JOPLIN CITY COUNCIL
SPECIAL MEETING NOTICE
6:00 P.M.
MONDAY SEPTEMBER 14, 2020
5TH FLOOR COUNCIL CHAMBERS
602 S. MAIN ST.

In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Monday, September 14, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose stated below.

AGENDA

1. Call to Order
2. Reading of the Special Call
3. Roll Call
4. Ordinances - Emergency
   1.COUNCIL BILL NO. 2020-160 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP), for Phase 2 of Reconstruction to Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause.
5. Adjourn to Work Session
   1. Compensation Study

Barbara Gollhofer

Barbara Gollhofer, City Clerk for Mayor Ryan D. Stanley

Notice posted at 12:00 p.m. this 10th day of September 2020 (RSMo 610.020)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-160 Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Phase 2 Reconstruct Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
September 14, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-160 Ordinance; FAA Grant Agreement, Project Breakdown & Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Grant Offer for Airport Improvement Program (AIP) Project No. 3-29-0037-043-2020 at Joplin Regional Airport not to exceed the amount of Seven Million Eight Hundred Sixty-Nine Thousand Eight Hundred Sixty-Six and no/100 dollars ($7,869,866.00) is provided in accordance with the FAA approved project consisting of the Phase 2 - Reconstruct South 3,000 Feet Of Runway 18/36 (3,000' x 100'), And Replace Adjacent Runway Lights.

The Federal Aviation Administration, for and on behalf of the United States, hereby offers and agrees to pay One Hundred (100%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

BACKGROUND
The FAA required this project to be prepared as a multi-phased project in order to match the funding cycles within the legislative appropriations. The FAA issued a Go Letter on October 2, 2018 for the Phase 1 Engineering Design for the Reconstruction of Runway 18-36. On August 5, 2020 FAA issued a Go letter to begin the construction project under this Phase 2. An additional letter and Grant offer will be issued in the spring to cover the final Phase 3 of the project. Please reference the attached project breakdown sheet for a description of the project Phases.

FUNDING SOURCE
Federal Aviation Administration Grant

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) 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 council bill needs to be approved in order to meet FAA Guidelines for grant acceptance.

Runway 18-36 Reconstruction
Project Phases and Description

Phase 1	Engineering and Design October 2018	
	FAA Grant (95%)	$ 709,692.00
	CMT Design Contract	$ 722,043.91
Phase 2	Construction Project 1 South 3000 Ft Runway 18-36	
	FAA Grant (100%)	$ 7,869,866.00
	Emery Sapp Construction Contract Project 1	$ 6,614,891.61
	CMT Construction Management Contract	$ 1,077,115.58
	FAA Reimbursable Agreement	$ 177,859.42
Phase 3	Construction Project 2 North 3500 Ft Runway 18-36	
	FAA Grant (90% ??)	$ 5,358,751.00
	Emery Sapp Construction Contract Project 2	$ 5,954,168.85

Estimated Total Project Cost (Phases 1, 2 & 3)	$14,546,079.37
Estimated Federal Funds	$13,938,309.00
Estimate Local Share	$ 607,770.37

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

Airport/Planning Area **Joplin Regional (JLN)**

AIP Grant Number **3-29-0037-043-2020**

DUNS Number **010649846**

TO: **City of Joplin, MO**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 10, 2020**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct South 3,000 Feet Of Runway 18/36 (3,000' x 100'), And Replace Adjacent Runway Lights, Phase 2 - Construction

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay One Hundred (100%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$7,869,866.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning
   $7,869,866.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2020,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

    C. May be increased by not more than 15 percent for land projects.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **June 03, 2016**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    i. Gross mismanagement of a Federal grant;
    ii. Gross waste of Federal funds;
    iii. An abuse of authority relating to implementation or use of Federal funds;
    iv. A substantial and specific danger to public health or safety; or
    v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Federal office or employee responsible for oversight of a grant program;
    v. A court or grand jury;
    vi. A management office of the grantee or subgrantee; or
    vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In

order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

25. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

    A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            a. Location of all runways, taxiways, and aprons;

            b. Dimensions;

            c. Type of pavement; and,

            d. Year of construction or most recent major rehabilitation.

