Carrier classes not required to collect PFC, if applicable
- The date and location of a meeting at which the Sponsor will present proposed projects to the air carriers operating at the Airport.

The Sponsor will be responsible for obtaining the mailing addresses and the actual mailing of the consultation notices to the air carriers.

Up to two Consultant personnel will attend the air carrier consultation meeting to assist in answering questions about the PFC application. Preparation of exhibits and handouts necessary for the meeting will also be prepared by the Consultant. A summary of the air carrier consultation meeting will be prepared by the Consultant. The summary of the meeting will include the following:

- List of carriers notified
- List of carriers acknowledging receipt of notice
- List of carriers which provide certification of agreement or disagreement with the application
- A summary of substantive comments regarding the proposed projects and the Airport's reasoning for proceeding

Task 2.3 - Prepare and Publish Public Notice
Prepare and publish a notice that provides opportunity for the public to comment on the proposed PFC application, as required under new 14 CFR 158.24. This notice will include the following items:

- Description of the projects the public agency is considering for PFC funding
- A brief justification for each project
- PFC level for each project
- The estimated total PFC revenue for each project
- The proposed charge effective date for the application
- The estimated charge expiration date for the application

- The estimated total PFC revenue that will be collected for the application
- The name of an contact information for the person at JLN to whom comments should be sent

It is proposed that the public notice will be published in a local newspaper of general circulation, and will be posted as a link on JLN's website, for a period of 30 days from the date of publication. The Sponsor will be responsible for publishing the notice in a local newspaper and posting the notice as a web link.

Task 2.4 - Prepare and Submit Final Draft PFC Application

Following the air carrier consultation process, the Final PFC Application will be submitted (on electronic media) to the FAA for review. The Final Application will consist of the Draft Application components, previously outlined in this scope of work. The Final Application will include revisions based on review comments by the FAA, and will consider comments brought forth from the Air Carrier Consultation process. A summary sheet of the revisions will be provided with the Final Application.

Task 2.5 - Prepare Airline Notification Letter

After receiving notice of FAA's approval for the PFC application, the Consultant will prepare written notification to the air carriers operating at the Airport. This written notification will contain the following information:

- The level of PFC to be imposed
- The total revenue to be collected
- The charge effective date
- The estimated charge expiration date
- A copy of the FAA Record of Decision (ROD)
- The address where remittances and reports are to be filed by carriers and any other information required for remittance

After the content of the Airline Notification Letter is reviewed and approved by FAA, it will be provided to the Sponsor. The Sponsor will be responsible for obtaining the mailing addresses and the actual mailing of the notification letters to the air carriers.

Task 2.6 - Airspace and Environmental Coordination

FAA policy indicates projects identified on a PFC application must receive appropriate airspace and environmental clearance prior to FAA's approval of the PFC application. This task will consist of the preparation and submittals of Airspace Analysis (FAA Form 7460-1 and ALP) for projects included in the PFC Application, where applicable. The Airport is embarking upon an Environmental Assessment for many proposed improvements. It is anticipated that the projects included in the PFC application will also be included in the EA document for clearance. As such, no separate NEPA clearance is included in this project scope. This task item assumes projects identified for inclusion into the PFC application will be depicted on a single-sheet ALP Update (if needed). If additional airspace and environmental documentation is required, a change in scope and associated cost may be requested by the Consultant.

Task 2.7 - FAA Reviews and Project Coordination

One (1) on-site meeting with the Sponsor is provided for in this Scope of Services, if required. In addition to the coordination taking place in Task 1.1, the Consultant will be coordinating with the FAA for the following milestones:

- Project scope review
- Public Notice and Air Carrier Consultation letter/data package review
- Draft Application review
- Final Draft Application review which will involve a completeness review, response to airline comments, and any other comments received during Federal Register circulation
- Airline Notification Letter review

TASK 3.0 - PROJECT MANAGEMENT

Task 3.1 - Project Administration/ Coordination

Necessary for the success of any project is the myriad of functions related to project administration that is not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, etc. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards
Revision 01/01/11

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K Change 1	Obstruction Marking and Lighting
150/5050-8	Environmental Management Systems for Airport Sponsor's
150/5070-6B Change 1	Airport Master Plans
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-6	Exclusive Rights at Federally-Obligated Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5220-10D	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles

150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid and Preconstruction Conferences for Airport Grant Projects
150/5300-13 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities

150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)
150/5345-53C & Addendum	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics

150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 – Engineer’s Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
FAA	1040 – Preconstruction Conference
FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address: http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

10. Guidance for assembling bid package to meet Sponsor’s bid letting requirements.

11. Designate contact person (see paragraph 22-A).

12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
NEW IMPOSE AND USE PASSENGER FACILITY CHARGE (PFC) APPLICATION
October 28, 2015

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR (2015 rates)	COST ($)
Principal	0	$73.59	$0.00
Sr. Project Manager	48	58.29	2,797.92
Project Manager	0	45.33	0.00
Senior Engineer	0	35.34	0.00
Engineer	0	27.96	0.00
Senior Planner	64	35.08	2,245.12
Planner	112	22.21	2,487.52
Registered Land Surveyor	0	40.50	0.00
Senior Technician	80	34.51	2,760.80
Technician	0	26.08	0.00
Clerk/Secretary	0	20.51	0.00
	304		

Total Direct Salary Costs = $10,291.36

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 162.45 % = $16,718.31

3 SUBTOTAL:

Items 1 and 2 = $27,009.67

4 PROFIT:

15 % of Item 3 Subtotal = $4,051.45 Lump Sum

Subtotal $31,061.13

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1354	Miles @	$0.57	/ Mile =	$771.78
b. Meals	2	Days @	$32.00	/ Day =	$64.00
c. Motel	2	Nights @	$83.00	/ Night =	$166.00
d. Printing and Shipping				=	$485.81

Total Out-of-Pocket Expenses = $1,487.59 Not to Exceed

6 SUBCONTRACT COSTS:

a.	=	$0.00
b.	=	$0.00
c.	=	$0.00
d.	=	$0.00
	=	$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $32,548.72 Not to Exceed

Exhibit V-1

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

SPECIAL SERVICES
NEW IMPOSE & USE PASSENGER FACILITY CHARGE (PFC) APPLICATION
October 28, 2015

Classification: Gross Hourly Rate:		Principal $222.11	Sr. Project Manager $175.93	Project Manager $136.81	Senior Engineer $106.66	Engineer $84.39	Senior Planner $105.88	Planner $67.03	Registered Land Surveyor $122.24	GIS / Senior Technician $104.16	Technician $78.71	Clerk/ Secretary $61.90	Other Costs
1. Project Formulation													
1.1 Project Scope Preperation			4				8	8					
2. Passenger Facility Charge Application													
2.1 Prepare Draft PFC Application			8				8	16		8			
2.2 Air Carrier Consultation			12				8	16		16			
2.3 Prepare and Publish Public Notice			4				4	8		12			
2.4 Prepare and Submit Final Draft PFC Application			4				8	16		16			
2.5 Prepare Airline Notification Letter			4				8	8		4			
2.6 Airspace and Environemental Coordination			4				8	8		8			
2.7 FAA Reviews and Project Coordination			4				8	16		8			
3. Project Management													
3.1 Project Administration/ Coordination			4				4	16		8			
Total hours =	304	0	48	0	0	0	64	112	0	80	0	0	(1,2,3,4,5)
Total =	$31,061.13	$0.00	$8,444.61	$0.00	$0.00	$0.00	$6,776.17	$7,507.77	$0.00	$8,332.58	$0.00	$0.00	

GRAND TOTAL = $31,061.13

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

PFC Process Schedule- Streamlined Model

Project Formulation	October 30, 2015
Draft Application Preparation	December 14, 2015
Send Consultation Notification Letter	December 21, 2015
Publication of Public Notice (30-45 days)	December 28, 2015
Consultation Meeting	January 28, 2016
Submit Final Draft Application to FAA	March 1, 2016
FAA Review Period (30 days)	March 1-31, 2016
Send Airline Notification Letter	April 1, 2016
Begin PFC Collection (60 days)	June 1, 2016

COUNCIL BILL NO. 2015-626 ORDINANCE NO.

AN ORDINANCE Authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works 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 public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 16, 2015

Item: COUNCIL BILL NO. 2015-626
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: AN ORDINANCE authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport on an emergency basis.

Summary: On April 1 2003 the Joplin Regional Airport began collecting a Passenger Facility Charge (PFC) on all out going commercial passenger. The Passenger Facility Charge (PFC) Program allows the collection of PFC fees up to $4.50 for every enplaned passenger at commercial airports controlled by public agencies. PFCs are capped at $4.50 per flight segment with a maximum of two PFCs charged on a one-way trip or four PFCs on a round trip, for a maximum of $18 total. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition.

Discussion: The current PFC program for the Airport expires July 1, 2016. The application and approval process involves an extensive application to vet the projects through FAA approval. The PFC Application program was listed under the scope of work for the selection of the Airport Engineer. CMT has prepared a "Lump Sum" agreement of $32,548.72 for the program.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and CMT for the construction observation services for an Aviation Project Consultant Agreement for a new Passenger Facility Charge (PFC) Application at the Joplin Regional Airport on an emergency basis to meet the application/expiration timeline.