        2. Inspection Schedule.

            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            a. Inspection date;

            b. Location;

            c. Distress types; and

            d. Maintenance scheduled or performed.

        4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. Project Which Contains Paving Work in Excess of $500,000. The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

28. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

29. Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

    A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
    B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
    C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

31. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated

City of Joplin
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

_____
(Typed Name of Sponsor's Authorized Official)

_____
(Title of Sponsor's Authorized Official

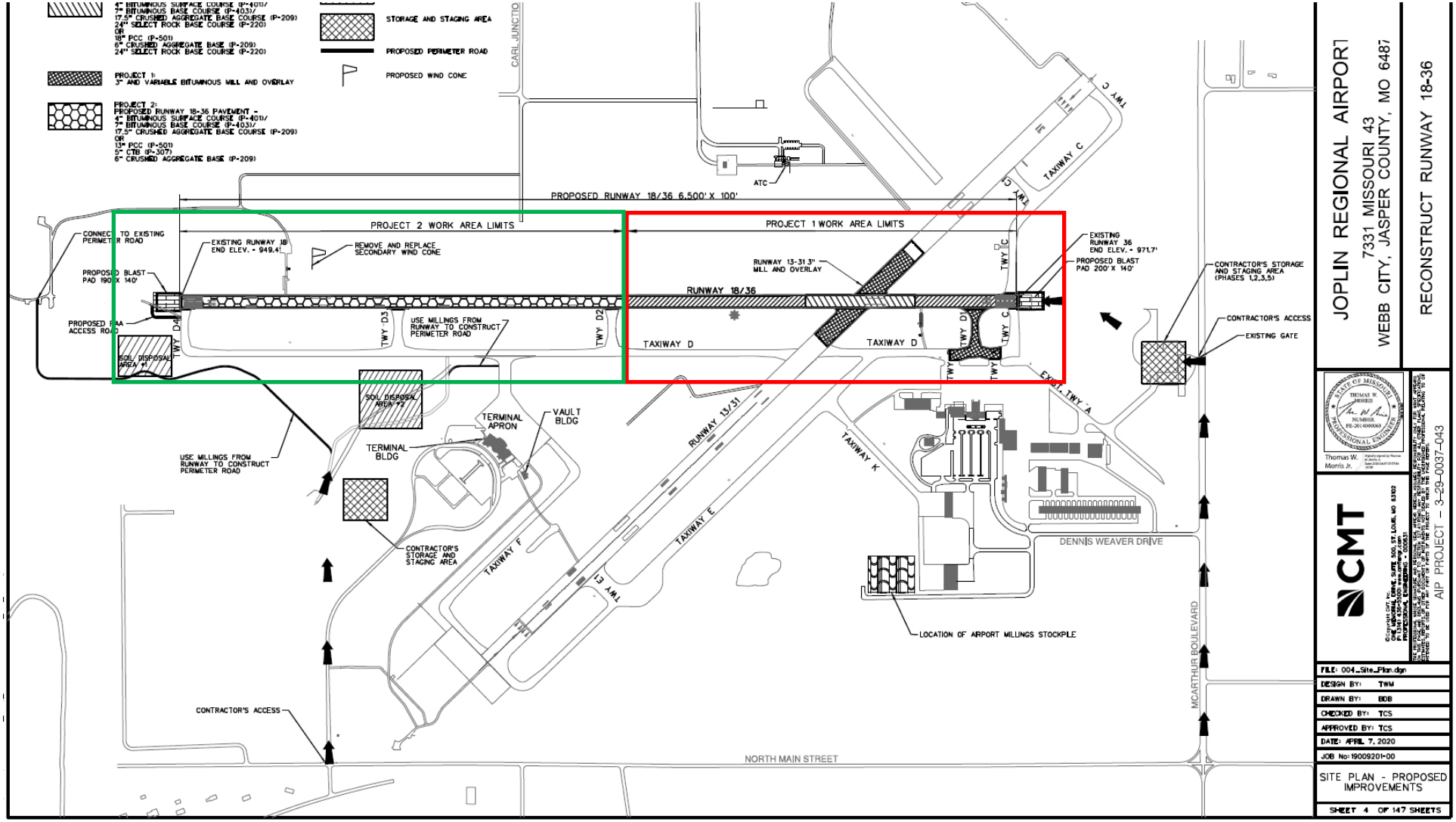
CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Missouri**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated

By: _____
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

RECONSTRUCT RUNWAY 18-36

STATE OF MISSOURI
THOMAS W. MORRIS
NUMBER PE-2011000063
PROFESSIONAL ENGINEER
Thomas W. Morris Jr.

CMT

AIP PROJECT – 3-29-0037-043

FILE:	004_Site_Plan.dgn
DESIGN BY:	TWM
DRAWN BY:	BDB
CHECKED BY:	TCS
APPROVED BY:	TCS
DATE:	APRIL 7, 2020
JOB No:	19009201-00

SITE PLAN - PROPOSED IMPROVEMENTS

SHEET 4 OF 147 SHEETS

COUNCIL BILL NO. 2020-160 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP), for Phase 2 of Reconstruction to Runway 18-36 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 Department of Transportation, Federal Aviation Administration not to exceed the amount of Seven Million Eight Hundred Sixty-Nine Thousand Eight Hundred Sixty-Six and no/100 dollars ($7,869,866.00) for Phase 2 of Reconstruction of Runway 18-36 at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein; is hereby approved.

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

Section 3. That upon the final approval and acceptance of work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the construction company shall be paid from the Airport fund.

Section 4. That the City of Joplin declares that this ordinance dealing with general appropriation is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to meet FAA Guidelines for grant acceptance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Airport Fund to pay the amounts called for on the basis of the bids received by the City of Joplin.

_____

Leslie Haase, Director of Finance

COMPENSATION STUDY COUNCIL WORK SESSION

SEPTEMBER 14, 2020

COMPENSATION STUDY PRESENTATION

- City hasn't conducted market comparison of pay on a regular consistent basis
- With successful passage of Proposition "B" by Joplin voters, consensus formed that an updated market compensation study was needed to identify market competitive pay for City of Joplin to help address recruitment and retention issues
- Introduce Sheila Maerz, Consultant with Segal to present study results

BACKGROUND

- City of Joplin has been facing recruiting and retention issues for several years
- City implemented various measures during 2018 to begin addressing recruitment and retention, particularly in public safety area, with an understanding that additional steps were needed
- Fiscal Year 2021 Proposed Budget was built on two key goals:
  - Reserve as much financial capacity as possible to create a pool of resources to improve wages for recruitment and retention efforts, without impacting services provided
  - Provide a "COVID-19" safety net by not dipping into reserves
- The pool of resources that has been reserved could equate to as much as a 9% across-the-board raise for city employees

PUBLIC SUPPORT AND APPRECIATION

- Public support is necessary in order for the City to continue to provide quality services
- Organizationally, we are thankful for the public's support of our operations
- That support is enabling the City to address some long-standing issues
- Employees are grateful and it is important that this support isn't minimized through any internal negative focus

RECENT HISTORY OF PAY INCREASES GRANTED

FISCAL YEAR	EFFECTIVE DATE	PAY INCREASE GRANTED	COMMENTS
FY 2015	N/A	No Pay Increase Granted	Unable to fund pay increase
FY 2016	N/A	No Pay Increase Granted	Unable to fund pay increase
FY 2017	Anniversary Date	3% Across-the-Board Pay Increase	
FY 2018	November 2017 August 2018	2% Across-the-Board Pay Increase Reinstituted Merit Step Plan with 2% Steps-Pay Increases Varied based on placement on step-3.4% Average Increase	Placement in New Pay Plan
FY 2019	November 2018 Anniversary Date	Pay Increases for PS Varied-3% Average Increase 2%-2.5% Merit Step Increase	Pay Plan Change for Public Safety only
FY 2020	Anniversary Date	2%-2.5% Merit Step Increase	