COUNCIL BILL NO. 2015-627 ORDINANCE NO.

AN ORDINANCE approving a change order in the amount of Twenty Nine Thousand Seven Hundred and 00/100 Dollars ($29,700.00) with Crossland Construction Company, Inc. for the installation of sewer main extension lines at Joe Becker Stadium; authorizing the City Manager to execute the change order on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

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

Section 1. That the change order attached hereto as Exhibit A, in the amount of Twenty Nine Thousand Seven Hundred and 00/100 Dollars ($29,700.00) with Crossland Construction Company, Inc. for the installation of sewer main extension lines at Joe Becker Stadium, be and the same is hereby, approved.

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

Section 3. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by the total amount of Twenty-Nine Thousand Seven Hundred Dollars and No Cents ($29,700.00.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares that this Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this change order is a public improvement for the installation of sewer main extension lines at Joe Becker Stadium.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 16, 2015
ITEM: Council Bill No. 2014-627 approving a change order for Joe Becker Stadium Project

ORIGINATING DEPARTMENT: Parks and Recreation
ATTACHMENTS: Council Bill No. 2014-627; Attachment A; Attachment B

DEPARTMENT HEAD:	Scott Garrie
CITY MANAGER:	Sam Anselm
FINANCE:	Leslie Haase
LEGAL:	Peter Edwards

INTRODUCTION:
Council Bill No.2014-627 approves a change order between Crossland Construction Company, Inc., and the City of Joplin, MO for the installation of sewer lines at Joe Becker Stadium in the amount of $29,700, paid for out of the Sewer Fund, account # 415-4542-540-8625.

DISCUSSION: The sanitary sewer mains were not included in the original budget for Crossland Construction for Joe Becker Stadium, and it was initially identified to be work performed by the city with city resources. As indicated in Attachment A, the line item identifies the work was to be performed by the City; however, Crossland Construction was informed that the city didn't have the man power to perform this work. Crossland Construction hired Etchenson Construction to install the sewer mains. The City Attorney has vetted the issue and all seem to concur that this is work that was supposed to be done by the City that ended up being completed by Crossland because the city did not have the manpower.

RECOMMENDATION:
Based on the recommendation of the City Attorney, it is recommended Council Bill 2014-627 be passed on an Emergency basis in that this Ordinance, dealing generally 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, shall be in full force and effect immediately from and after its adoption and approval.

Attachments

Project:	Joe Becker Stadium Remodel		REVISION 003	
Bid Date:			8/27/2014	
Architect:	Corner Greer & Associates		3000 seats	
SF:	15,000		$ 4,973,554	
Div	Description		Base Bid	Sub/Supplier
1000	General Conditions		$ 200,000	budget
1	Testing		$ 10,000	budget
015000	Temp Fence		$ 5,000	budget
01	Staking		$ 3,000	budget
01	Photos		$ 1,000	budget
	Crosslines Remodel (8000 sf)		$ 114,000	work by city forces
02	Demo Existing bleachers, concrete and building		$ 25,000	budget
31	Construction Entrances		$ 60,000	budget
31	Erosion Control		$ -	"
311010	Site Preparation outside fields		$ -	"
312010	Earthwork outside fields - 3000 cy out and in at $20		$ -	"
31	Topsoil Replace		$ -	"
32	Base at Asphalt		$ -	BY CITY
321216	Asphalt Paving		$ -	BY CITY
32	Pavement Markings		$ -	BY CITY
323116	Welded Wire Fences and Gates		$ -	nic
32	Outfield Fence - 760 lf @ $45		$ 34,200	budget
323119	Decorative Metal Fences and Gates - 800 lf @ $90		$ 72,000	budget
	Fence Footings		$ -	"
116810	Field Netting		$ 20,000	budget
	Import Topsoil		$ 20,000	budget
329200	Turf and Grasses		$ -	"
329300	Plants		$ -	"
32	Irrigation Sleeves		$ -	"
328410	Irrigation		$ -	"
321373	Sidewalks		$ 126,000	budget
32	Entry Plaza concrete - 4500 sf allowance		$ -	"
321373	Curb & Gutter		$ -	BY CITY
033000	Cast-In-Place Concrete		$ 240,000	budget
032000	Concrete Reinforcement		$ 24,000	budget
032000	CMU Reinforcement		$ 20,000	budget
042000	Unit Masonry - 18,400 sf @ $14		$ 258,000	budget
04	Masonry Fence Columns		$ 36,000	budget
	Cast Stone		$ -	"
051200	Structural Steel		$ 120,000	budget
052100	Steel Joist Framing		$ -	"
053100	Steel Deck		$ -	"
055213	Steel Railings		$ -	"
05	Steel Erection		$ 48,000	budget
61000	Rough Carpentry		$ 12,000	budget
62000	Finish Carpentry		$ 12,000	budget
064020	Interior Architectural Woodwork		$ 56,000	budget
064020	Solid Surface		$ -	"
06	Cabinet Install		$ -	"
06	Stainless Steel countertops		$ -	"
071800	Water Repellants		$ 15,000	budget
071400	Fluid Applied Waterproofing		$ -	"
071713	Below Grade Waterproofing		$ -	"
079005	Joint Sealants		$ -	"
075400	Standing Seam Roofs		$ 80,000	budget
076200	Sheet Metal Flashing and Trim		$ -	"
	Metal Wall Panel		$ -	"
07	Siding at Suites		$ 17,000	budget
085113	Aluminum Windows		$ 10,000	budget
108090	Ticket Window Assembly		$ 8,000	budget
081113	Hollow Metal Doors And Frames		$ 42,000	budget

087100	Door Hardware	$ -	"""
083070	Access Panels	$ -	"""
083313	Coiling Counter Doors - 7 ea	$ 28,000	budget
083620	Full View Aluminum Overhead Doors - 6 ea	$ 18,000	budget
092116	Gypsum Board Assemblies	$ 60,000	budget
095100	Acoustical Ceiling	$ -	NIC
099000	Painting and Coating	$ 40,000	budget
099640	High Performance Coatings	$ -	"""
09	Sealed Concrete Floor	$ 4,000	budget
096790	Resilient Base & Acc.	$ 4,000	budget
09	Carpet Tile in suites	$ 5,100	budget
096700	Resinous Flooring	$ -	NIC
101000	Visual Display Boards	$ 500	budget
102114	Toilet Compartments	$ 57,000	budget
102800	Toilet Accessories	$ 9,500	budget
101400	Signage	$ 2,000	budget
104400	Fire Protection Specialties	$ 1,000	budget
106050	Wire Mesh Partitions	$ -	NIC
107500	Flagpoles	$ 3,000	budget
10	Flagpole Install	$ -	"""
11	Foodservice Equipment	$ 100,000	budget
131250	Permanent Grandstands	$ 1,100,000	Hanson budget
13	Fixed Seating	$ -	"""
13	Grandstand Footings	$ 10,000	budget
13	Shade Structure	$ -	NIC
142100	Elevator	$ 53,000	Thyssen budget
211000	Fire Supression	$ 30,000	budget
33	Fire Line	$ 50,000	budget
33	Domestic Water Line	$ -	"""
33	Domestic Water Meter	$ -	BY CITY
33	Irrigation Meter	$ -	BY CITY
33	Sanitary Sewer Mains	$ -	BY CITY
33	Sanitary Sewer Yard Lines	$ 20,000	budget
220000	Plumbing to 5' out	$ 190,000	budget
230500	HVAC	$ 96,000	budget
265668	Exterior Athletic Lighting	$ 300,000	Musco budget
26	Concrete Bases for Athletic Lighting	$ -	"""
260000	Electrical	$ 180,000	budget
26	Generator ??? Size??	$ 30,000	budget
283111	Fire-Alarm System ???	$ 8,500	budget
26	Assisted Listening	$ 2,000	budget
274100	Public Address System / AV	$ 10,000	budget
	Contingency	$ 204,990	5.000%
	AE Fees	$ 214,000	SET
	Civil Fees	$ 45,200	SET
	Purchase of Crosslines	$ 226,000	SET
	Subtotal	$ 4,789,990	Sub-Total
	Design Build FEE	$ 119,750	2.50%
	State Tax exempt	$ -	
	Insurance	$ 30,440	0.62%
	Building Permit	$ -	BY CITY
	Bond	$ 33,374	0.68%
	GRAND TOTAL	$ 4,973,554	GRAND TOTAL
		$ 331.57	Cost / S.F.
Bid Tab	Company	Base Bid	Days

CROSSLAND
CONSTRUCTION COMPANY, INC.