RECRUITMENT AND RETENTION

- Proposition "B" enhances recruitment and retention because:
  - Tier I public safety employees have a solvent pension plan that provides a good retirement benefit
  - Tier II public safety employees that migrated to LAGERS also has the assurance of a good retirement benefit
  - Reduced the financial strain on the general fund
- Increasing minimum wage is impacting recruitment efforts in lower ranges, which in turn places market pressure in the upper ranges
- Lagging market pay is the City's biggest barrier limiting the City's ability to provide quality services
- Improving market competitive pay is a critical piece to improving recruitment and retention efforts

OVERALL CITY COMPENSATION GOALS

- City Council should develop "pay philosophy" and entrust the City Manager to make compensation recommendations based on available resources
- Pay changes should be data driven for fairness, equity and transparency
- Pay Plan should be realistic for recruitment and retention purposes:
  - Maintaining market competitive pay helps to address recruitment issues
  - Movement through steps within a grade assists with retention issues

CITY COUNCIL "PAY PHILOSOPHY"

- Recommended City Council "Pay Philosophy":
- Within available resources:
  - Establish goal to Lead in the Local Market
  - Establish goal to attain and maintain 95% - 105% market competitiveness in overall blended market data
  - Maintain market competitive pay in the future

STUDY RESULTS

- Compensation Study:

- Provides the City with the needed data to make the best decision to address recruitment and retention issues for the entire organization
- Documents Joplin's barrier to competitive pay exists across the entire pay plan
- Indicates that 95% or 41 of 43 benchmark positions are ***below*** the regional market

CITY MANAGER RECOMMENDATION

- Therefore, it is the recommendation based on the results of the study and the resources reserved in the fiscal year 2021 proposed budget to:
  - On November 1, 2020, implement a 9% across-the-board pay increase, while maintaining the current step, to help address the City's ability to attract and retain quality employees to provide services to our citizens and visitors to our community
  - Merit step in fiscal year 2022 will allow for an 11%-11.5% pay increase over two (2) years

ACROSS-THE-BOARD PAY INCREASE

- An Across-the-Board pay increase takes the entire pay plan and increases every step by an allotted percentage
  - Increases starting pay (Step 1), each step within each grade, and maximum pay for each grade, which helps to address employee recruitment
  - Current employees would receive a pay increase equivalent to the approved percentage increase, which helps address employee retention

TABLE 1 AFTER RECOMMENDATION

Based on March 1, 2020 Data

DESCRIPTION OF ADJUSTMENT	% OF MINIMUM	% OF MIDPOINT	% OF MAXIMUM
Current Market-Local Comparison	114%	114%	119%
9% Adjustment-Local Comparison	122%	121%	125%
Current Market-Regional Comparison	84%	84%	83%
9% Adjustment-Regional Comparison	91%	91%	91%
Current Market-Overall Blended Comparison	93%	93%	94%
9% Adjustment-Overall Blended Comparison	100%	100%	101%