Potential Change Orders

Detailed, Grouped by Each Number

Joe Becker Stadium
1301 E. 3rd Street
Joplin, MO 64801

Project # 14MO16TJFC
Tel: 918-855-2138 Fax: dball@crosslandconstruction.com

Crossland Construction Company

PCO #: 004 | **3/12/2015** | **Install main sewer** | **For Approval**

Category	Reason	Reference	COR Number	PCCO Number
Design Change/Owner	Civil			

Notes	Task Name	Revenue Code

Summary:

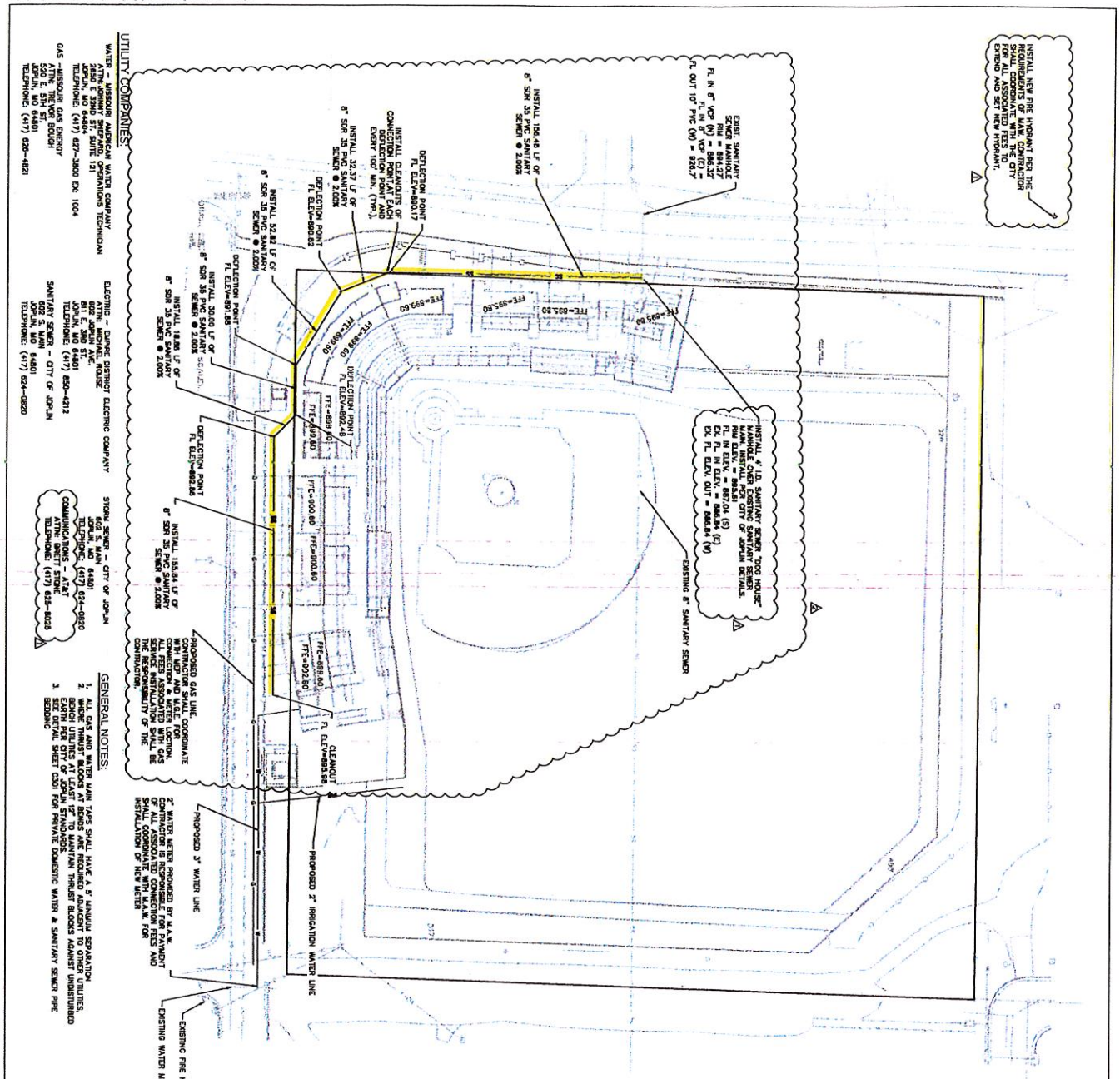
Requested Days:	Approved Days:		Proposed	Approved	Applied
0	0	Budget:	29,700	0	29,700

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Proposed	Approved	Applied
001 - -	2/18/2015		Budget:	27,000	0	27,000
Sanitary Sewer Main						
002 - -	2/18/2015		Budget:	2,700	0	2,700
P&O						

ATTACHMENT B

ATTACHMENT B



ATTACHMENT B

Etcheson Construction, LLC.