SALARY ADMINISTRATION PLAN AFTER RECOMMENDATION

CITY OF JOPLIN

SALARY ADMINISTRATION PLAN

GRADE	CURRENT MINIMUM PAY	CURRENT MID POINT PAY	CURRENT MAXIMUM PAY	PROPOSED MINIMUM PAY	PROPOSED MID POINT PAY	PROPOSED MAXIMUM PAY
100	$ 20,216	$ 24,833	$ 29,450	$ 22,035	$ 27,068	$ 32,101
110	$ 22,285	$ 27,375	$ 32,465	$ 24,291	$ 29,839	$ 35,387
120	$ 23,400	$ 28,745	$ 34,089	$ 25,506	$ 31,332	$ 37,157
130	$ 24,569	$ 30,181	$ 35,792	$ 26,780	$ 32,897	$ 39,013
140	$ 25,796	$ 31,688	$ 37,580	$ 28,118	$ 34,540	$ 40,962
150	$ 27,088	$ 33,275	$ 39,462	$ 29,526	$ 36,270	$ 43,014
160	$ 29,865	$ 36,686	$ 43,507	$ 32,553	$ 39,988	$ 47,423
170	$ 31,360	$ 38,523	$ 45,686	$ 34,182	$ 41,990	$ 49,798
180	$ 32,924	$ 40,445	$ 47,965	$ 35,887	$ 44,085	$ 52,282
190	$ 34,572	$ 42,468	$ 50,364	$ 37,683	$ 46,290	$ 54,897
200	$ 36,298	$ 44,589	$ 52,879	$ 39,565	$ 48,601	$ 57,638
210	$ 38,114	$ 46,820	$ 55,525	$ 41,544	$ 51,033	$ 60,522
300	$ 40,019	$ 50,338	$ 60,656	$ 43,621	$ 54,868	$ 66,115
310	$ 42,022	$ 52,857	$ 63,692	$ 45,804	$ 57,614	$ 69,424
320	$ 44,123	$ 55,500	$ 66,876	$ 48,094	$ 60,494	$ 72,895
330	$ 46,330	$ 58,276	$ 70,221	$ 50,500	$ 63,520	$ 76,541
340	$ 48,647	$ 61,190	$ 73,733	$ 53,025	$ 66,697	$ 80,369
350	$ 51,079	$ 64,249	$ 77,418	$ 55,676	$ 70,031	$ 84,386
360	$ 53,633	$ 67,461	$ 81,289	$ 58,460	$ 73,532	$ 88,605
370	$ 62,084	$ 78,091	$ 94,098	$ 67,672	$ 85,119	$ 102,567
380	$ 65,191	$ 82,000	$ 98,808	$ 71,058	$ 89,379	$ 107,701
390	$ 68,449	$ 86,097	$ 103,745	$ 74,609	$ 93,846	$ 113,082
410	$ 75,464	$ 94,922	$ 114,379	$ 82,256	$ 103,464	$ 124,673
162	$ 29,790	$ 36,817	$ 43,843	$ 32,471	$ 40,130	$ 47,789
172	$ 31,356	$ 38,753	$ 46,149	$ 34,178	$ 42,240	$ 50,302
192	$ 34,909	$ 42,847	$ 50,785	$ 38,051	$ 46,703	$ 55,356
312	$ 42,195	$ 52,769	$ 63,342	$ 45,993	$ 57,518	$ 69,043
342	$ 50,849	$ 62,087	$ 73,324	$ 55,425	$ 67,674	$ 79,923
362	$ 58,067	$ 70,035	$ 82,002	$ 63,293	$ 76,338	$ 89,382
402	$ 72,823	$ 90,578	$ 108,333	$ 79,377	$ 98,730	$ 118,083
166	$ 29,467	$ 36,742	$ 44,017	$ 32,119	$ 40,049	$ 47,979
196	$ 34,669	$ 43,228	$ 51,786	$ 37,789	$ 47,118	$ 56,447
206	$ 37,355	$ 46,234	$ 55,112	$ 40,717	$ 50,395	$ 60,072
316	$ 42,022	$ 52,681	$ 63,340	$ 45,804	$ 57,422	$ 69,041
346	$ 54,434	$ 67,730	$ 81,026	$ 59,333	$ 73,826	$ 88,318
366	$ 55,881	$ 70,131	$ 84,381	$ 60,910	$ 76,443	$ 91,975
406	$ 71,874	$ 90,104	$ 108,333	$ 78,343	$ 98,213	$ 118,083

NEXT STEPS

- City must consistently "maintain" pay and classification plan:
  - Ensure steps are funded annually
  - Make annual inflation adjustments to ensure plan remains competitive
  - Periodically check market to compare pay ranges and rates by replicating custom market study just completed
  - Retain strong employee benefits

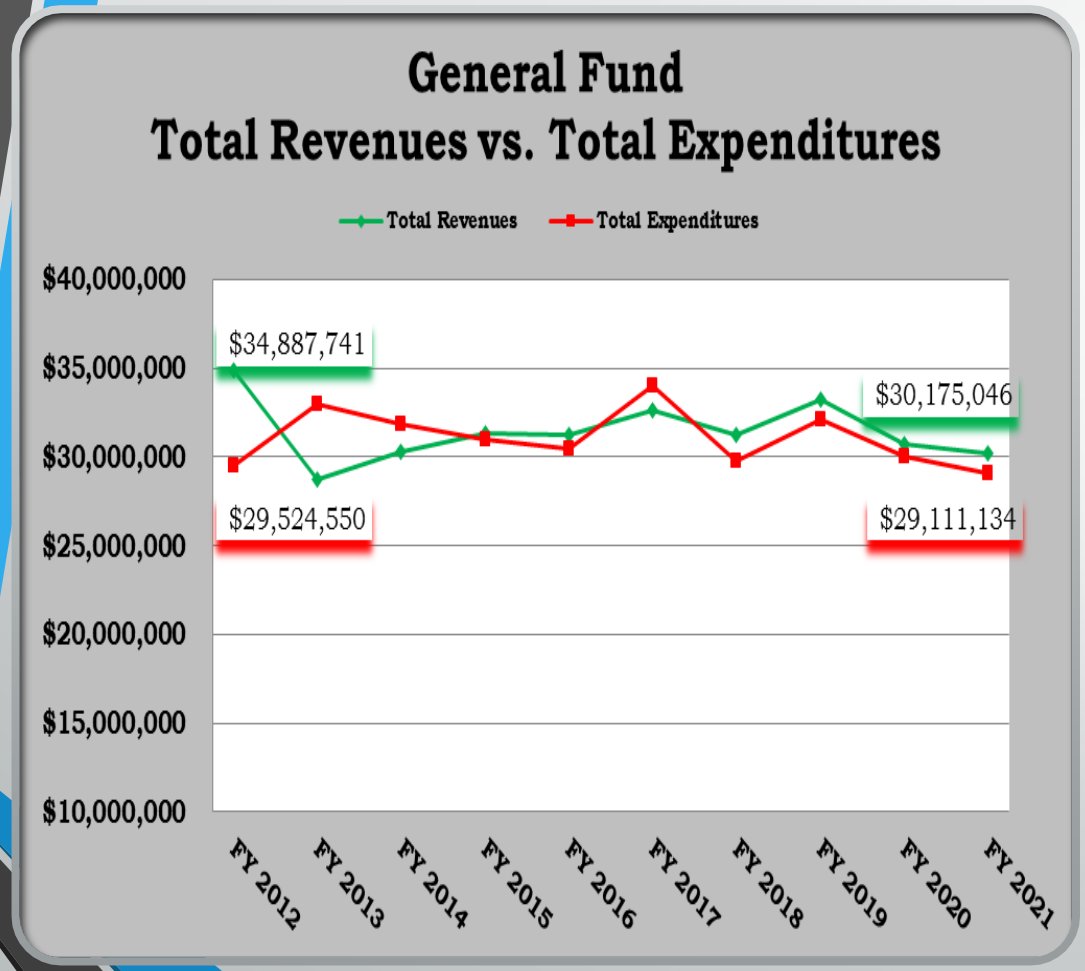
NEXT STEPS

- Update Personnel Rules & Regulations to reflect merit step pay plan system
- Implement employee evaluations to help ensure quality services are being provided to citizens and visitors to our community
- Utilize market data for benchmark positions to customize recruitment approach for those difficult-to-fill positions

LESSONS LEARNED

- City is negatively impacted by neglecting regular maintenance of the pay and classification plan
- Employees want transparency and communication regarding future plans to address emerging issues such as:
  - Compression
  - Internal Equity
  - Exempt vs. Non-Exempt Status
  - Job Descriptions

HOW DOES THE CITY AFFECT CHANGE IN THE FUTURE?



- Continue improving and growing our City by:
- Stimulating creativity and economic development
- Capitalizing on opportunities
- Improving cultural sustainability through improved amenities
- Attracting and investing in innovation

COUNCIL ACTION ITEM

- Review the City Manager's pay recommendation for the fiscal year 2020-2021 budget

QUESTIONS?