16801 Colton Lane
Diamond, MO 64840

Invoice

Date	Invoice #
2/27/2015	1649

Bill To
Crossland Construction Company, Inc. P.O. Box 45 Columbus, Kansas 66725

Terms	Project
Due on receipt	Joe Becker Stadium

Item	Description	Est Qty	Est Rate	Est Amt	Curr Qty	Amount
8" SDR 26 w...	Install manhole over existing Sewer Main and install new 8" sewer line with cleanouts at deflections	1	27,000.00	27,000.00	1	27,000.00

VENDOR # 0015ETCON
INVOICE # 1649
AMOUNT $ 27000.00
DATE 2/27 JOB# 14MO16TJFC
CODE/GL
DESC

JBSTAD
BDA

Total	$27,000.00
Payments/Credits	$0.00
Balance Due	$27,000.00

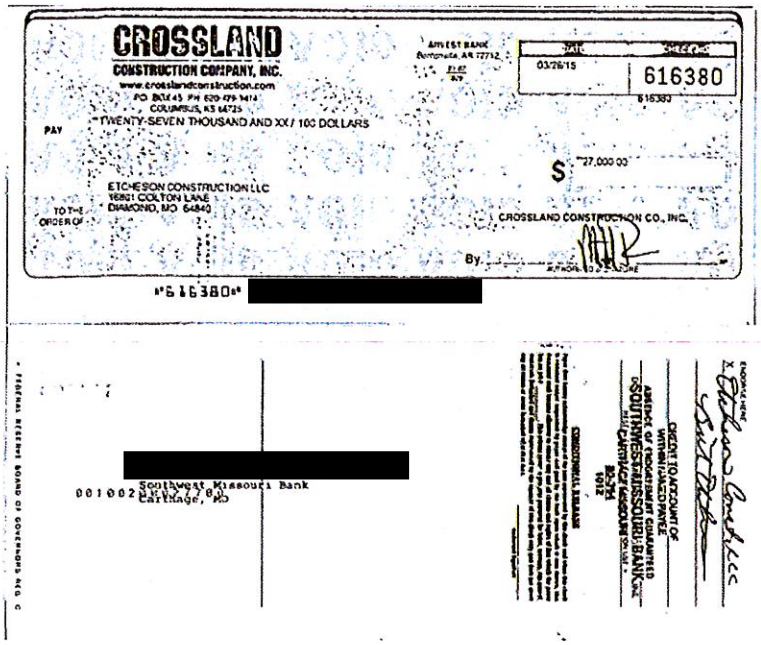
Phone #
417-540-1920

E-mail
billetcheson@hotmail.com

Check Images

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ATTACHMENT B

RICHLAND Mechanical Contractors, Inc.

**** PROPOSAL****

TO: MR. TAD JOHNSSON CROSSLAND CONSTRUCTION

P. O. BOX 45

COLUMBUS, KANSAS 66725

DATE: FEB 11, 2015

JOB NAME: JOE BECKER STADIUM

LOCATION: JOPLIN, MO.

WE OFFER THE FOLLOWING FOR YOUR CONSIDERATION:

FURNISH AND INSTALL ONE (1) 4' DIA. PRECAST CONCRETE "DOG HOUSE" STYLE MANHOLE WITH APPROXIMATELY 450 LINEAL FEET OF 8" SDR-35 PIPE AND FITTINGS. WE INCLUDE 4" CLEANOUTS IN THE "RUN" AND AT THE CHANGE OF DIRECTION AND AN 8" CLEANOUT AT THE END OF THE LINE. THIS INCLUDES EXCAVATION, BEDDING, BACKFILL, AND COMPACTION. WE WILL HAUL THE SPOILS TO THE PARK AT 5TH & SCHOOL.

EXCLUSIONS: Rock Excavation, Black Dirt and Seeding, Electrical, Painting, HVAC, Formed Concrete, Controls, Water Balance, Fire Protection, Toilet Accessories, Kitchen Equipment, Refrigeration Piping

OVERTIME LABOR, STABILIZATION OF THE LIGHT POLES

WE PROPOSE TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS;

FOR THE SUM OF: $ 41,300.00

Lyn Vanderford
RICHLAND MECHANICAL CONTRACTORS, INC.

APPROVED BY

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED IN 14 DAYS.

DATE APPROVED

1109 Byers • Joplin, MO 64801 • Phone (417) 782-0103 • Fax (417) 782-3952

ATTACHMENT B

CROSSLAND
CONSTRUCTION COMPANY, INC.
833 S. East Ave • P.O. Box 45
Columbus, KS 66725
tel 620.429.1414
fax 620.429.2125

Joe Becker Sanitary Sewer Changes

The sanitary sewer mains were not included in our budget. Crossland understood that this was going to be provided by the city using city resources. In the budget you can see this line item is By City. This was our understanding until approximately a month ago and was told that the city didn't have the man power to perform this work. So with this information we hired Etcheson Construction to install the sewer mains for the amount that you see in PCO #004 attached.

Thanks

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 16, 2015

ITEM: COUNCIL BILL NO. 2015-531
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Fire Chief: Jimmy Furgerson
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees, as well as establishes new commercial inspection fees in the fire department.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the fire prevention fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services. Additionally, the recommendation is to establish two new commercial inspection fees.

The proposed changes are as follows:

- Change the commercial fire plan review fee. The recommended change is to increase the multiplier from .00075 to .001 of the building permit value.
- Establish a minimum fire plan review fee based on the Building Safety Journal.
- Increase the Operational Permit from $50.00 to $100.00.
- Increase the Fireworks Stand Fee from $50.00 to $100.00.
- Create two new commercial inspection fees. This ordinance creates an underground sprinkler inspection fee of $100.00 and a hood suppression inspection fee of $50.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-531 ORDINANCE NO.

AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the fire department.

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

Section 1. That Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. FIRE PREVENTION CODE**

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 58-68. Schedule of Fees.

The following is a schedule of the fire department permit fees:

(1) *Plan Review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:
   a. *Fire Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500 per plan review.
      i. The value of the project in this section shall be computed by one of the following methods and approved by the Fire Marshal, but in no case shall the value of the project be less than the minimum set forth in this section.
         a) Provided by the person applying for the permit and verified by the Fire Marshal.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Sprinkler/Standpipe Plan Review* fee shall be $200 for commercial permits and $50 for residential permits.

c. *Alarm System Plan Review* fee shall be $200 for commercial permits and $50 for residential permits.

(2) *Inspection Fees.* Where an inspection for an underground sprinkler system or a hood suppression system is required for any reason, fees shall be collected as follows:

a. *Underground Sprinkler Inspection* fee shall be $100.00 for commercial permits.

b. *Hood Suppression Inspection* fee shall be $50.00 for commercial permits.

(3) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational Permit fee.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the Fire Marshal at any time for cause. Operational permits shall be $100.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction Permit fee.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the Fire Marshal at any time for cause.

Construction permits shall be $100.00 each.

(4) *Burn Permit Fees.*

a. *General Burn Permit Fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than 3 feet diameter by 2 feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

(5) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(6) *Firework Stand Fees.*

a. $100.00 per calendar year as referenced in Section 58-66.

(7) *Fee Review Process.*

City Council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 16, 2015

ITEM: COUNCIL BILL NO. 2015-540
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Community Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the building department.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

The last major change to the building regulation fee ordinance was in 2008. As detailed in the bi-annual user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the user fee review, the city proposed increasing the multiplier for residential permits, as well as increasing the residential electrical, mechanical, plumbing, and gas permit fees. The Home Builders Association expressed some concerns with the proposal, so city staff met with representatives from the HBA. After review and discussions with the HBA representatives, city staff has revised the proposed fee change. The City is proposing to make no change to the multiplier and fees for residential permits and instead establish a minimum project value for building permits based on the Building Safety Journal. This method will increase revenues to cover the costs of providing these services, while leveling the playing field by creating a base fee for all residential builders. Currently, the project value is established by the person obtaining the building permit.

The proposed changes are as follows:

- Change the commercial building plan review fee. The recommended change is to increase the multiplier from .00075 to .001 of the building permit value.
- Increase the commercial building permit fee by increasing the multiplier from .003 to .004 of the building permit value.

- Establish a minimum building plan review fee and building permit fee based on the Building Safety Journal.
- Increase the commercial electrical permit, mechanical permit, plumbing permit, and gas permit fees from $50.00 to $75.00.
- Increase the swimming permit fees from $40.00 for residential to $50.00 and from $60.00 for commercial to $75.00.
- Increase the commercial demolition permit from $50.00 to $75.00.

The fee changes will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-540 **ORDINANCE NO.**

AN ORDINANCE repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, be repealed and a new Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

CHAPTER 26 BUILDINGS AND BUILDING REGULATIONS

Article IV. Permits and Fees

Sec. 26-91. Building permit fees; reinspection fee.
The following is a schedule of the building department permit fees:

(1) *Plan Review.* Where a building plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Building Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Building Residential Plan Review* fee shall be .0005 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

(2) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Building Commercial permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

b. *Commercial Repairs and alterations permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $25.00.

c. *Commercial Amendments to permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

d. *Residential Commercial permit fee* shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

e. *Residential Repairs and alterations permit* fee shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $25.00.

f. *Residential Amendments to permit* fee shall be .003 multiplied by the value the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

(3) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(4) *Other Fees.*

a. *Fences.* The fee for fences shall be as follows:

1) Residential - $25.00

2) Commercial - $50.00

b. *Swimming pools and spas.* The fees for swimming pools and spas shall be as follows:

1) One- and two-family dwellings (residential, private) $50.00 each.

2) Multiple-family dwellings, motels and hotels (commercial, public and semi-public) $75.00 each.

(5) *Special Inspections.* Inspections made anytime other than normal working hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, will result in an additional fee of $25.00 per half hour of inspection time with a minimum charge of one hour of labor in addition to the permit cost. The minimum fee must be prepaid at the time the inspection is scheduled. If the inspection exceeds one hour, permittee will be billed by mail for the additional amount. If the inspection is not cancelled within 24 hours of the scheduled time, there will be no refunds.

(6) *Certificate of Occupancy.*

a. Where required by this code, or requested by owner, a certificate of occupancy shall be issued prior to the occupancy of the structure at no fee.

b. When required by this code or requested by owner a certificate of completion shall be issued at no fee.

(7) *Duplicate Permit or Certificate.* Whenever a permit or certificate is lost or destroyed or a copy is requested, a duplicate permit or certificate shall be issued by the Building Department upon payment of a replacement fee of Five Dollars ($5.00).

(8) *Permits and Certificates – Fines.* When work has started for which a permit or certificate is required by this article, prior to obtaining the permit or certificate, the fees specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this article in the execution of the work nor from any other penalties in this article. A fine of up to $500.00 per day per violation may be imposed.

(9) Fee Review Process.
City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

Sec 26-92. Electrical Permit Fees; re-inspection fees.

The following is a schedule of the electrical fees (permits are required for each address and unit):

(1) *Electrical Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction. Permit for new and existing construction/additions/upgrades/alterations:
a. Commercial/Industrial: $75.00
b. Residential (single family, multi-family, each apartment or house): $25.00
c. Signs and outline lighting, each: $25.00
d. Temporary service. For construction purposes, fairs, carnivals, exhibitions and similar purposes, $25.00
e. Relocation of existing electrical equipment, a flat fee of $25.00. Where multiple relocations are required at the same address, an additional $5.00/panel, meter, section, etc. shall be applied.

(2) *Reinspection Fees.*
a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes.
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00

Sec 26-93. Plumbing, gasfitting, and mechanical permit fees; re-inspection fees.

The following is a schedule of the plumbing, gasfitting, and mechanical fees (permits are required for each address and unit):

(1) *Plumbing, Gasfitting, Mechanical Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction. Permit for new and existing construction/additions/upgrades/alterations:
a. Commercial/Industrial: $75.00
b. Residential (single family, multi-family, each apartment or house): $25.00

(2) *Reinspection Fees.*
a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
1) When wrong address is provided.

2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes.
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00

Secs. 26-94 – 26-100. – Reserved.

Section 2. That Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations be repealed and a new Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

ARTICLE IV. DEMOLITION OF STRUCTURES

DIVISION 2. LICENSE*

Sec. 26-593. Fee.

(1) Fee. A demolition permit shall be issued as follows:
(a) Commercial Structure.....$75.00
(b) Residential Structure.....$35.00
(c) Accessory Structure.....$10.00

Section 3. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 2, 2015

ITEM: COUNCIL BILL NO. 2015-535
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes the penalty fee for delinquent trash bills.

DISCUSSION:
The City recently completed the bi-annual user fee review, which was discussed with City Council at the budget work session on September 16, 2015. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

This ordinance changes the penalty for delinquent trash bills from 10% of the total outstanding balance to 10% of the current month outstanding balance. For those customers with outstanding balances, the high penalty amount is compounding the non-payment issue as it is more difficult to reduce the outstanding balance, while continuing to pay the current amount due.

The fee change will be effective on January 1, 2016.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-535 ORDINANCE NO.

AN ORDINANCE repealing Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin to implement certain fee language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City assumed the trash billing and collection services from a third-party and on behalf of the current trash provider, and,

WHEREAS, the current trash provider charges a fee for trash services and the City bills such fees on a periodic basis to its citizens and residents; and,

WHEREAS, the City has reviewed the impact of the delinquent fee and desires to change the delinquent fee as a result of this review.

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

Section 1. That Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, be repealed and a new Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 102-9. Billing and collection procedures.

...

(a) All trash service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Trash service charges shall be paid within 15 days of the date of their billing.

(b) Every trash service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Trash services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving trash service, and the occupant and owner of such properties shall be

severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for trash service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) When the occupant of rental property is delinquent in payment of trash fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service."

Section 2. That this ordinance shall become effective on January 1, 2016.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney