JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 18, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM

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

2. **Roll Call**

3. **Presentations**

   1. Joplin High School Student Council (JHS STUCO) To Present An Update To City Council On Joplin High School Events.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Final Summary Of FEMA And Other Funding Sources For May 22, 2011 Disaster

      Documents:

      FINAL SUMMARY OF FEMA AND OTHER FUNDING 5 22 2011 DISASTER.PDF

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-252
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-O property as described below and located 2307, 2315, 2321, & 2329 Connecticut, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-252 MINUTES.PDF
      CB 2020-252 STAFF REPORT.PDF
      CB2020-252-SUMMARY SHEET.PDF
      CB2020-252-ORDINANCE.PDF

8. **Consent Agenda**

   1. February 3, 2020 City Council Meeting Minutes

      Documents:

CC MINS - FEB. 3.PDF

2. COUNCIL BILL NO. 2020-250
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4240 Highway 43, City of Joplin, Newton County, Missouri.

Documents:

CB2020-250.PDF

3. COUNCIL BILL NO. 2020-251
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 1860 W 20th Street, City of Joplin, Jasper County, Missouri. Driven.

Documents:

CB2020-251.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO 2020-108
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars ($212,800.00) for the Crane Road/Arbor Hills Area Lift Station Elimination Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

WA AMA-OC20-003 CRANE RDARBORHILLS LS IMPROV 02-07-2020 COMPLETE.PDF
COUNCIL BILL 2020-108 - EXHIBIT MAP.PDF
COUNCIL BILL 2020-108 - CB - CRANE ROAD-ARBOR HILLS AREA LIFT STATION ELIMINATION PROJECT.PDF
COUNCIL BILL 2020-108 - SUMMARY SHEET - CRANE ROAD-ARBOR HILLS AREA LIFT STATION ELIMINATION PROJECT_REVISED.PDF

2. COUNCIL BILL NO 2020-109
AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Thirty-eight Thousand and no/100 Dollars ($38,000.00) to review and revise the City of Joplin Pretreatment Program to adopt the EPA's Revised Streamlining Rule, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

STREAMLINE_FACTSHEET_1.0.PDF
COMPLETE - JOPLIN CONSTRUCTION WORK AUTHORIZATION FORM -

LOCAL FUNDING - 2020 (4).PDF
CB 2020-109 STREAMLINE RULES UPDATE.PDF
GS 2020-109 ALLGIER MARTIN EPAS REVISED STREAMLINE RULE.PDF

3. COUNCIL BILL NO 2020-110
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) for construction of the B & Byers Stormwater Improvements (TSO601); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

B AND BYERS SUMMARY SHEET.PDF
BID TABULATION.PDF
B AND BYERS.PDF
FLORIDA SS.PDF
AGREEMENT.PDF
B AND BYERS CB.PDF

4. COUNCIL BILL NO 2020-111
AN ORDINANCE approving a construction agreement with Capital Paving & Construction, LLC for Parking Lots and Trails Sealing 2020 in the not to exceed amount Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08) for the Parking Lots and Trails Sealing 2020, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET 2020-111.PDF
WILDCAT PARK CB 2020-111.PDF
FRISCO TURKEY CREEK TRAILS CB 2020-111.PDF
CUNNINGHAM PARK TRAIL CB 2020-111.PDF
BID TAB FORM.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2020.PDF
CB 2020-111 PARKING LOTS AND TRAILS.PDF

5. COUNCIL BILL NO 2020-112
AN ORDINANCE approving Amendment 3 to Work Authorization JET DR-2 PAP 8-1 Project 1 Projects with Olsson, DBA: Joplin Joint Engineering Team (JET) in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00) for professional engineering services for Project 1 projects, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2020-112 JOPLIN WA 8-1 AMENDMENT 3 STORM 12 17TH ST..PDF
CB2020-112 MAP.PDF
CB2020-112 JET 8-1 ORDINANCE.PDF
CB2020-112 JET-8-1 SUMMARY SHEET.PDF

6. COUNCIL BILL NO 2020-113
AN ORDINANCE approving an amendment (Change Order No. 8) to the

construction agreement with D&E Plumbing and Heating, Inc. in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00) for Storm Project 12, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2020-113 MAP.PDF
CB2020-113 STORM 12 CO8 COUNCIL ORDINANCE.PDF
CB2020-113 STORM 12 CO8 SUMMARY SHEET.PDF
CB2020-113 CHANGE ORDER 8.PDF

7. COUNCIL BILL NO. 2020-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2020-501 SUMMARY BUDGET AMENDMENT.PDF
CB 2020-501 BUDGET AMENDMENT ORDINANCE FOR FY 2020.PDF
CB 2020-501 SCHEDULE A 2020 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-401
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Metropolitan Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019.

Documents:

CB 2020-401 BID.PDF
CB 2020-401 EXHIBIT A.PDF
CB 2020-401 INTERVIEW EVALUATION SHEET.PDF
CB 2020-401 JATSO BUDGET.PDF
CB 2020-401 MTP RATING SHEETS2.PDF
CB 2020-401 OLSSON CONTRACT.PDF
CB 2020-401 SUMMARY.PDF
CB 2020-401.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From Public Information Officer Lynn Onstot

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

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

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

FINAL SUMMARY OF FEMA AND OTHER FUNDING SOURCES FOR MAY 22, 2011 FEDERAL DISASTER #1980

The final payment from SEMA for disaster #1980 was received on November 6, 2019. The project was closed out on October 30, 2019. The following, along with the attached information, summarizes the final overall financial impact of the EF-5 tornado that struck our community on May 22, 2011. This information does not include the CDBG-DR allotments received from HUD.

Ineligible costs for reimbursement:

The City incurred costs as a direct result of the EF-5 tornado that struck our community that are not eligible for reimbursement under FEMA guidelines. FEMA covers costs associated with replacing items, such as fire stations, parks, and vehicles, just as they were at the point of damage or destruction. For example, the City moved the location of the fire stations. Due to the growth of the community over time, the fire stations needed to be relocated to help ensure proper response times throughout the community. Additionally, the City re-built the fire stations bigger than their original size. Any costs associated with such improvements are not covered by FEMA. Here is a summary of the total non-reimbursable items:

CATEGORIES	AMOUNT
Miscellaneous Food, Supplies & Items	$32,569
Historical Documentation Costs	$15,500
Temporary Worker-Building Dept	$24,990
1-Year Anniversary Costs	$29,150
Volunteer Costs	$28,442
Fire Station Design & Other Costs	$371,947
Relocation of Storm Shelters	$18,062
Purchase of Additional Property at Cunningham Park	$78,557
Improvements at Cunningham, Garvin and Parr Hill Parks	$22,044
Equipment Purchased for Debris Removal	$26,201
Property Purchase for Fire Station #2	$114,965
Property Purchase for Fire Station #4	$183,520
TOTAL	**$945,947**

FEMA Projects:

FEMA writes project worksheets to reimburse for public assistance. FEMA reimburses 75%, SEMA reimburses 10% and the City's share is 15% of the total costs. FEMA also deducts applicable insurance proceeds and costs related to other responsible granting agencies prior to determining the amount eligible for reimbursement.

The project worksheets are divided into small projects or large projects, based on the estimated costs. For disaster 1980, small projects were any projects that were less than $63,900.00. This distinction is important in that FEMA issues reimbursement on the small projects based on the amount of the project worksheet, not the actual costs incurred by the City. If the total actual costs for all combined small projects exceeds the original estimated total, then the applicant can request the overage.

FEMA further categorizes the project worksheets by the type of work, Category A through G. Categories A & B are for "temporary work", such as debris cleanup and protective measures. Categories C through G are for "permanent work", such as rebuilding or repairing fire stations, parks and infrastructure. These categories are also important, because applicants can utilize the value of their donated resources to receive up to 100% of the costs for A & B projects.

Here is a summary of the project worksheets written for disaster 1980:

SMALL PROJECTS	PROJECT TYPE		LARGE PROJECTS	PROJECT TYPE
Emergency Sirens	G		Street Signs, Poles & Sockets	C
Police South Station	E		Senior Citizens Center Bldg.	E
Senior Citizens Center Grounds	G		Parr Hill Park	G
Garvin Park	G		Joplin Fire Trucks	E
Mohaska Park	G		Permanent Traffic Signals	C
Ewert Park	G		Cunningham Park Bathroom	E
Fire Hydrants	F		Cunningham Park Pool House	E
Sewer Manhole Covers	F		Cunningham Park and Pool	G
Temporary Emergency Sirens	B		Broken & Damaged Catch Basins	F
Temporary Street Signs	B		Streetlights	C
26th & Maiden Lane Traffic Signal	B		Demolition	A
Parr Hill Park Bathroom	E		Debris Removal-Outside EDR to 8/7	A
EOC Operations	B		Debris Removal-Final Cleanup	A
School Flashers	C		Debris Removal-Inside EDR to 8/7	A

Police/PW/Parks Damaged Vehicles	E		Mutual Aid Assistance	B
Trolley Stops	G		Emergency Protective Measures-Fire	B
Temporary Costs of Fire Stations	B		Emergency Protective Measures-Police	B
Direct Administrative Costs-EDR	A		Sidewalks	G
Radio Antenna Communication Device	F		Curbs	C
Cunningham Park Bathroom Contents	E		Streets & Alleys	C
Air Quality Monitoring	B		Sewers	F
Uniforms-Police/Jail	G		Fire Station #2 Contents	E
Demolition of Fire Stations #2 & #4	E		Fire Station #4 Contents	E
Cunningham Pool House Contents	E		Retaining Walls	G
Catch Basin Debris Cleaning	A		Fire Station Grounds #2 & #4	G
Uniforms-Fire	G		ASPCA Sheltering Animals	B
Temporary Debris Signage	A		THU Site-Temporary Firefighters	B
Humane Society Sheltering Animals	B		THU Site-Temporary Fire Truck	B
Permanent Tires & Other Equipment	E		Temporary Fire Trucks-EPM	B
Lost or Damaged Barricades/Cones	E		Fire Station #2	E
Repair Cascade System/Generator	E		Fire Station #4	E
Portable Toilets	B		TV Sewer Lines	B
Temporary Tires & Other Equipment	B		Temporary Repairs of Sewer Lines	B
			Volunteer Assistance	B

Notable FEMA reimbursement items:

- There were 33 small projects and 34 large projects written for this disaster. Of these 67 projects, there were 26 A & B projects.
- City workers totaled over 23,500 hours in overtime and had over 40,500 hours of equipment use. Over 435 agencies assisted on this disaster through mutual aid.
- The City replaced the two destroyed fire trucks with new fire trucks at a cost of $986,490.00, while insurance and FEMA paid the value of trucks at the time of destruction. It was in the City's best financial interest to replace the destroyed trucks with new trucks. The City's share of this project was $706,771.00.
- The City requested improved projects for the sidewalks, curbs and gutters and streets projects. FEMA reimburses for the cost to repair the damaged sections. The City requested repairs to entire streets, curbs and gutters and sidewalks. The City bears the cost of the improvement. This improvement was also the most fiscally prudent decision. The City's share of this project was $676,938.00.

- Three sewer projects were originally written by FEMA. One project for the temporary repairs (capping) to the sewer lines, one to TV the sewer lines to locate the damage caused by the tornado and one to make the permanent repairs to the sewer lines. FEMA denied the reimbursement request by the City for the TV project and the permanent repairs, because the City was unable to prove the damage was a direct result of the tornado. The City unsuccessfully appealed these two rulings. As a result, these projects were funded by the City, specifically the sewer fund, in the amount of $534,009.00.
- The City's share of these projects was $1.9 million of the $2.1 million total city share.
- The City set a record with the value of our donated resources at over $17.7 million. This allowed the City to receive 100% reimbursement for all A & B projects. There were over 102,000 volunteers that accounted for over 610,300 volunteer hours and over 12,000 hours of equipment use. The value of the donated goods and materials was over $8.5 million.
- Many appeals, changes to the scope of work, requests for additional information were submitted to SEMA throughout this process.
- This information doesn't include the cost of the direct mission assignment to the US Corps of Engineers. The estimated cost of the direct mission was $94 million.

Additional Insurance Proceeds Received:

The City received insurance proceeds for items unrelated to the project worksheets. The City received insurance proceeds for the Credit Union that was destroyed at 20th and Connecticut, as well as revenue replacement income and lost income for the decrease in property taxes and other income.

FHWA reimbursement:

FEMA only reimburses those items that aren't eligible for reimbursement by other applicable entities. FHWA covers 80% of the items on the federal highways and interceptors. FHWA reimbursed for the traffic signals and sign replacements in these affected areas in the amount of $735,179.00.

CDBG-State Grant for concrete removal and demolition:

FEMA does not reimburse for concrete removal and only reimburses for demolition of structures that are an imminent danger. As a result, the State passed through up to $4 million in CDBG funds to reimburse for the concrete removal and additional demolition of structures in the recovery process. The City was reimbursed 100% of the over $2.7 million spent for this portion of the recovery.

Donated Items:
The City received various cash donations, such as for specific parks projects, as well as donated goods, such as two brush trucks, at a value of $507,195.00.

Additional Disaster-Related Grants and Allocations:
The City received additional federal grants and state allocations as a result of the disaster. The TIGER grant paid $12 million of nearly $19 million for improvements to Maiden Lane, Schifferdecker, 26th Street, and 20th Street. The state awarded $14 million that assisted the City with our stormwater system, sewer system, sidewalks, curbs and gutters and street repairs and improvements.

Other Items:
People across the United States donated following the disaster, which resulted in the creation of the First Response Fund. These donations resulted in providing weather alert radios to citizens, as well as 41 separate grants valued at $998,189.00 to non-profit entities that assisted people with the recovery from this devastating EF-5 tornado that struck our community.

Finally, the City was required to recoup any duplication of benefits from citizen's insurance proceeds. A duplication of benefits occurred when the Corps of Engineers cleaned the loose, tornado debris from private property and insurance paid the homeowner for this specified purpose. According to our records, the duplication of benefits amounted to $629,102.00 and the City collected $599,007.00, which was remitted to FEMA. The amount collected represented 95% of the amount due. According to information received, this is also a record for FEMA.

Summary:
The Office of the Inspector General (OIG) can audit the FEMA reimbursement information up to three years from closeout. It is highly likely that OIG will perform an audit of these expenditures and reimbursements.

I would like to thank city staff for their help in tracking the expenditures and providing the requested documentation required throughout this process. I would also like to thank our federal and state partners for their cooperation and assistance with this disaster. In my opinion, this process, while not flawless, worked well because we all worked together as a team. Finally, I would like to thank the many volunteers, as well as our citizens, for all their work in helping our community to recover. Words can't adequately describe the tragic extent of the disaster. But, our citizens, the volunteers and city staff, along with our federal and state partners are all responsible for improving our community through the recovery process despite the tragedy.

CITY OF JOPLIN
FINAL SUMMARY OF FEMA AND OTHER FUNDING SOURCES
5/22/2011 FEDERAL DISASTER
18-Feb-20

DESCRIPTION	*EXPENSES:* FEMA APPROVED AMOUNT	TOTAL COSTS	*REVENUE:* VALUE OF DONATED GOODS	INSURANCE AMOUNT PAID	FEMA AMOUNT PAID	SEMA AMOUNT PAID	FEMA PAID AS DONATED RESOURCES	FHWA AMOUNT PAID	CDBG AMOUNT PAID	CITY SHARE	CITY %
INELIGIBLE COSTS FOR REIMBURSEMENT		945,947								945,947	
33 SMALL PROJECTS & 34 LARGE PROJECTS	9,052,520	14,502,393		3,578,484	6,815,839	183,342	1,778,325			2,146,402	15%
ADDITIONAL INSURANCE PROCEEDS RECEIVED FOR NON-FEMA PROJECTS/LOST REVENUE				634,237						(634,237)	
FHWA-TRAFFIC SIGNALS		848,262						678,610		169,652	20%
FHWA-SIGN REPLACEMENT		70,711						56,569		14,142	20%
CDBG-STATE GRANT FOR CONCRETE/DEMOLITION		2,737,348							2,737,348	-	
VALUE OF DONATED GOODS			507,195							(507,195)	
GRAND TOTAL	**9,052,520**	**19,104,660**	**507,195**	**4,212,721**	**6,815,839**	**183,342**	**1,778,325**	**735,178**	**2,737,348**	**2,134,711**	**11%**

CITY OF JOPLIN
FINAL SUMMARY OF FEMA AND OTHER FUNDING SOURCES
5/22/2011 FEDERAL DISASTER
18-Feb-20

ADDITIONAL DISASTER-RELATED GRANTS: DESCRIPTION	*EXPENSES:* TOTAL COSTS	*REVENUE:* GRANT AMOUNT PAID	CITY SHARE	CITY %
TIGER GRANT:				
MAIDEN LANE	6,078,503	4,101,569	1,976,933	
SCHIFFERDECKER	2,370,992	2,344,011	26,981	
26TH STREET	2,887,035	2,833,104	53,931	
20TH STREET	7,022,733	2,425,614	4,597,119	
20TH TRANSIT	622,732	295,701	327,030	
SUB-TOTAL TIGER GRANT	18,981,994	12,000,000	6,981,994	37%
DED STATE ALLOCATION:				
DAMAGE ASSESSMENT & GIS MAPPING OF STORM SEWER SYSTEM	607,810	607,810	-	
REPAIRS TO STORM SEWERS	403,156	403,156	-	
REG DETENTION POND-29TH & ARIZONA	1,270,942	1,270,942	1,133,069	
DRAINAGE REPAIRS-MICHIGAN & KANSAS-26TH TO 30TH	1,100,974	1,100,974	-	
DRAINAGE REPAIRS-15TH & HIGHVIEW	650,324	650,324	-	
DRAINAGE REPAIRS-24TH & PATTERSON	209,468	209,468	-	
DITCH REPAIRS-S OF 28TH FROM EVEN AVE TO COUNTRY CLUB	320,775	320,775	-	
DRAINAGE REPAIRS-PENNSYLVANIA & VIRGINIA-31ST TO 28TH	1,195,156	1,195,156	-	
REG DETENTION POND-15TH & MURPHY	801,928	801,928	26,076	
SEWER SYSTEM ASSESSMENT	2,459,637	2,459,637	-	
SIDEWALKS, CURB & GUTTER, STREETS ASSESSMENTS	292,000	292,000	-	
REPAIR SIDEWALKS, CURB & GUTTER, STREETS	4,461,788	4,461,788	-	
INSPECTION OF SANITARY SEWER SYSTEM INCLUDING MANHOLES	226,044	226,044	-	
SUB-TOTAL DED STATE ALLOCATION	14,000,000	14,000,000	1,159,145	8%

CITY OF JOPLIN
FINAL SUMMARY OF FEMA AND OTHER FUNDING SOURCES
5/22/2011 FEDERAL DISASTER
18-Feb-20

	EXPENSES:	*REVENUE:*		
FIRST RESPONSE DONATION FUND:	**GRANTS**			
DESCRIPTION	**AWARDED**	**DONATIONS**	**INTEREST**	**TOTAL**
		972,470	25,718	998,189
WEATHER ALERT RADIO'S	99,600			
HOME IMPROVEMENT FRAUD PREVENTION	500			
15 GRANTS IN GRANT CYCLE I	343,048			
10 GRANTS IN GRANT CYCLE II	196,271			
16 GRANTS IN GRANT CYCLE III	304,028			
CITY OF JOPLIN REIMBURSEMENT	54,742			
TOTAL FIRST RESPONSE DONATION FUND	998,189			

**Summary of First Response Fund Grants attached*

DUPLICATION OF BENEFIT FOR RIGHT-OF-ENTRY:	**DUPL OF BENEFIT**	**AMOUNT**	**%**
DESCRIPTION	**AMOUNT**	**COLLECTED***	**COLL**
RIGHT-OF-ENTRY INFORMATION	629,102	599,007	95%

**Amount remitted to FEMA as duplication of benefit for cleanup on private property by Corps of Engineers*

First Response Fund Balance

As of May 8, 2015

Deposits					
	Contributions	$	972,470.44		
Interest Income			25,731.50		
	Total Income	**$**	**998,201.94**		
Payments					
	Grant Check Written	$	500.00	National Center for Prevention of Home Improvement Fraud	Grant Cycle I
	Grant Check Written	$	99,600.00	Weather Alert Radio's	Grant Cycle I
	Grant Check Written	$	40,000.00	Area Agency on Aging-Delivery Truck	Grant Cycle I
	Grant Check Written	$	20,000.00	Legal Aid-Legal Services for low income residents impacted by storm	Grant Cycle I
	Grant Check Written	$	6,000.00	Big Brothers Big Sisters-Storm impacted program expenses	Grant Cycle I
	Grant Check Written	$	25,000.00	St Bernard/Rebuild Joplin-Materials & Staff for rebuilding	Grant Cycle I
	Grant Check Written	$	50,000.00	Joplin Family Worship-Volunteer expenses & operating supplies	Grant Cycle I
	Grant Check Written	$	4,000.00	Economic Security-Playground	Grant Cycle I
	Grant Check Written	$	25,000.00	JLTRC-Furniture & Appliances	Grant Cycle I
	Grant Check Written	$	25,000.00	Arc of Ozarks-6 bedroom duplexes	Grant Cycle I
	Grant Check Written	$	15,000.00	Community Support Services-Residential Safe Room	Grant Cycle I
	Grant Check Written	$	10,994.82	Freeman Health-2 Light Towers	Grant Cycle I
	Grant Check Written	$	30,000.00	Ozark Center-Texting Help Program	Grant Cycle I
	Grant Check Written	$	8,000.00	Independent Living Center-Assistance for Disabled Individuals	Grant Cycle I
	Grant Check Written	$	23,052.95	Catholic Charities-Major Appliances for people affected by tornado	Grant Cycle I
	Grant Check Written	$	25,000.00	St Bernard/Rebuild Joplin-Materials & Staff for rebuilding	Grant Cycle I
	Grant Check Written	$	36,000.00	Joplin Family Y-After-School care for children with behavioral and emotional trauma	Grant Cycle I
	Grant Check Written	$	12,703.93	Crosslines Church-Office Manager for Multi-Agency Warehouse	Grant Cycle II
	Grant Check Written	$	19,900.00	Joplin Family Y-Summer Care for children with behavior and emotional trauma	Grant Cycle II
	Grant Check Written	$	15,440.00	Joplin Family Y-CPR & AED Training	Grant Cycle II
	Grant Check Written	$	35,000.00	Joplin Habitat for Humanity-Family Services Manager	Grant Cycle II
	Grant Check Written	$	10,000.00	Art Feeds-R-VIII Elementary Schools	Grant Cycle II

Grant Check Written	$	35,000.00	Children's Haven-Sheltering Services	Grant Cycle II
Grant Check Written	$	8,230.00	Boys & Girls Club-Radio's & Lighting for severe weather	Grant Cycle II
Grant Check Written	$	4,996.80	Area Agency on Aging-Alarm & Overhang on Front Door	Grant Cycle II
Grant Check Written	$	30,000.00	Shelters for Turnaround Ranch	Grant Cycle II
Grant Check Written	$	25,000.00	Joplin R-VIII-Snackpacks for students	Grant Cycle II
Grant Check Written	$	50,000.00	Children's Haven-Shelter at New Facility	Grant Cycle III
Grant Check Written	$	50,000.00	Rebuild Joplin-AmeriCorps Volunteers	Grant Cycle III
Grant Check Written	$	20,000.00	Lafayette House-Emergency Generator	Grant Cycle III
Grant Check Written	$	4,200.00	SW Mo Arthritis Association-Replacement Wheelchairs	Grant Cycle III
Grant Check Written	$	45,000.00	Joplin Habitat For Humanity-15 Shelters at Residential Homes	Grant Cycle III
Grant Check Written	$	10,000.00	Immanuel Lutheran Church-Tornado shelter at school campus	Grant Cycle III
Grant Check Written	$	20,000.00	Rebuild Joplin-repair homes	Grant Cycle III
Grant Check Written	$	25,000.00	Catholic Charities-Construction of Low-Income Homes/Credit Assistance	Grant Cycle III
Grant Check Written	$	9,991.99	New Creation Church-work materials & youth managers to repair tornado damaged homes	Grant Cycle III
Grant Check Written	$	9,216.00	Boys & Girls Club-move 2 FEMA shelters	Grant Cycle III
Grant Check Written	$	4,608.00	Girl Scouts-move 1 FEMA shelter	Grant Cycle III
Grant Check Written	$	4,608.00	Ozark Center-move 1 FEMA shelter	Grant Cycle III
Grant Check Written	$	13,824.10	Joplin Workshops-move 3 FEMA shelters	Grant Cycle III
Grant Check Written	$	9,216.00	Peace Lutheran-move 2 FEMA shelters	Grant Cycle III
Grant Check Written	$	9,216.00	Jasper County Sheltered Fac-move 2 FEMA shelters	Grant Cycle III
Grant Check Written	$	19,148.00	Jasper County Sheltered Fac-shelter at 2929 N Hickory	Grant Cycle III
Postage Charge by CFO	$	13.20		
Total Disbursements	**$**	**943,459.79**		

FIRST RESPONSE FUND BALANCE	$	54,742.15
Reimbursement to City of Joplin-2011		$7,989.00
Reimbursement to City of Joplin-2012		$7,200.79
Est Reimbursement to City of Joplin-2013		$125.94
Est Reimbursement to City of Joplin-2014		$135.63
Sub-Total		$15,451.36
Balance granted to City of Joplin		$39,290.79
FIRST RESPONSE BALANCE		**$0.00**

Paid by CFO 5-4-2015 Check #539748

Paid by CFO 5-4-2015 Check #539749

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2018 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2020-252

Case 006-20: 2307 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-O (Commercial Office) for the purpose of future commercial development. – Charles & Connie Brewer

Andrew Bright, 602 Fountain Rd., Webb City, MO. He is representing Charles & Connie Brewer. The property is in the process of being sold. The future owners are here and willing answer questions for you.

Mr. Ramsour stated he drove by and on the Connecticut side there are two driveways that go up to two houses that combine and are shared. How will the residents get to their house?

Mr. Bright stated the future owners would be able to answer that but from his understanding the driveways will be rerouted to one side of the property in order to make the frontage parcels larger.

Mr. Eastman asked if they were planning on tearing down the homes?

Mr. Bright stated not to his knowledge.

Mrs. Koelkebeck wanted to know if the individual lots were going to sell as a block?

Mr. Bright stated they were selling them all together.

Mr. Ramsour asked if there anyone in favor of this request?

Mr. Dave Coleman and this is my son Jeff Coleman. Dave Coleman, 1030 SE Murphy Blvd, Joplin, MO Jeff Colman is 727 E 12th Street, Baxter Springs, KS. We are the future owners of the property so we would like to have the property rezoned. There is vegetation in the back on the proposed plan, and we need to find out the regulations on that, whether we needed a fence or what we needed. We plan to do low impact lighting and we are not a practice that stays open late.

Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN FOR CASE 006-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATIONFOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

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Z&P Meeting: February 10, 2020
City Council Meeting: February 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 006-20 A request to rezone from R-1 (Single-family Residential) to C-O (Commercial Office)

LOCATION 2307, 2315, 2321, & 2329 Connecticut Ave.

APPLICANT Andrew Bright

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential/Vacant	2.24 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-O
Land Use	Church	Single-family Residential	Single-family Residential	Medical Office

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as Commercial Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	Approximately 100'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as a commercial opportunity area. Development here will need to conform to the Connecticut Ave. corridor requirements.

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

The current zoning of R-1 is somewhat consistent with nearby parcels, however, many of nearby uses are of a medical or office variety as opposed to single-family residential, particularly those with frontage along Connecticut Ave.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-O should not be detrimental to the nearby property. Much of the area along Connecticut is transitioning to office and medical uses. These uses often do not generate large amounts of traffic throughout the day nor do they often emit or employ nuisances on the property.

DISCUSSION

The applicant recently applied for a rezoning on this property a few months ago but withdrew their application and had their case stricken. The applicant is now reapplying and including all of their property on Connecticut for the rezoning.

This part of Connecticut Ave. in particular is in transition to more office and medical service type uses. Rezoning to C-O would be compatible with nearby properties along the corridor and comply with the Future Land Use Map. In addition, as Connecticut is an arterial, the C-O district is appropriate for a street of this classification

Staff recommends approval of Case 006-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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.: 006-20
Filing Fee: $500.00
Date Advertised: 1-26-20
Date Notices Sent 1-23-20
Public Hearing Date: 2-10-20

APPLICANT: Andrew Bright PHONE: 620-313-0127
ADDRESS: 2300 E 7th Joplin, MO ZIP: 64801

OWNER: Charles & Connie Brewer PHONE: 918-964-0595
ADDRESS: 2307 Connecticut Ave. Joplin, Mo ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 2307 Connecticut Ave Joplin, MO 64801
2315 Connecticut, 2321 Connecticut Ave, 2329 Connecticut Ave (All Frontage owned by Charles & Connie Brewer

Present Zoning R1 Requested Zoning: CO Acreage:
Present Use of Property: Vacant / Residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Church	R-1
South	Residential	R-2-PD
East	Residential	R-1
West	Commercial	CO

Character of the Neighborhood: Commercial Growth

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? Yes
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

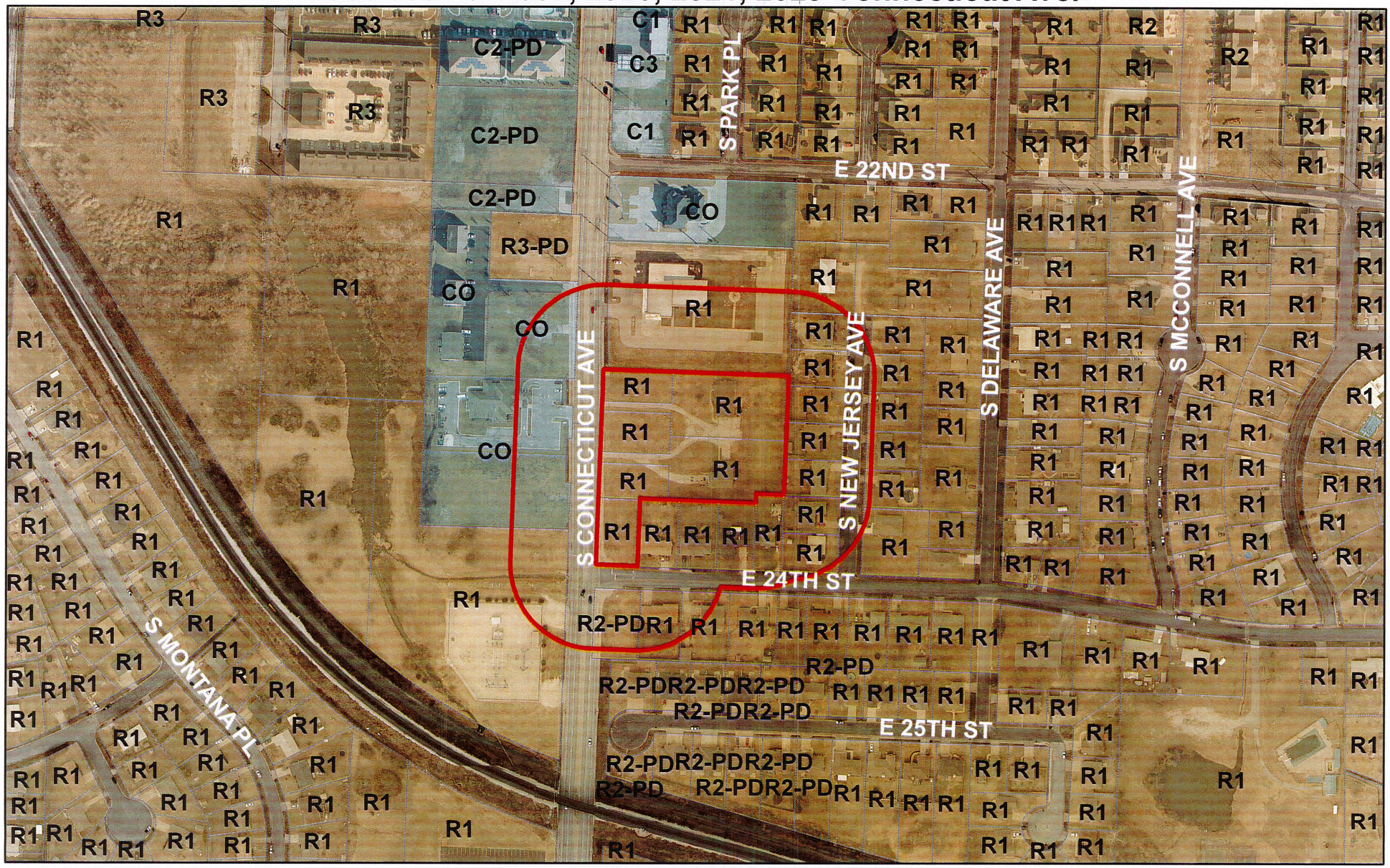
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Charles J. Brewer JR. Connie J. Brewer DATE: 12/4/19

EMAIL: cjbrewer@sbcglobal.net

TITLE: Owners

Case 006-20: 2307, 2315, 2321, 2329 Connecticut Ave.



Case 006-20: 2307, 2315, 2321, 2329 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-O (Commercial Office) for the purpose of future commercial development. – Charles & Connie Brewer

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-252 Rezone from R-1 to C-O

MEETING DATE:
February 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 006-20: 2307 Connecticut Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-O (Commercial Office) for the purpose of future commercial development. – Charles & Connie Brewer.

BACKGROUND:
The applicant recently applied for a rezoning on this property a few months ago but withdrew their application and had their case stricken. The applicant is now reapplying and including all of their property on Connecticut.

This part of Connecticut Ave. in particular is in transition to more office and medical service type uses. Rezoning to C-O would be compatible with nearby properties

PLANNING & ZONING COMMISSION TESTIMONY:
Andrew Bright, 602 Fountain Rd., Webb City, MO. He is representing Charles & Connie Brewer. The property is in the process of being sold. Mr. & Mrs. Brewer are selling all lots together.

Mr. Ramsour stated he drove by and on the Connecticut side there are two driveways that go up to two houses that combine and are shared. How will the residents get to their house?

Mr. Bright stated the future owners would be able to answer that but from his understanding the driveways will be rerouted to one side of the property in order to make the frontage parcels larger.

Mr. Eastman asked if they were planning on tearing down the homes?

Mr. Bright stated not to his knowledge.

Mrs. Koelkebeck wanted to know if the individual lots were going to sell as a block?

PUBLIC COMMENT;
Mr. Dave Coleman and this is my son Jeff Coleman. Dave Coleman, 1030 SE Murphy Blvd, Joplin, MO Jeff Colman is 727 E 12th Street, Baxter Springs, KS. We are the future owners of the property so we would like to have the property rezoned.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends be approved for Case 006-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2019-252, Staff Planning Report, P&Z Commission Minutes

P & Z Case 006-20
(P & Z Recommended Approval)
Andrew Bright

COUNCIL BILL NO. 2020-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-O property as described below and located 2307, 2315, 2321, & 2329 Connecticut, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-O:

> Property described as a part of Lot Number Twenty-one (21), Twenty-two (22), and Twenty-five (25) in Southmorland Acres Subdivision, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Beginning at the Northeast Corner of said Lot Number Twenty-one (21), thence S02°04'27"W along the East line of said Lot Twenty-one (21) and Twenty-two (22), 259.74 feet to a point 20.00 feet North of the Southwest Corner of said Lot Number Twenty-two (22), thence N87°57'34"W parallel to the South line of said lot number Twenty-two (22), 60.00 feet, thence S02°04'27"W parallel to the East line of said Lot number Twenty-two (22), 20.00 feet to the South line of said Lot number Twenty-two (22), thence along said South line N87°57'34"W, 249.46 feet to a point that is 90.00 feet East of the Southwest corner of Lot Number Twenty-two (22) , thence S02°04'03"W, 130.30 feet to a point that is 90.00 feet East and 20.00 feet North of the Southwest corner of said Lot Numbered Twenty-five (25) said point being on the North Right-of-Way line of 24th Street, thence along said Right-of-Way line N87°57'34"W, 20.00 feet to the Easterly Right-of-Way of Connecticut Avenue, thence along said Easterly Right-of-Way N42°58'05"W, 42.40 feet, thence continuing along said Right-of-Way N02°04'03"E, 379.90 feet to a point on the North line of said Lot Number Twenty-one (21) that is 40.00 feet East of the Northwest Corner of said Lot Number Twenty-one (21), thence along the North line of said Lot Number Twenty-one (21) S87°58'24"E, 359.86 feet to the Point of Beginning, being subject to all easements, rights-of-way, and reservations of record, containing 2.42 acres more or less.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
FEBRUARY 3, 2020
MEETING MINUTES

CALL TO ORDER

The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean; Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards.

PRESENTATIONS

City Clerk Barbara Gollhofer administered the oath of office to the following Police Department personnel: Sloan Rowland: Chief of Police; Brian Lewis: Assistant Chief of Police; William Davis: Captain; and Jason Stump: Sergeant.

Joplin Area Chamber of Commerce President Toby Teeter presented a quarterly Economic Development update.

Clifford Wert, Chairman of Vision Joplin 2022 and members of the Vision 2022 Committee presented a mid-five-year update on the status of projects and initiatives recommended by Vision 2022 in 2017.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Barbara Gollhofer.

Public Hearing for Council Bill No. 2020-250

Mayor Shaw opened the Public Hearing

Gerald Morton appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2020-250 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4240 Highway 43, City of Joplin, Newton County, Missouri. Motion by Mr. Stanley, second by Mr. Lawson to pass Council Bill No. 2020-250 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-250.**

Public Hearing for Council Bill No. 2020-251

Mayor Shaw opened the Public Hearing

Susan Jarrett, co-owner of Driven, 1860 W. 20th St, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Council Bill No. 2020-251- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 1860 W 20th Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Dr. Reid Adams to pass Council Bill No. 2020-251 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-251.**

CONSENT AGENDA

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

Minutes of the January 21, 2020 City Council Meeting

COUNCIL BILL NO. 2020-602 - an ordinance authorizing the City of Joplin to enter into a first amendment to memorandum of understanding with the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation ("Friends Group") for the purpose of establishing responsibilities in maintaining and operating Wildcat Park; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin. **Ordinance No. 2020-012**

RESOLUTIONS

Mr. Stanley introduced Resolution No. 2020-002 - a resolution designating the "gap cost" for the purchase of prior service credit for those Tier II public safety employees voluntarily migrating to the LAGERS retirement system as an employer contribution. Motion by Mr. Stanley, second by Mr. Cortez to approve Resolution No. 2020-002. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. **Resolution No. 2020-002** was approved.

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2020-105 - an ordinance approving an agreement and a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Fifty-Six Thousand Eight Hundred and No/100 Dollars ($156,800.00) for the Baker's Branch Interceptor Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2020-105 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-013**

Mr. Stinnett introduced Council Bill No. 2020-106 - an ordinance approving a construction agreement with Blevins Asphalt Construction, Co., Inc. for street milling and overlaying in the not to exceed amount Nine Hundred Thirty-Two Thousand Two Hundred Fifty-Six and 07/100 Dollars, ($932,256.07) for the 2020 Mill and Overlay project; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-106 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-014**

Mr. Stanley introduced Council Bill No. 2020-107 - an ordinance approving a construction agreement with Vance Brothers Inc. for street microsurfacing in the not to exceed amount Seven Hundred Eighteen Thousand Nine Hundred Ninety and 14/100 Dollars ($718,990.14) for the 2020 Microsurfacing Project; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2020-107 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-015**

Mr. Stinnett introduced Council Bill No. 2020-400 - an ordinance authorizing the City of Joplin to execute Work Authorization #6 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Six Hundred Fifteen Thousand, Seven Hundred and Twenty-Four Dollars ($615,724) and authorizing the Interim City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2020-400 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-016**

Mr. Cortez introduced Council Bill No. 2020-500 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2020-500 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-017**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Request to Address Council: Allen Shirley, 3510 S. Alabama, Joplin, requested to address Council regarding the operation of the Joplin Historical and Mineral Museum, stating he considers the museum to be "unfinished business" and the City should list the operation of the museum as a priority.

News from the Public Information Office

A reminder to citizens about two upcoming elections and the registration to vote deadline is drawing near. On March 10, Missouri is holding their Presidential Preference Primary and citizens need to be registered to vote by February 12. Our Municipal Election is set for April 7 when voters will decide their City Council, School Board members and other local questions. Citizens need to register by March 11 to participate in this election. For more details on registration and other voting questions, please contact your County Clerk office, which manages these elections.

Congratulations Resolution: Mayor Shaw read a resolution submitted by Council Member Monteleone that expressed congratulations to the Kansas City Chiefs for winning Superbowl LIV. Motion by Mr. Monteleone, second by Mr. Brown to approve the Resolution. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

Mr. Stanley and Mr. Stinnett addressed the issue of emergency ordinances. They would like to have staff explain during the introduction of an emergency council bill what constitutes an emergency measure so that citizens will have a better understanding of the phrase "emergency clause".

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; as set forth in Section 610.021(3) RSMo, as amended, 2019. 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. Cortez, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

There being no further business, the meeting adjourned at 8:16 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-250-Rezone to C-3 (Commercial)

MEETING DATE:
February 3, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 001-20: 4240 Hwy 43. - A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the purpose of the continued operation of a truck stop – Truckstop Distributors Inc.

BACKGROUND:
This property was annexed into the City of Joplin in 2006 and Truckstop Distributors, Inc is requesting the rezoning in order to move forward on plans to renovate and remodel the site. The need for a building permit triggered this requirement to rezone. A change to C-3 would be consistent with the uses around this interchange, and compatible with the Future Land Use Map.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerald Norton, Olsson Inc., 702 S. Main Street, Joplin, MO, representing Truckstop Distributors, Inc. This property, Petro Truck Stop, was voluntarily annexed into the City of Joplin in 2007 and the city policy was for the property to be R-1 (Single Family Residential) and it has not been rezoned. In a meeting with city staff, they recommended that the property be rezoned as C-3 (Commercial District).

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-2020 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommend approval for Case 001-20 (6 in Favor, 0 Nays, 1 Absent)
Staff recommends approval of Case 001-20.

ATTACHMENTS
CB 2020-250, Staff Planning Report, P&Z Commission Minutes

CB 2020-250

Case 001-20: 4240 Hwy 43. - A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the purpose of the operation of a truck stop – Truckstop Distributors Inc.

Jerald Norton, Olsson Inc., 702 S. Main Street, Joplin, MO, representing Truckstop Distributors, Inc. This property, Petro Truck Stop, was voluntarily annexed into the City of Joplin in 2007 and the city policy was for the property to be R-1 (Single Family Residential) and it has not been rezoned. In a meeting with city staff, they recommended that the property be rezoned as C-3 (Commercial District).

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN FOR CASE 001-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATIONFOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS,

Z&P Meeting: January 13, 2020
City Council Meeting: February 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 001-20 A request to rezone from R-1 (Single-family Residential) to C-3 (Neighborhood Commercial)

LOCATION 4240 Hwy 43

APPLICANT Truckstop Distributors, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Truckstop	69.1 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1/I-44	R-1	R-1	R-1
Land Use	Vehicle/Equipment Sales	Fuel Sales/Firework Sales	Truckstop	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for Future Retail Commercial

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Hwy 43	Arterial	120'
W. Cedar Dr.	Local	40'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

A portion of this property in the Southwest corner is in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property, as well as all of those around this interchange with I-44 as Future Retail Commercial.

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

The current zoning of R-1 is consistent with nearby parcels but is not suitable for this area. This property was annexed into Joplin in 2006, and many of the surrounding properties followed suit in the following years. All of these properties are currently zoned R-1 as that is the default zoning given to newly annexed properties. The future land use map does indicate that this property be used for retail commercial, and it is being used as such.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property, most if not all of the surrounding properties are of similar uses that would be permitted in the C-3 zoning district.

DISCUSSION

The applicant is requesting the rezoning in order to move forward on plans to renovate and remodel the site. The need for a building permit triggered this requirement to rezone. This property was annexed into Joplin in 2006, and still carries the default designation of R-1. A change to C-3 would be consistent with the uses around this interchange, and compatible with the Future Land Use Map.

Staff recommends approval of Case 001-20.

ATTACHMENTS

- Application
- Map

RECEIVED
12-6-19

REZONING APPLICATION FORM

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.: 001-20
Filing Fee: $500.00
Date Advertised: 12-29-19
Date Notices Sent 12-30-19
Public Hearing Date: 1-13-20

APPLICANT: Truckstop Distributors, Inc. PHONE: 563-468-5228
ADDRESS: P.O. Box 639, Walcott, Iowa ZIP: 52773

OWNER: Truckstop Distributors, Inc. PHONE: 563-468-5228
ADDRESS: P.O. Box 639, Walcott, Iowa ZIP: 52773

LOCATION/ADDRESS OF PROPERTY: I44 & Mo. Hwy. 43 Interchange
4240 Hwy. 43, Joplin, Mo. 46804

Present Zoning R1 Requested Zoning: C3 Acreage: 69.1 Acres
Present Use of Property: Joplin Petro Truckstop, Restaurant, Motel

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	L&E Martin Oil Company (North of I-44)	R1
South	Pilot Travel Center	R1
East	Gas Station and KOA Campground	R1
West	Residential	Unzoned; outside city limits

Character of the Neighborhood: This area is a high density commercial use which caters to interstate traffic

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   Yes, it is the intent of the city to rezone adjacent parcels in the future
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Non-Conforming Use under current R1 Zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Mo. Hwy 43
2. Classification of Street(s):
   Arterial Mo. Hwy 43 Collector _____ Local _____
3. Right-of-Way Width: Varies
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No, Truckstop entrance is signalized.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Petro and the adjacent parcels voluntarily annexed into the City of Joplin. Under city policy the parcels were annexed under R1 zoning. The city is now rezoning to address non-conforming use.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

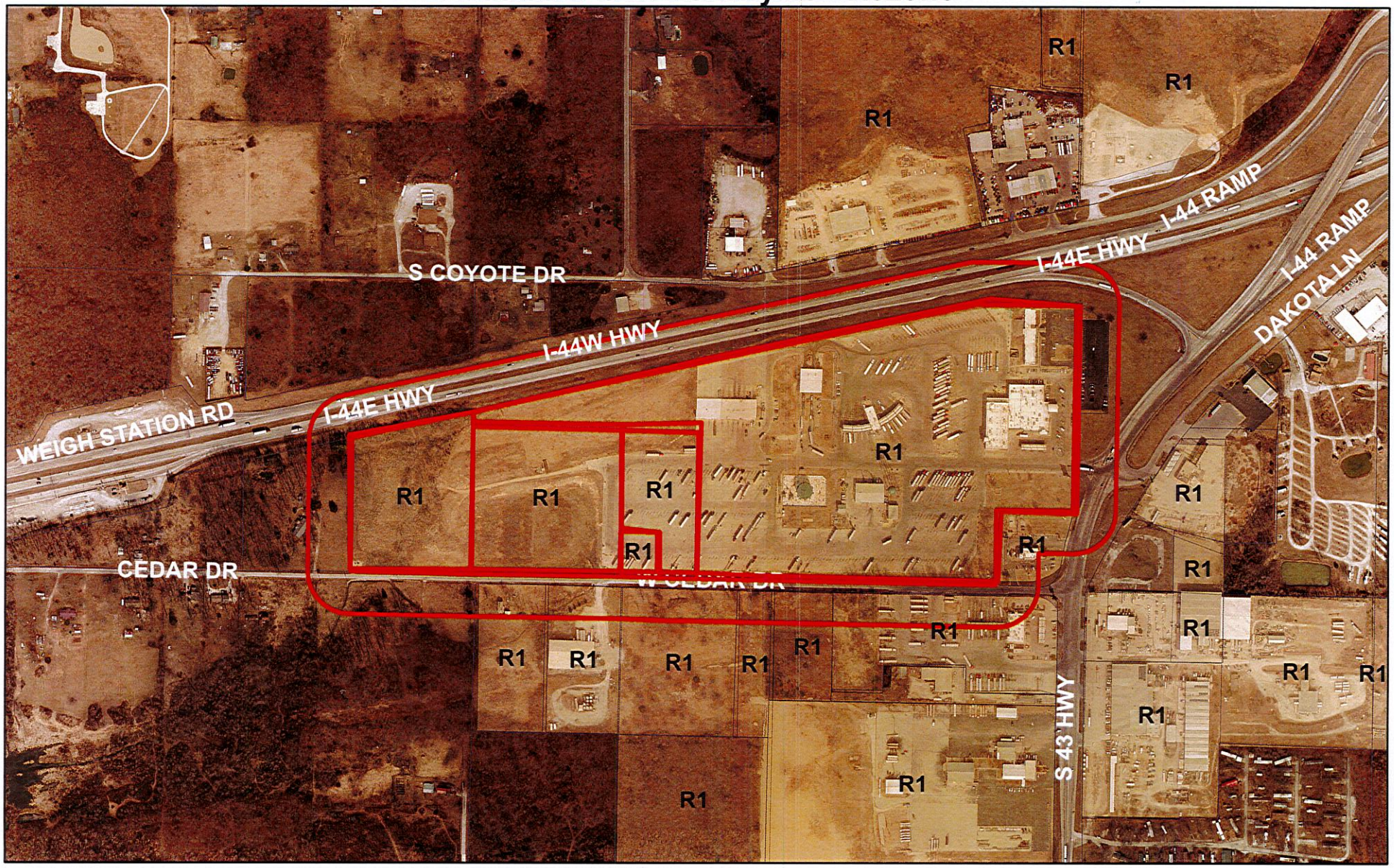
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Olsson, Inc. Jerald Norton DATE: 12/6/2019

EMAIL: jnorton@olsson.com

TITLE: Olsson, Inc. Senior Engineer

Case 001-20: 4240 Hwy 43 - Rezone



Case 001-20: 4240 Hwy 43. - A request to remove from District R-1 (Single-family Residential) and include in C-3 (Commercial) for the purpose of operating a truck stop – Truckstop Distributors Inc.

N

0 250 500 1,000 1,500 2,000 Feet

P & Z Case 001-20
Truckstop Distributions Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4240 Highway 43, City of Joplin, Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

Part of the North half of Section 5 and part of the North half of Section 4, T26, R33, Newton County Missouri, being more particularly described as follows: commencing at the East Quarter Corner of Section 5, T26, R33, Newton County Missouri, thence N00°59'36"E 330.03 feet to the point of beginning; thence N89°00'24"W 330.00 feet; thence S00°59'36"W 252.86 feet to a point on the North right-of-way of Cedar Drive; thence along the North right of way of Cedar Drive the following courses; N89°00'24"W 970.81 feet; thence N88°57'41"W 327.10 feet; thence N88°56'24"W 1,502.21 feet; thence leaving the North right-of-way of Cedar Drive; thence N01°16'09"E 601.03 feet to a point on the South right-of-way of US Interstate 44; thence along the South right-of-way of US Interstate 44 the following courses; thence N77°50'58"E 875.53 feet; thence N77°51'22"E 1258.73 feet; thence N7758'38"E 660.28 feet; thence S89°00'24"E 426.68 feet; thence S65°22'01"E 131.18 feet; thence S89°09'50"E 48.00 feet; thence S58°25'37"E 136.14 feet to a point on the West right-of-way of Mo. State Hwy. 43; thence along the West right-of-way of Mo. State Hwy. 43 the following courses; thence S01°00"14"W 155.00 feet; thence S35°44'18"W 221.69 feet; thence N89°09'49"W 159.00 feet; thence N89°00'24"W 20.00 feet; thence S00°59'36"W 447.00 feet to the point of beginning. Containing 69.1 acres more or less, less any taken for right-of-way purposes, more generally known as 4240 Hwy. 43.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-251-Rezone to C-3 (Commercial)

MEETING DATE:
February 3, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 002-20: 1860 W 20th St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of vehicle sales – Driven

BACKGROUND:
The applicant is requesting the rezoning in order to begin operation of a used car dealership. The Vehicle Sales use is only permitted in C-3 and M-1 zoning districts. While the increase in intensity to C-3 does conflict with the nearby R-1 lots, the Future Land Use map does show the corridor to be Future Retail Commercial. The 20th Street corridor designation, as well as the Zoning Code's buffer requirements, does provide mitigation opportunities to lessen the conflict between the uses.

PLANNING & ZONING COMMISSION TESTIMONY:
Paul Goodman, Driven, 1860 W. 20th Street, Joplin, MO. He is a franchise dealer of LaFond motorcycles, and they are inside the building not outside. This property is currently C-O (Non-Retail Commercial District) and he would like to rezone to C-3 (Commercial). There are no repairs, just sales only. The neighbors had stated to me that this property use to be Triumph Motorcycle sales.

Mr. Eastman wanted to know if when the property was purchased did he know it was not zoned properly?

Mr. Goodman stated that he did not. He was told it was zoned Commercial. We have had the cars there since purchase of the property and the neighbors were pleased with the operation.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-2020 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommend approval for Case 002-20 (6 in Favor, 0 Nays, 1 Absent)
Staff recommends approval of Case 002-20.

ATTACHMENTS
CB 2020-251, Staff Planning Report, P&Z Commission Minutes

CB 2020-251

Case 002-20: 1860 W 20th St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of vehicle sales – Driven

Paul Goodman, Driven, 1860 W. 20th Street, Joplin, MO. He is a franchise dealer of LaFond motorcycles, and they are inside the building not outside. This property is currently C-O (Non-Retail Commercial District) and we would like to rezone to C-3 (Commercial). There are no repairs, just sales only. The neighbors had stated to me that this property use to be Triumph Motorcycle sales.

Mr. Eastman wanted to know if when the property was purchased did he know it was not zoned properly?

Mr. Goodman stated that he did not. He was told it was zoned Commercial by his agent. We have had the cars there since purchase of the property and the neighbors were pleased with the operation.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Parker. They did not.

Mr. Ramsour asked if there anyone in favor of this request? There was not. Is there was anyone against this request? There was not.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. KOELKEBECK FOR CASE 002-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATIONFOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: January 13, 2020
City Council Meeting: February 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 002-20 A request to rezone from C-1 (Neighborhood Commercial) to C-3 (Neighborhood Commercial)

LOCATION 1860 W 20th St.

APPLICANT Driven

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Auto Sales	Approximately 0.47 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-1	R-1	C-1
Land Use	Vehicle/Equipment Storage	Single-family Residential	Single-family Residential	Janitorial Service Provider Office

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for Future Retail Commercial

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 20th St.	Arterial	70'
S. Tyler Ave.	Local	80'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property, as well as the adjacent properties along the corridor as Future Retail Commercial. This property is located in the 20th Street Development Corridor. The requested zoning is shown to be appropriate for this portion of the corridor based on the Future Land Use Map.

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

The current zoning of C-1 is consistent with nearby parcels and is suitable for this area. This property is a corner lot with frontage on an arterial street. Neighborhood Commercial uses would be appropriate for this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 may affect the R-1 properties near this lot. C-3 is the most intense commercial district. Rezoning may create a significant conflict with the nearby R-1 properties.

DISCUSSION

The applicant is requesting the rezoning in order to begin operation of a used car dealership. The Vehicle Sales use is only permitted in C-3 and M-1 zoning districts. While the increase in intensity to C-3 does conflict with the nearby R-1 lots, the Future Land Use map does show the corridor to be Future Retail Commercial. In addition, across the street as well as only a few lots to the West are more intense zoning districts. The 20th Street corridor designation, as well as the Zoning Code's buffer requirements, does provide mitigation opportunities to lessen the conflict between the uses.

Staff recommends approval of Case 002-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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.: 002-20
Filing Fee: $500.00
Date Advertised: 12-29-19
Date Notices Sent 12-30-19
Public Hearing Date: 1-13-20

APPLICANT: Driven PHONE: 417-726-5054
ADDRESS: 1860 W. 20th Joplin MO, 64804 ZIP:

OWNER: Susan Garrett + Paul Goodman PHONE: 620-704-7213
ADDRESS: 1860 W. 20th Joplin MO, 64804 ZIP:

LOCATION/ADDRESS OF PROPERTY: 1860 W. 20th Joplin, MO, 64804

Present Zoning C-1 Requested Zoning: ~~C-2~~ C-3 Acreage:
Present Use of Property: Motorcycle + Auto Sales Retail Sales NO Repairs

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Mandalors	Commercial
South	Transportation complex	Commercial
East	Gilton	Industrial - Comm
West		

Character of the Neighborhood: Commercial mixed - Retail Uses

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning? * Retail Uses
   If yes, explain: New Motorcycle Sales + Auto Sales

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?

2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: _____
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   Electricity? _____
   Gas? _____
   Sewers? _____
   Water? _____
5. Additional Comments: It's zoned for Retail uses we keep and sell all the new motorcycles Indoor and display

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

We keep it very clean and Attractive

* Also we have no sidewalks or curbs on property

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

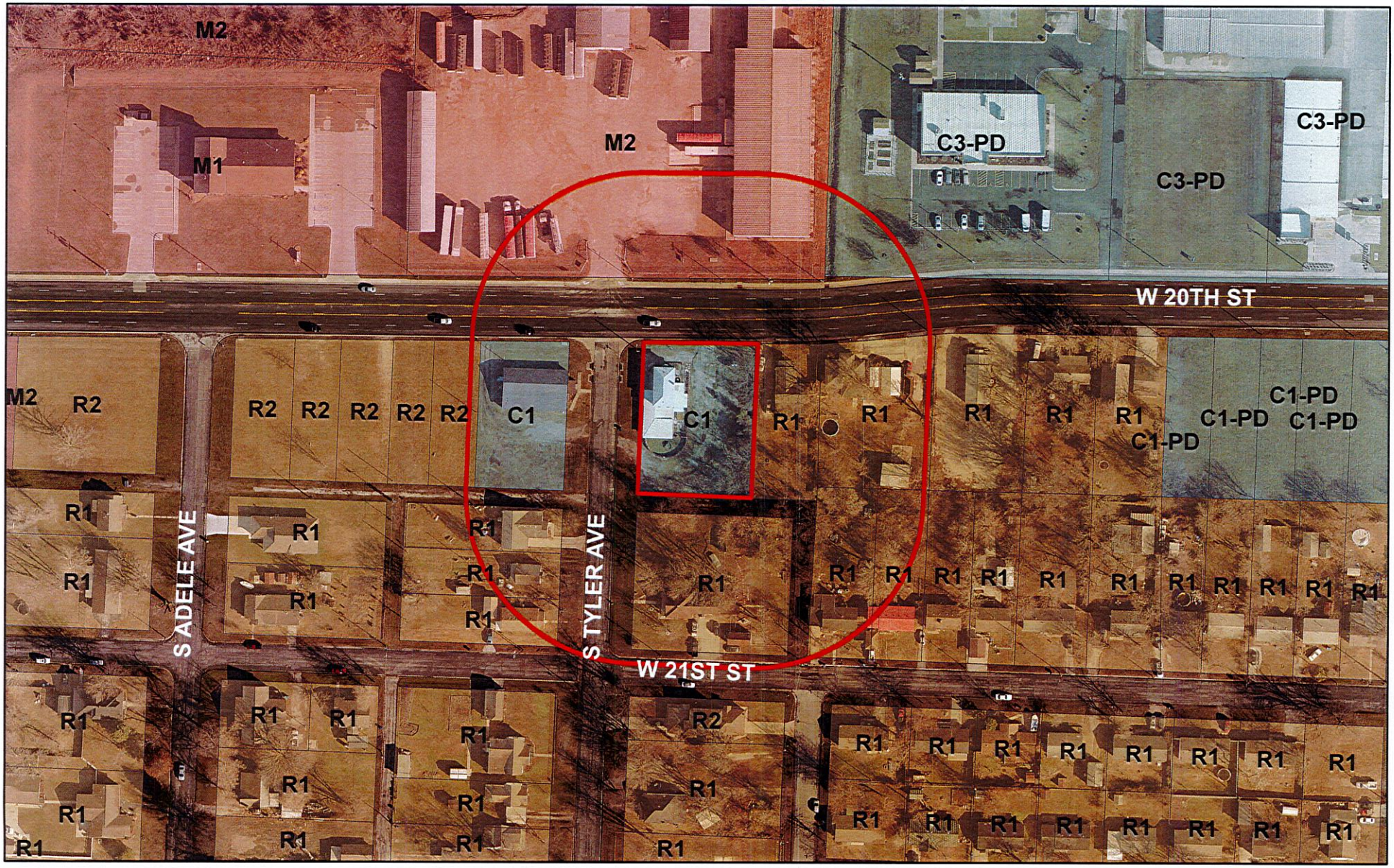
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 12-23-2019

EMAIL: drivem1860@gmail.com

TITLE: Agent Owner

Case 002-20: 1860 W 20th St. - Rezone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P & Z Case 002-20
Driven
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 1860 W 20th Street, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

All of lots numbered 2 and 3 in Bartlett's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Crane Road/Arbor Hills Area Lift Station Elimination	

WORK AUTHORIZATION NUMBER AMA-OC20-003
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-003 exceed the sum of Two Hundred Twelve Thousand Eight Hundred Dollars ($212,800).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-003 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Crane Road/Arbor Hills Area Lift Station Elimination)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally south of 32nd Street on Crane Road/Tanyard Drive, south to Old Baxter Springs Road/Canary Drive, East along Baxter Springs Road/Canary Drive, then south within existing Right-of-Way and then East within existing Right-of-Way to a connection point to a new installed gravity river crossing just North of Shoal Creek and West of Coyote Drive. The new gravity sewer line connection line that crosses Shoal Creek is anticipated to be installed as part of the Tin Cup parallel force main installation project, by Others.

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 5,600 LF of new 12-inch diameter sanitary sewer main and 1,000 LF of new 8-inch diameter sewer main and associated appurtenances will be part of the project. There will also be 2 City Owned lift stations (Arbor Hills II and Crane Road) taken off line as part of this project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line improvements, as desired by the OWNER. Services will be provided part time, as requested, with an estimated construction duration of 6 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 5 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

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

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

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

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the

interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

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

1.4.2. Duties and Responsibilities of RPR.

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

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

1.5 Right-of-Way/Easement Acquisition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and anticipated to be submitted to the OWNER 9 to 15 months after the receipt of the Notice to Proceed. The Design and Bidding of the Project shall be coordinated and scheduled as reasonably possible to coincide with the Tin Cup Parallel Force Main Project, by Others, which is anticipated to include provisions for extending gravity sewer service under Shoal Creek. Bidding, Construction Phase and any Inspection requested are anticipated to be based upon an anticipated 6-month construction time period. Right-of-Way/Easement Acquisition efforts, if determined necessary, shall begin immediately upon receipt of Notice To Proceed.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $212,800, as set forth in Work Authorization Number AMA–OC-020-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$67,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$25,000	
Subtotal Standard Project Engineering Services		$92,000
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$108,000	
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)	$12,800	
Total Estimated Maximum Fee – All Services		$212,800

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2020

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

HOURLY LABOR RATES

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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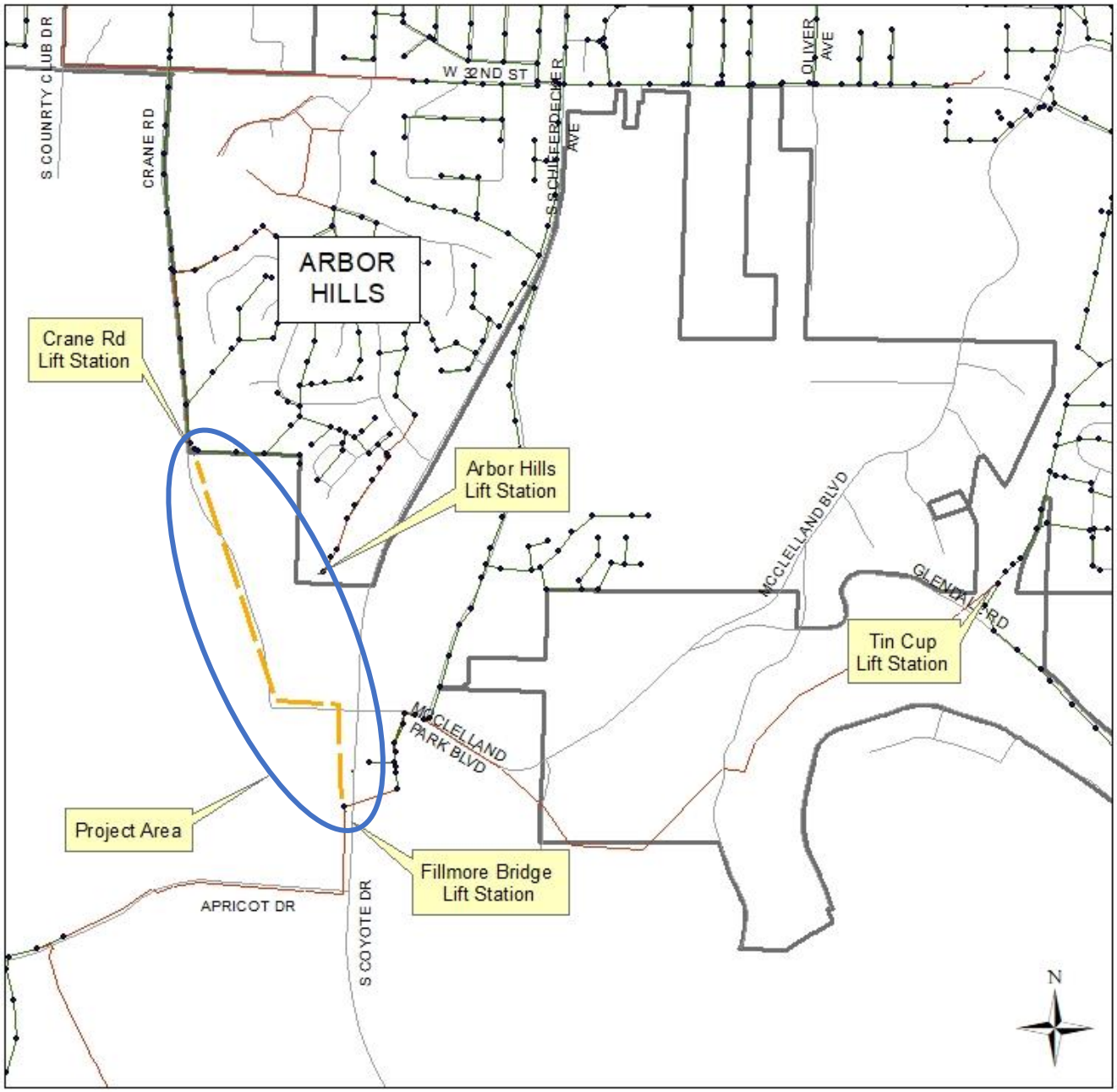
NON–LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT MAP - Work Authorization AMA-OC20-003
Crane Road/Arbor Hills Area Lift Station Elimination Project



COUNCIL BILL NO. 2020-108 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars ($212,800.00) for the Crane Road/Arbor Hills Area Lift Station Elimination Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars ($212,800.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-108

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-108
Work Authorization for the Crane Road/Arbor Hills Area Lift Station Elimination Project

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Crane Road/Arbor Hills Area Lift Station Elimination Project in the not to exceed amount of Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars ($212,800.00)

BACKGROUND
The Crane Road lift station was built twenty years ago as part of the 5th phase of the expansion of the Arbor Hills subdivision near W. 32nd Street & S. Shifferdecker Ave. Twelve years ago, a public interceptor line was installed along Crane Road northward to W. 26th Street. The lift station continues to pump wastewater flows through 3400 LF of pressure pipe into a gravity system located within Arbor Hills. Fifteen years ago, another lift station was built as part of the 9th phase of the Arbor Hills subdivision. This smaller lift station continues to pump wastewater flows through 2000 LF of pressure pipe into a gravity system located within Arbor Hills

The recently completed 2019 Wastewater Facilities Plan, done by AMA, indicates that the Crane Road lift station is due for upgrades. Because it now serves the wastewater needs within a basin that extends northward up to the Twin Hills Country Club, the lift station is no longer capable of handling the increased flows from development uphill from it. Furthermore, the Wastewater Facilities Plan outlines an approach for eliminating the Crane Rd. and the referenced Arbor Hills lift stations, along with an additional one much higher within the same drainage basin. By extending gravity sewers downhill to Shoal Creek, which lies almost 4,000 feet to the south, these lift stations can be eliminated. The cost of upgrading each of the 3 lift stations in this basin would cost $680,000 more in construction costs than the cost to eliminate them. An additional benefit to the City would be the reduction of operations and maintenance costs associated with each lift station. The City's wastewater maintenance staff currently maintain 27 lift stations around town; it is in the City's best interest to reduce the burden of lift station maintenance whenever possible.

City staff envision that these new gravity sewers will tie into a future gravity line under Shoal Creek, anticipated as part of the Tin Cup Parallel Force Main project. See the attached Exhibit Map for reference. AMA was selected as the most qualified on-call consultant because of their involvement with the Tin Cup Parallel Force Main project and the Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding. Public Works intends

to provide construction inspection and administration. Due to the connectivity between this project and the Tin Cup Parallel Force Main project, it is important to begin the design soon. Furthermore, because the optimum time for performing topographic surveys is prior to the end of winter, it is imperative that this project be approved by Council as quickly as possible.

FUNDING SOURCE

These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization, on an Emergency basis; being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

ATTACHMENTS

Exhibit Map; CB 2020-108 Ordinance; Work Authorization AMA-OC20-003

National Pretreatment Program

(40 CFR 403)

Fact Sheet 1.0: Pretreatment Streamlining Rule Summary of Changes Made Under the Streamlining Rule

What is the Streamlining Rule?

The Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection.

How does the Streamlining Rule reduce the burden on the Control Authority?

The Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes, listed below, allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment.

- Control Authorities may authorize an IU subject to categorical Pretreatment Standards to reduce sampling of a pollutant if the IU demonstrates that a given pollutant is neither present nor expected to be present in the discharge. [§§ 403.8(f)(2)(v) and 403.12]
- Control Authorities may authorize the use of equivalent concentration limits in lieu of mass limits for Categorical Industrial Users (CIUs) in certain industrial categories. [§ 403.6(c)(6)]
- Control Authorities may issue general control mechanisms to groups of Significant Industrial Users (SIUs) that are substantially similar. [§ 403.8(f)(1)(iii)]
- Control Authorities may reduce oversight of certain Categorical Industrial Users based on percentage of contribution to the POTW.
- Control Authorities may reduce oversight of certain Industrial Users that may be reclassified as Non-Significant Categorical Industrial Users (NCSIUs).

What other significant changes were made under the Streamlining Rule?

In finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program. The Rule:

- Provides greater flexibility in the use of certain sampling techniques.
- Allows in certain circumstances Control Authorities to express CIUs' concentration-based categorical Pretreatment Standards as equivalent mass limits. [§ 403.6(c)(5)]

- Clarifies that POTWs may use Best Management Practices (BMPs) as alternatives to numeric limits that are developed to protect the POTW, water quality, and sewage sludge.
- Clarifies the definition of significant noncompliance (SNC) as it applies to violations of instantaneous and narrative requirements, and late reports.
- Makes other miscellaneous changes designed to maintain consistency with the NPDES regulations or to correct typographical errors.

Are any of the changes in the Streamlining Rule required?

Yes, there are required changes in the Streamlining Rule. The majority of the regulatory changes, however, are not required. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If a State wishes to implement these requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

Which changes are required changes?

EPA has identified the 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate State or POTW authorities. These required changes are outlined in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes. Available at: http://www.epa.gov/npdes/pubs/pretreatment_streamlining_required_changes.pdf.

How do Control Authorities and IUs implement these changes?

In order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18. In some cases, State laws must be changed before the Control Authority can incorporate streamlining changes. Industries must comply with requirements from the Streamlining Rule that are more stringent than existing requirements, but may not implement changes that result in less stringent requirements (e.g., reduced monitoring) unless the Control Authority has modified its individually approved pretreatment program and any associated control mechanisms to include the less stringent requirement.

Where can I get more information?

The Streamlining Rule was published in the Federal Register on October 15, 2005 (70 Fed. Reg. 60134). You can get a copy of the rule at EPA's Pretreatment Web site, http://cfpub.epa.gov/npdes/home.cfm?program_id=3 Information is also available from your State or from EPA.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Lynden Lawson		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: (417) 680-7200	Fax: (417) 680-7300
Phone: (417) 624-0820 X560	Fax: (417) 625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-020-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-020-001 exceed the sum of Thirty-eight Thousand and no/100 Dollars ($38,000.00).

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

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

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: January 15, 2020

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-020-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Technical Evaluation of Local Limits – RE Local Industrial Pretreatment Program)

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil engineering services.

1.1.2 In general, the Project consists of the following:

1.1.2.1 Prepare a written Technical Evaluation of the need to revise local limits established under the City of Joplin Local Pretreatment Program.

1.1.2.2 Review City of Joplin pretreatment ordinances and recommend revisions required to adopt provisions of the Streamlining Rule, and to incorporate revised local limits.

1.1.2.3 Review existing Industrial Wastewater Discharge permits; recommend revisions required to reflect revised local limits and to align permit language with the Streamlining Rule.

1.2 Written Technical Evaluation of Need to Revise Local Limits

ENGINEER shall provide the following services:

1.2.1 Conduct a kick-off meeting to finalize project scope, review provided data, and identify additional data that may be needed.

1.2.2 Review current local limits, WWTP influent and effluent flows and pollutant concentrations, sludge disposal flows and pollutant concentrations, permitted industrial wastewater discharge flows and pollutant concentrations, and determine pollutant flows and loads that are contributed by domestic/commercial sources.

1.2.3 Check local limits calculator spreadsheets prepared by City staff for each WWTP; identify additional data needed to finalize spreadsheet calculations; update calculator spreadsheets as required to determine need to revise local limits.

1.2.4 Assist in establishing revised local limits as required.

1.2.5 Prepare a written summary of the Technical Evaluation for each WWTP; submit to Missouri DNR and assist in responding to comments.

1.3 Streamlining Rule

ENGINEER shall provide the following services:

1.3.1 Review existing City pretreatment ordinances and identify modifications mandated by the Streamlining Rule.

1.3.2 Prepare a written summary of recommended revisions; review with City staff; submit to Missouri DNR.

1.3.3 Recommend modifications to pretreatment ordinances to incorporate revised local limits.

1.4 Industrial Discharge Permits

1.4.1 Review current existing Industrial Wastewater Discharge permits and recommend revisions required to reflect revised local limits and to align permit language with the Streamlining Rule

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. The written Technical Evaluation described in Section 1.2 will be completed in time to submit to Missouri DNR by July 1, 2020. Engineer will endeavor to complete the services described in Sections 1.3 and 1.4 by July 1, 2020. Completion of services is dependent upon the OWNER's timely response to Engineer's requests for information, and upon the Missouri DNR's timely review of Engineer's submissions.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the Hourly Labor Rates and Non-Labor Rates set forth in Attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $38,000, as set forth in Work Authorization Number AMA–OC-020-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b., with the estimated maximum fee broken down between respective tasks as follows:

Task	Estimated Fee
Written Technical Evaluation of Need to Revise Local Limits (Section 1.2)	$19,000
Streamlining Rule (Section 1.3)	$10,000
Industrial Discharge Permits (Section 1.4)	$ 9,000
Total Estimated Maximum Fee – All Services	$38,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule 2020

ATTACHMENT NUMBER ONE
RATE SCHEDULE
2020
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

H O U R L Y L A B O R R A T E S

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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N O N – L A B O R R A T E S

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2020-109 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Thirty-eight Thousand and no/100 Dollars ($38,000.00) to review and revise the City of Joplin Pretreatment Program to adopt the EPA's Revised Streamlining Rule, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Thirty-eight Thousand and no/100 Dollars ($38,000.00) to review and revise the City of Joplin Pretreatment Program to adopt the Streamlining Rule; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency 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.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-109 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. to review and revise the City of Joplin's Pretreatment Program to adopt the EPA's Revised Streamlining Rule; and containing an emergency clause.

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2020-109 Ordinance; Contract Agreement, Streamlining Facts Sheet and Streamlining Rules for Required Changes

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

SUMMARY
This Council Bill is an agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Thirty-eight Thousand and no/100 Dollars ($38,000.00) to review and revise the City of Joplin's Pretreatment Program to adopt the EPA's Revised Streamlining Rule.

BACKGROUND
The Rule revises several provisions of Environmental Protection Agency's (EPA) General Pretreatment Regulations. The objective of the Rule is to reduce the overall regulatory burden on industrial users and the Control Authority (in this case, the City of Joplin). The Rule gives the City flexibility to reduce the burden of technical and administrative requirements while still meeting the environmental objectives of the General Pretreatment Program. The EPA has identified 13 changes contained in the Rule that are more stringent than the original provisions of the General Pretreatment Regulations. The City's existing pretreatment ordinance must be reviewed, and a determination made as to which of these 13 changes apply to Joplin. It may be that not all 13 changes will be necessary, but undoubtedly a number of changes will be required. If the ordinance is not updated to incorporate the appropriate changes, the City will not be able to take advantage of the reduced regulatory burden the Rule affords. Additionally, it is a condition of the new Shoal Creek and Turkey Creek operating permits that the Streamlining Rule changes be adopted.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis with EPA requiring this regulation to be implemented and enforced quickly, being an Ordinance dealing with a general appropriations, 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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-110 – approving a construction agreement with B3 Contractors LLC for construction of the B & Byers Stormwater Improvements (TSO601).

MEETING DATE
February 18, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Tabulation; Agreement, CB2020-110

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with B3 Contractors LLC, in the amount of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) for construction of the B & Byers Stormwater Improvements (TSO601).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. The Storm Water Sales Tax Program includes funds for minor system improvements. The minor system improvements are typically used for drainage problems that are found in residential areas. Flooding in residential neighborhoods are reported to City staff by residents who are affected and by City staff who observe drainage issues during rain events while performing their duties. City staff maintain a list of minor system drainage issues on an unfunded needs list. This list is then objectively ranked based on various factors including, but no limited to, depth of standing water, frequency of occurrence, number of residents affected, severity of commute impediment, etc. The intersection of B & Byers was one such drainage issue, as it was identified as having a drainage issue of excessive ponding of stormwater due to the failure of the existing culverts. This issue was identified in the current Parks and Stormwater Sales Tax period, which sunsets in 2021, and a design for its improvement was completed in-house. Among the projects in the unfunded needs list this project ranked towards the top of the list due to the depth of the standing water at the intersection, the frequency with which the flooding occurs, the duration of the flooding after rain events, the number of properties affected, the degree of disruption to commuter traffic and the degradation of the roadway because of the standing water.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the B & Byers stormwater improvements was advertised on December 22, 2019. Three proposals were received, and bids were opened on January 16, 2020 with B3 Contractors selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. This improvement project focuses on drainage improvements at the intersection of B & Byers. The existing failed culvert system under B street will be removed and replaced with a concrete gutter

crossing at the intersection as well as ADA ramps at all 4 corners of the intersection. Additionally, the project also includes stormwater improvements on Florida avenue as well, where a junction box, pipe crossing and curb inlet will be installed in order to tie in an existing exposed 24" RCP pipe on the west side of Florida avenue to the existing stormsewer system on the east side of Florida. Public Works intends to provide construction inspection for the project.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-110 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance approves construction to begin immediately in order to take advantage of the prices secured by the City's overlay contract for the use in the asphalt paving portions of the project, and appropriations for this contract have been approved in the 2019-2020 budget.

B & Byers Stormwater Improvements

Contractor	Bid
Engineer's Estimate	$221,478.00
B3 Contractors LLC	$162,712.00
Dalton Killinger Construction Co.	$193,631.00
Sprouls Construction Inc.	$241,680.00

B AND BYERS
NEW GUTTER CROSSING



STORM SEWER @ FLORIDA & WATERS EDGE



AGREEMENT
BETWEEN
CITY OF JOPLIN AND B3 CONTRACTORS LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: B3 Contractors LLC Address: 1913 D Bluebell Lane JOPLIN, MISSOURI 64801	
Attention: Steven Martinez		Attention: Danny Yates	
Department: Public Works- Engineering		Phone: 417-726-5110	Fax:
Phone: 417-624-0820 Extension 531	Fax:		

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

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

B & Byers Stormwater Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed for the B & Byers stormwater improvements portion of the project and within 30 calendar days from the date Contractor is ordered to proceed for the Florida avenue stormwater improvements portion of the project, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid

prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $162,712.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____-
_____

(Name of Surety)

_____
_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of XXXXXXXXXXXXXand no/100 Dollars ($XXX,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

B & Byers Stormwater Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such

contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____

_____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By

_____

_____ By

_____

City Attorney

ATTEST: (SEAL)

_____

_____

Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

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

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of XXXXXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00)in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

B & Byers Stormwater Improvements

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a

SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

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

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____

_____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By

_____

_____ By

_____ City Attorney

ATTEST: (SEAL)

_____

_____

Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By

_____

Director of Finance (Title)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

COUNCIL BILL NO. 2020-110 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) for construction of the B & Byers Stormwater Improvements (TSO601); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said construction agreement by and between the City of Joplin and B3 Contractors LLC, in the amount of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) for construction of the B & Byers Stormwater Improvements (TSO601) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, 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 of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks and Stormwater Sales Tax fund.

Section 4. That the City of Joplin hereby declares that this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-110

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-111
Parking Lots & Trail Sealing 2020
Construction Agreement for Parking Lot & Trail Sealing 2020

MEETING DATE
February 18, 2020

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Parks and Recreation – Paul Bloomberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a construction agreement with Capital Paving & Construction, LLC for the Parking Lot and Trail Sealing 2020 in the not to exceed amount of Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08).

BACKGROUND
City staff annually evaluates the conditions of the City parking lots. Based on a decision matrix it has been determined that preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is sealing of lower use asphaltic cement pavements such as parking lots.

The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. City owned lots are broken down into 3 groups based on a 3-year life cycle of parking lot sealing material. The lots studied this year were structurally sound, just in need of a seal course. City staff prepared bid documents and followed the City's procurement policy for advertising. Two companies submitted bids (see attached Bid Tabulation), that were opened on January 28, 2020. Capital Paving & Construction, LLC was the low bidder. The bid was below the Engineer's estimate.

FUNDING SOURCE
These payments are included in the FY 2019-20 in the Transportation Sales Tax Fund.

RECOMMENDATION
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 allowing for the possibility of the completion of work before the Cunningham Pool opens on Memorial Day weekend. Appropriations for this contract have been approved in the 2019-2020 budget.

ATTACHMENTS

CB2020-111 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

Wildcat Park Trail



Frisco & Turkey Creek Trails



Cunningham Park & Trail



BID TABULATION

PROJECT: Parking Lot and Trail Sealing 2020

DATE OF BID OPENING: January 28, 2020

CONTRACTOR	BID
Springfield Striping and Sealing	$**71,710.00**
Capital Paving and Construction	**$35,501.08**
Engineer's Estimate	**$46,711.95**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Capital Paving & Construction, LLC Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: (417) 624-0820 ext:598	Fax: (417) 625-4738		

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

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

PARKING LOT AND TRAIL SEALING 2020

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be

considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____

Peter Edwards, City Attorney

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2020-111 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Capital Paving & Construction, LLC for Parking Lots and Trails Sealing 2020 in the not to exceed amount Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08) for the Parking Lots and Trails Sealing 2020, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the construction agreement with Capital Paving & Construction, LLC for Parking Lots and Trails Sealing 2020 in the not to exceed amount of Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08) in the City of Joplin, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

Section 3. That Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax Fund.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-111

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Account to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson DBA: Joplin Joint Engineering Team Address: 702 South Main Street Joplin, Missouri 64801	
Attention: **David Hertzberg, PE, Director** **Troy Bolander, Director**		Attention: Jack Schaller, PE Clayton Cristy, PE	
Department: **Public Works Department** **Planning, Development & Neighborhood Services**		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: **417-624-0820, Ext 500**	Fax: **417-625-4738**	JET DR-2, PAP 8-1 Project 1 Projects, Storm Project #12 (17th Street)	

AMENDMENT #3 TO WORK AUTHORIZATION NUMBER JET DR-2, PAP 8-1 Project 1 Projects
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment #3 be paid to the Engineer under the terms of Work Authorization Number JET DR-2, PAP 8-1 Project 1 Projects not to exceed the sum of Fifty-Nine Thousand Six Hundred and 00/100 Dollars ($59,600.00).

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

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson
DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson

Title: Senior Vice President

Date: _____

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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

Date: _____

Exhibit A

17th Street Storm Drain Replacement (72")
Missouri Avenue to Iowa Avenue
Joplin, Jasper County, Missouri
PAP 8-1

SCOPE OF SERVICES: Scope shall be the same as the original agreement with the exceptions and clarifications listed. Below.

Project Management (Not to Exceed $9,500)

JET will provide continued project management for this change order based on the original scope of services.

Design Services (Not to Exceed $4,500)

JET will provide flowline elevation for the proposed storm drain replacement. It is assumed that the new storm drain can be placed at approximately the same elevation as the existing pipe. If adjustments are required to achieve adequate cover over the pipe, field adjustments will be made to the pipe during construction. Class V reinforced concrete pipe is required in order to reduce the amount of cover for the pipe.

It is assumed that the existing sewer crossing will not require additional design.

Construction Observation, Part time (Not to Exceed $18,000)

JET will provide part time construction observation for approximately 90 calendar days. Construction services shall follow the requirements listed in the original agreement. The estimated time for this task shall be 80 hours per month for 3 months.

Construction Materials Testing (Not to Exceed $4,500)

JET will provide materials testing for the proposed improvements based on the testing requirements of the City of Joplin Specifications. Only one asphalt test is included.

Construction Administration (Not to Exceed $15,000)

JET will provide continued construction administration services based on the original scope of services. Due to minimal design for this project, we anticipate a higher level of construction administration to answer questions an make field adjustments.

Topographic Survey (Not to Exceed $3,500)

JET will collect Topographic Survey data for 17th Street between Missouri Avenue and Iowa Avenue, all in the City of Joplin, Jasper County, Missouri. The Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System

NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Construction Surveying (Not to Exceed $4,600)

The Following construction surveying services shall be provided to the contractor for this project:

Sawcuts:
Paint sawcut lines in 17th Street at 50' intervals
Storm Sewer:
Stake storm pipe on 50 foot stations, with grades to flowline.
Curb & Gutter/Drive Approach:
Stake curb and gutter on 25 foot stations, with grades to Top of Curb.

Construction Surveying would coverup to 3 site visits.

Total Fees: $59,600



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

PROJECT NO: 016-3354 DRAWN BY: SMK DATE: 02/10/2020	STORM PROJECT 12 CHANGE ORDER	olsson 702 S. Main Street Joplin, MO 64801 TEL 417.781.0643	EXHIBIT 1

COUNCIL BILL NO. 2020-112 ORDINANCE NO.

AN ORDINANCE approving Amendment 3 to Work Authorization JET DR-2 PAP 8-1 Project 1 Projects with Olsson, DBA: Joplin Joint Engineering Team (JET) in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00) for professional engineering services for Project 1 projects, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Amendment 3 to Work Authorization JET DR-2 PAP 8-1 Project 1 Projects with Olsson DBA: Joplin Joint Engineering Team (JET) in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00) for professional engineering services for Project 1 projects, a true and accurate copy of said amendment being attached hereto, be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Community Development Block Grant Disaster Recovery Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-112

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-112 Amendment No. 3 to Work Authorization JET DR-2, PAP 8-1 Project 1 Projects with Olsson, DBA: Joplin Joint Engineering Team (JET) for Professional Engineering Consulting Services for Project 1 Projects

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Amendment No. 3; Council Bill 2020-112; Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves Amendment No. 3 to Work Authorization JET DR-2 PAP 8-1 Project 1 Projects with Olsson DBA: Joplin Joint Engineering Team (JET) in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00) for professional engineering consulting services for Project 1 Projects.

BACKGROUND
In October 2017, Council approved a Work Authorization with JET to provide the City with professional engineering services for Project 1 projects, which included Storm Project 12. In accordance with the City of Joplin's Disaster Recovery Round 2 Action Plan, storm sewer systems in the recovery areas were identified as deteriorated or significantly damaged as a result of the 2011 tornado. These systems required replacement/repair in order to provide the appropriate amount of service to the LMI area. The goal of these projects is to enhance the targeted neighborhoods by significantly negating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

During construction of Storm Project 12, further investigations into the storm sewer system under 17th Street between Grand Ave. and Iowa Ave. were undertaken as pavement failures and localized flooding became evident in this area after rain events. The result of these investigations was that the existing storm sewer system in this area was collapsing. While a portion of this storm system east of Iowa Ave. was replaced with Storm Project 14, and the pipe falls within the limits of Surface Project 4008, the portion of the storm sewer pipe that is collapsing was not replaced with either of these projects as it was not initially identified as a priority project. The replacement of the collapsing storm sewer is being added to Storm Project 12 due to its proximity to the project, and the completion schedule. The replacement of this pipe will help to alleviate the flooding issues and improve the local drainage conditions for surrounding properties within the LMI area.

This amendment to JET's Work Authorization includes all costs required for the final design and complete oversight of the construction phase for this additional scope of work that was not included in the original Work Authorization.

FUNDING SOURCE

CDBG-DR Grant Funds.

RECOMMENDATION

Staff recommends approval of Council Bill 2020-112, Amendment 3 to work authorization JET DR-2 PAP 8-1 Project 1 Projects with Joplin Joint Engineering Team in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00), for professional engineering consulting services for the Project 1 projects on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, although City forces have made temporary repairs to the pavement in this area, the storm system has not been repaired, and additional failures due to future rain events are a possibility at any time, thereby causing unsafe conditions to the traveling public and neighboring residents, and therefore is an emergency.



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

PROJECT NO: 016-3354 DRAWN BY: SMK DATE: 02/10/2020	STORM PROJECT 12 CHANGE ORDER	olsson 702 S. Main Street Joplin, MO 64801 TEL 417.781.0643	EXHIBIT 1

COUNCIL BILL NO. 2020-113 ORDINANCE NO.

AN ORDINANCE approving an amendment (Change Order No. 8) to the construction agreement with D&E Plumbing and Heating, Inc. in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00) for Storm Project 12, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and D&E Plumbing and Heating, Inc. in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00) for Storm Project 12, a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin with D&E Plumbing and Heating, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-113

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-113 Change Order No. 8 for Storm Project 12, contracted with D&E Plumbing and Heating, Inc.

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2020-113, Change Order No. 8; Map

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves a change order with D&E Plumbing and Heating, Inc. for Storm Project 12 in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00).

BACKGROUND
In accordance with the City of Joplin's Disaster Recovery Round 2 Action Plan, storm sewer systems in the recovery areas were identified as deteriorated or significantly damaged as a result of the 2011 tornado. These systems required replacement/repair in order to provide the appropriate amount of service to the LMI area. The goal of these projects is to enhance the targeted neighborhoods by significantly negating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

In October 2018, Council approved a construction contract with D&E Plumbing and Heating, Inc. in the amount of $1,608,718.15 for Storm Project 12. During construction of this project, further investigations into the storm sewer system under 17th Street between Grand Ave. and Iowa Ave. were undertaken as pavement failures and localized flooding became evident in this area after rain events. The result of these investigations was that the existing storm sewer system in this area was collapsing. While a portion of this storm system east of Iowa Ave. was replaced with Storm Project 14, and the pipe falls within the limits of Surface Project 4008, the portion of the storm sewer pipe that is collapsing was not replaced with either of these projects as it was not initially identified as a priority project. The replacement of the collapsing storm sewer is being added to Storm Project 12 due to its proximity to the project, and the completion schedule. The replacement of this pipe will help to alleviate the flooding issues and improve the local drainage conditions for surrounding properties within the LMI area.

FUNDING SOURCE
CDBG-DR Grant Funds.

RECOMMENDATION

Staff recommends approval of Council Bill 2020-113, a change order with D&E Plumbing and Heating, Inc. in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00) for Storm Project 12 on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, although City forces have made temporary repairs to the pavement in this area, the storm system has not been repaired, and additional failures due to future rain events are a possibility at any time, thereby causing unsafe conditions to the traveling public and neighboring residents, and therefore is an emergency.

CHANGE ORDER

Sheet No. 1 of 2

Change Order No. 8
County: Jasper
Route: Storm Project #12

To: D&E Plumbing, Contractor
You are hereby directed to make the following changes from the contract

Project:CDBG Proj. B-13-MS-29-0001
Job No.: JET DR-2 PAP8-1 Storm Project #12

❖❖❖

Change Order No. 8
County: Jasper
Route: Storm Project #12

4. Other City Departments Consulted:

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. ORIGINAL CONTRACT AMOUNT	$ 1,608,718.15	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN/(UNDERRUN) THIS ORDER	$ 212,226.00	D & E Plumbing & Heating
3. OVERRUN/(UNDERRUN) PREVIOUS	$ 30,649.85	CONTRACTOR
4. TOTAL OVERRUN/(UNDERRUN) TO DATE	$ 242,875.85	by: Steve Eoff 2-10-20
5. TOTAL	$ 1,851,594.00	Date
PERCENTAGE OF ORIGINAL CONTRACT	15.10%	

Emergency Provisions of Change Order Policy Used YES x NO □ Date approved _____

Reason for Emergency and description of work approved: To allow the contractor to proceed with work withing schedule.

Clayton Crump
SUBMITTED ENGINEER

2/10/2020
DATE

_____
APPROVAL PROJECT MANAGER

_____
DATE

_____
APPROVALSUPERVISOR/
ENGINEERING REVIEWER

_____
DATE

_____
APPROVAL OF DEPARTMENT HEAD

_____
DATE

Change Order Proposal

D & E Plumbing & Heating, Inc.
1112 N. Falcon Crest Court
Nixa, MO 65714
Phone (417) 725-5300 Fax (417) 725-5610

DATE July 12, 2019

Customer ID City of Joplin

Proposal To:
Mr. Clayton Cristy, PE, DFM
Olsson Associates
702 South Main Street
Joplin, MO 64801

Project: Storm Project #12 - 17th Street Storm Sewer Repairs
Project Number: CDBG-DR Grant No. B-13-MS-29-0001
Quantities Adjusted 01-23-2020 (JET)

Description	AMOUNT
D & E Proposes the Following Items and Quantities for the Storm Sewer Repairs on 17th Sreet:	
1 EA - 72" Bend @ $5,000.00 EA	$5,000.00
400 FT - 72" RCP @ $350.00 per FT	$140,000.00
345 Ft - Curb @ $28.00 per FT	$9,660.00
444 SY - 8" Base Rock with 6" Asphalt @ $45.00 per SY	$19,980.00
1 - 72" Collar @ $3,000.00 EA	$3,000.00
1 Lump Sum for Removals (Pipe, Ashpalt, Curb and Sawcut)	$14,480.00
1 EA - Manhole Tie In @ $5,000.00 EA	$5,000.00
1 EA - Traffic Control Estimate @ $5,000.00 EA	$5,000.00
Management and Oversight	$10,106.00
TOTAL PRICE FOR CHANGE ORDER	**$212,226.00**

The above work to be performed in a substantial workmanlike manner.
This does not include responsibilty for future conflicts or unknown required changes.

If you have any questions concerning this Change Order Proposal, please contact Steve Eoff at (417) 838-2000.

THANK YOU FOR YOUR BUSINESS!

Storm Project 12 – 17TH Street Storm Sewer Repairs

NL64 – 72" RCP Bend $5,000.00
From MoDOT 2018 Average Weighed Unit Prices
84" RCP - $314.50 (high bid $410.00; low bid $240.00)

NL65 – 72" RCP Culvert $350.00 per L.F. (Includes rock bedding and backfill)
From MoDOT 2018 Average Weighed Unit Prices
84" RCP - $314.50 (high bid $410.00; low bid $240.00)

NL66 – Curb and Gutter $28.00 per L.F.
From Surface Project 4002 Bid Item 16 Average of Bid Prices
Curb and Gutter (COJ) $29.00 per L.F.

NL67 – Pavement Repair (8" Base Rock with 6" Asphalt)
From Surface Project 4002 Bid Item 29 Average of Bid Prices
Pavement Repair $68.00 per Square Yard

NL68 – 72" Pipe Collar $3,000.00 per Each
From MoDOT 2018 Average Weighted Unit Prices
Type C Pipe Collar $1,733.96 (high bid $3,761.91; low bid $150.00)

Additional Time Requested for Repairs:
60 Days after execution of this Change Order. This time is for fabrication of 72" RCP culvert

An additional 90 days for construction shall be added for construction of the storm drain after the 60 day procurement periord.

Surface Project 4002
City of Joplin, Missouri
CDBG Projects No: B-12-MT-29-0001 & B-13-MS-29-0001
Bids Received: October 9, 2019 at 10:00 P.M.
Bids Tabulated By: CK
Bids Checked By: JFN

Name and Address of Bidder	Branco Enterprises, Inc. 12033 E Highway 86 Neosho, MO 64850		D&E Plumbing & Heating 1112 N. Falcon Crest Court Nixa, MO 65714		Bennett, Inc. 103 NE 15TH Lane Lamar, MO 64759		Emery Sapp & Sons 5350 E. State Hwy AA Springfield, MO 65803		Hunter Chase & Assoc. 1200 E. Woodhurst Dr. J-200 Springfield, MO 65804	
Bid Security - 5%	✓		✓		✓		✓		✓	
CDBG Bidder Qualifications & Certification	✓		✓		✓		✓		✓	
Contractor Past Performance Questionnaire	✓		✓		✓		✓		✓	
Section 3 Tables (A&B)	✓		✓		✓		✓		✓	
Subcontractor Disclosure Form	✓		✓		✓		✓		✓	
Minority and Women's Business Enterprise Utilization Worksheet	✓		✓		✓		✓		✓	
Non-Collusion Affidavit	✓		✓		✓		✓		✓	
Addendum 1 Acknowledgement	✓		✓		✓		✓		✓	
BASE BID										
Item No.	**Item Description**	**No. of Units**	**Units**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**	**Unit Price**	**Extended Total**
1	Mobilization	1	LS	$ 96,500.00	$ 96,500.00	$ 65,000.00	$ 65,000.00	$ 150,000.00	$ 150,000.00	$ 77,026.00	$ 77,026.00	$ 125,000.00	$ 125,000.00
2	Traffic Control	1	LS	$ 35,000.00	$ 35,000.00	$ 25,000.00	$ 25,000.00	$ 30,000.00	$ 30,000.00	$ 65,675.00	$ 65,675.00	$ 20,000.00	$ 20,000.00
3	Clearing and Grubbing	1	LS	$ 1,800.00	$ 1,800.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,190.00	$ 5,190.00	$ 15,000.00	$ 15,000.00
4	Stump Removals	8	EA	$ 775.00	$ 6,200.00	$ 500.00	$ 4,000.00	$ 250.00	$ 2,000.00	$ 1,205.00	$ 9,640.00	$ 500.00	$ 4,000.00
5	Tree Removals	17	CAL-INCH	$ 75.00	$ 1,275.00	$ 100.00	$ 1,700.00	$ 50.00	$ 850.00	$ 275.00	$ 4,675.00	$ 500.00	$ 8,500.00
6	Demolition and Removals	1	LS	$ 246,000.00	$ 246,000.00	$ 500,000.00	$ 500,000.00	$ 221,060.00	$ 221,060.00	$ 200,000.00	$ 200,000.00	$ 375,000.00	$ 375,000.00
7	Miscellaneous Utility Adjustments	1	LS	$ 4,500.00	$ 4,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 11,208.91	$ 11,208.91	$ 2,000.00	$ 2,000.00
8	Sanitary Manhole Adjustment	5	EA	$ 475.00	$ 2,375.00	$ 1,000.00	$ 5,000.00	$ 1,000.00	$ 5,000.00	$ 1,133.00	$ 5,665.00	$ 600.00	$ 3,000.00
9	Tree Protection	5100	LF	$ 6.65	$ 33,915.00	$ 1.00	$ 5,100.00	$ 7.00	$ 35,700.00	$ 6.25	$ 31,875.00	$ 6.50	$ 33,150.00
10	Erosion Control	1	LS	$ 1,600.00	$ 1,600.00	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 2,480.00	$ 2,480.00	$ 22,000.00	$ 22,000.00
11	Unclassified Excavation	100	CY	$ 20.00	$ 2,000.00	$ 100.00	$ 10,000.00	$ 25.00	$ 2,500.00	$ 23.00	$ 2,300.00	$ 30.00	$ 3,000.00
12	Contaminated Excavation Haul-Off	20	CY	$ 20.00	$ 400.00	$ 25.00	$ 500.00	$ 10.00	$ 200.00	$ 0.01	$ 0.20	$ 10.00	$ 200.00
13	Embankment	20	CY	$ 25.00	$ 500.00	$ 100.00	$ 2,000.00	$ 50.00	$ 1,000.00	$ 19.00	$ 380.00	$ 32.00	$ 640.00
14	Subgrade Compaction	100	SY	$ 25.00	$ 2,500.00	$ 10.00	$ 1,000.00	$ 5.00	$ 500.00	$ 14.00	$ 1,400.00	$ 6.00	$ 600.00
15	Linear Grading	200	LF	$ 14.00	$ 2,800.00	$ 25.00	$ 5,000.00	$ 10.00	$ 2,000.00	$ 55.00	$ 11,000.00	$ 15.00	$ 3,000.00
16	Curb and Gutter (COJ Standard)	3600	LF	$ 25.00	$ 90,000.00	$ 26.00	$ 93,600.00	$ 33.00	$ 118,800.00	$ 38.00	$ 136,800.00	$ 23.00	$ 82,800.00

Item No.	Item Description	No. of Units	Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
17	Curb and Gutter Modified	3900	LF	$ 33.00	$ 128,700.00	$ 26.00	$ 101,400.00	$ 35.00	$ 136,500.00	$ 41.00	$ 159,900.00	$ 23.00	$ 89,700.00
18	Concrete ADA Ramps	5300	SF	$ 17.75	$ 94,075.00	$ 12.00	$ 63,600.00	$ 15.00	$ 79,500.00	$ 21.00	$ 111,300.00	$ 12.00	$ 63,600.00
19	Paved Approach - Residential	13600	SF	$ 7.30	$ 99,280.00	$ 6.00	$ 81,600.00	$ 9.00	$ 122,400.00	$ 9.00	$ 122,400.00	$ 8.00	$ 108,800.00
20	Paved Approach - Commercial	10600	SF	$ 7.90	$ 83,740.00	$ 7.00	$ 74,200.00	$ 10.00	$ 106,000.00	$ 9.50	$ 100,700.00	$ 9.00	$ 95,400.00
21	4" Thick Concrete Sidewalk	69300	SF	$ 6.40	$ 443,520.00	$ 5.50	$ 381,150.00	$ 7.00	$ 485,100.00	$ 6.00	$ 415,800.00	$ 5.75	$ 398,475.00
22	4" Thick Reinforced Concrete Sidewalk	11700	SF	$ 7.00	$ 81,900.00	$ 7.00	$ 81,900.00	$ 7.50	$ 87,750.00	$ 7.00	$ 81,900.00	$ 10.00	$ 117,000.00
23	Tack Coat	1700	GAL	$ 3.15	$ 5,355.00	$ 3.00	$ 5,100.00	$ 3.50	$ 5,950.00	$ 2.95	$ 5,015.00	$ 4.40	$ 7,480.00
24	Prime Coat	2400	GAL	$ 4.30	$ 10,320.00	$ 4.00	$ 9,600.00	$ 2.50	$ 6,000.00	$ 4.10	$ 9,840.00	$ 3.00	$ 7,200.00
25	Milling - 3" Thick or less	21000	SY	$ 2.60	$ 54,600.00	$ 2.50	$ 52,500.00	$ 4.00	$ 84,000.00	$ 2.45	$ 51,450.00	$ 4.65	$ 97,650.00
26	2" Thick Asphalt Surface (SP125C Mix)	3400	TON	$ 70.00	$ 238,000.00	$ 65.00	$ 221,000.00	$ 65.00	$ 221,000.00	$ 65.00	$ 221,000.00	$ 81.30	$ 276,420.00
27	8" Thick Concrete Pavement (Gutter Crossing)	200	SY	$ 66.00	$ 13,200.00	$ 80.00	$ 16,000.00	$ 100.00	$ 20,000.00	$ 96.00	$ 19,200.00	$ 55.00	$ 11,000.00
28	6" Thick MoDOT Type 6 Agg. Base Course	9700	SY	$ 9.50	$ 92,150.00	$ 8.00	$ 77,600.00	$ 10.00	$ 97,000.00	$ 13.00	$ 126,100.00	$ 10.00	$ 97,000.00
29	Pavement Repair	100	SY	$ 20.00	$ 2,000.00	$ 50.00	$ 5,000.00	$ 120.00	$ 12,000.00	$ 90.00	$ 9,000.00	$ 60.00	$ 6,000.00
30	Asphalt Wedge (SP250C Mix)	600	TON	$ 76.60	$ 45,960.00	$ 73.00	$ 43,800.00	$ 75.00	$ 45,000.00	$ 72.30	$ 43,380.00	$ 90.00	$ 54,000.00
31	European Hornbeam (2" Caliper)	6	EA	$ 410.00	$ 2,460.00	$ 400.00	$ 2,400.00	$ 505.00	$ 3,030.00	$ 385.00	$ 2,310.00	$ 440.00	$ 2,640.00
32	Eastern Redbud (1-1/2" Caliper)	2	EA	$ 300.00	$ 600.00	$ 400.00	$ 800.00	$ 400.00	$ 800.00	$ 280.00	$ 560.00	$ 440.00	$ 880.00
33	Yellowwood (2" Caliper)	2	EA	$ 410.00	$ 820.00	$ 400.00	$ 800.00	$ 505.00	$ 1,010.00	$ 385.00	$ 770.00	$ 440.00	$ 880.00
34	Ginko (Male Only Species)	5	EA	$ 500.00	$ 2,500.00	$ 400.00	$ 2,000.00	$ 600.00	$ 3,000.00	$ 470.00	$ 2,350.00	$ 440.00	$ 2,200.00
35	Thornless Honeylocust (2" Caliper)	5	EA	$ 410.00	$ 2,050.00	$ 400.00	$ 2,000.00	$ 505.00	$ 2,525.00	$ 385.00	$ 1,925.00	$ 440.00	$ 2,200.00
36	American Hophornbeam (2" Caliper)	5	EA	$ 410.00	$ 2,050.00	$ 400.00	$ 2,000.00	$ 505.00	$ 2,525.00	$ 385.00	$ 1,925.00	$ 440.00	$ 2,200.00
37	English Oak (2" Caliper)	5	EA	$ 410.00	$ 2,050.00	$ 400.00	$ 2,000.00	$ 505.00	$ 2,525.00	$ 385.00	$ 1,925.00	$ 440.00	$ 2,200.00
38	Northern Red Oak	5	EA	$ 365.00	$ 1,825.00	$ 400.00	$ 2,000.00	$ 465.00	$ 2,325.00	$ 345.00	$ 1,725.00	$ 440.00	$ 2,200.00
39	Shumard Oak	5	EA	$ 365.00	$ 1,825.00	$ 400.00	$ 2,000.00	$ 465.00	$ 2,325.00	$ 345.00	$ 1,725.00	$ 440.00	$ 2,200.00
40	Littleleaf Linden (2" Caliper)	5	EA	$ 365.00	$ 1,825.00	$ 400.00	$ 2,000.00	$ 465.00	$ 2,325.00	$ 345.00	$ 1,725.00	$ 440.00	$ 2,200.00
41	Japanese Zelkova (2" Caliper)	5	EA	$ 380.00	$ 1,900.00	$ 400.00	$ 2,000.00	$ 480.00	$ 2,400.00	$ 360.00	$ 1,800.00	$ 440.00	$ 2,200.00
42	Seeding	9200	SY	$ 1.70	$ 15,640.00	$ 0.65	$ 5,980.00	$ 2.00	$ 18,400.00	$ 9.75	$ 89,700.00	$ 10.00	$ 92,000.00
43	Sodding	500	SY	$ 6.00	$ 3,000.00	$ 6.00	$ 3,000.00	$ 10.00	$ 5,000.00	$ 14.00	$ 7,000.00	$ 12.50	$ 6,250.00
44	Remove and Relocate Existing Signs	25	EA	$ 70.00	$ 1,750.00	$ 65.00	$ 1,625.00	$ 100.00	$ 2,500.00	$ 65.00	$ 1,625.00	$ 330.00	$ 8,250.00
45	Permanent Signage (Stop, Yield)	30	SF	$ 20.00	$ 600.00	$ 17.00	$ 510.00	$ 20.00	$ 600.00	$ 17.00	$ 510.00	$ 25.00	$ 750.00
46	Sign Post Installation	25	EA	$ 375.00	$ 9,375.00	$ 350.00	$ 8,750.00	$ 400.00	$ 10,000.00	$ 350.00	$ 8,750.00	$ 125.00	$ 3,125.00
47	6" White Crosswalk Line	400	LF	$ 9.00	$ 3,600.00	$ 7.00	$ 2,800.00	$ 10.00	$ 4,000.00	$ 6.25	$ 2,500.00	$ 8.00	$ 3,200.00
48	24" Solid White Stop Bar	100	LF	$ 27.00	$ 2,700.00	$ 30.00	$ 3,000.00	$ 40.00	$ 4,000.00	$ 25.00	$ 2,500.00	$ 70.00	$ 7,000.00
	TOTAL BASE BID AMOUNT				**$ 1,976,735.00**		**$ 1,992,015.00**		**$ 2,164,600.00**		**$ 2,173,625.11**		**$ 2,270,190.00**

PAY ITEM	DESCRIPTION	UNIT	AVERAGE QUANTITY	#OF BIDS	AVERAGE PRICE	HIGH BID	LOW BID	TOTAL QUANTITY
5021333	CONCRETE PAVEMENT (9 1/2 IN. NON-REINFORCED, 15 FT. JOINTS)	S.Y.	1956.3	5	64.778	75	60	9781.5
5021334	CONCRETE PAVEMENT (10 1/2 IN. NON-REINFORCED, 15 FT. JOINTS)	S.Y.	34698.4	12	49.968914	66	40.27	416380.8
5021340	TYPE A2 SHOULDER	S.Y.	3763.52407	54	42.042031	123.16	7	203230.3
5021341	TYPE A3 SHOULDER	S.Y.	1621.49259	27	24.707456	97.5	8.1	43780.3
5024008	CONCRETE BASE (8 IN. NON-REINF)	S.Y.	484.4	6	99.716666	129	78	2906.4
5031010A	BRIDGE APPROACH SLAB (MAJOR ROAD)	S.Y.	228.223684	228	232.058657	420	52.5	52035
5031011A	BRIDGE APPROACH SLAB (MINOR ROAD)	S.Y.	123.82866	321	146.41843	450	32	39749
5041000	CONCRETE APPROACH PAVEMENT	S.Y.	625.604444	90	97.031958	250	68	56304.4
5051000	LOW SLUMP CONCRETE WEARING SURFACE	S.Y.	1425	4	95.375	108.5	69	5700
5052000	LATEX MODIFIED CONCRETE WEARING SURFACE	S.Y.	1862.11024	127	99.906103	215	1	236488
5062030A	FURNISHING UNBONDED CONCRETE OVERLAY	C.Y.	15048.6	9	105.133333	138	75	135437.4
5062033	UNBONDED CONCRETE OVERLAY INTERLAYER	S.Y.	60194.2	9	2.101111	3.49	1	541747.8
6022000	STEEL RIGHT-OF-WAY MARKER	EACH	6	5	800	1800	220	30
6042010	ADJUSTING MANHOLE	EACH	3.596774	62	686.868385	2727	175	223
6042020	ADJUSTING BASIN OR INLET	EACH	3.510204	49	1293.54006	3350	314.45	172
6044011	PIPE COLLAR, TYPE A	EACH	2.8375	80	1503.27731	6125	500	227
6044012	PIPE COLLAR, TYPE B	EACH	1.518518	27	1102.68537	2975	500	41
6044013	PIPE COLLAR, TYPE C	EACH	1	16	1733.95563	3761.97	150	16
6046012A	12 IN. SLOTTED DRAIN	L.F.	378.058823	17	100.354978	207.61	67.5	6427
6046018A	18 IN. SLOTTED DRAIN	L.F.	160	6	96.886666	130.82	61	960
6053030A	PIPE AGGREGATE PAVEMENT EDGE DRAIN	L.F.	3622.55	20	16.848148	95	9.3	72451
6054020	OUTLET PIPES AND SPLASH PADS	EACH	8.55	20	1224.21386	2885.15	300	171
6057000	AGGREGATE DRAIN	L.F.	362	14	31.078062	75.8	19.5	5068
6060110	BULLNOSE GUARDRAIL SYSTEM	EACH	2	9	6631.65778	7000	6300	18
6061010	GUARDRAIL TYPE A	L.F.	199.725	40	21.598842	65.1	17.9	7989
6061011A	GUARDRAIL TYPE A, 7 FT. POST, 3 FT. - 1 5 IN SPACING	L.F.	300	3	32.726666	33.05	32.32	900
6061014	GUARDRAIL TYPE A WITH RUBRAIL	L.F.	113	2	39	39	39	226
6061040	GUARDRAIL TYPE D	L.F.	51.095238	21	30.028536	40.8	20.28	1073
6061054	GUARDRAIL TYPE E, 6 FT POST, 6 FT.-3 IN. SPACING	L.F.	359.142857	7	27.375393	35	25.6	2514
6061060	MGS GUARDRAIL	L.F.	2126.85647	634	22.096984	798.75	17	1348427
6061061	MGS GUARDRAIL, 8 FT. POSTS, 6 FT. - 3 SPACING	L.F.	4856.32698	367	24.648184	56	20.54	1782272
6061063	MGS GUARDRAIL, 6 FT. POSTS, 3 FT. - SPACING	L.F.	551.982456	57	31.761271	48	27	31463
6061065	MGS GUARDRAIL, 6 FT. POSTS, 1 FT. - 6.75 IN. SPACING	L.F.	134.891891	37	50.800086	68.51	40.45	4991
6061067	MGS DOUBLE FACED GUARDRAIL	L.F.	276.764705	17	33.856019	43.26	29.65	4705

PAY ITEM	DESCRIPTION	UNIT	AVERAGE QUANTITY	#OF BIDS	AVERAGE PRICE	HIGH BID	LOW BID	TOTAL QUANTITY
7250460	60 IN. CORRUGATED OR SPECIFIED EQUIVALENT SMOOTH INTERIOR PII	L.F.	160	4	101.75	105	95	640
7250472	72 IN. CORRUGATED OR SPECIFIED EQUIVALENT SMOOTH INTERIOR PII	L.F.	814	4	113.875	134	94.5	3256
7252005	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-5	L.F.	59	3	90.756666	117	76.52	177
7252006	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-6/B-6A	L.F.	20	5	199.524	213.2	170	100
7252007	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-7/B-7A	L.F.	39	4	169.4375	203	123.25	156
7252008	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-8/B-8A	L.F.	51	1	120	120	120	51
7252010	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-10/B-10A	L.F.	36	4	218.325	245	168.5	144
7261012	12 IN. PIPE GROUP A	L.F.	651.418604	43	57.28846	250	34	28011
7261015	15 IN. PIPE GROUP A	L.F.	673.472727	55	55.91095	214	32.7	37041
7261018	18 IN. PIPE GROUP A	L.F.	472.119718	142	62.415102	500	26.7	67041
7261021	21 IN. PIPE GROUP A	L.F.	132.5	28	81.893897	205	39.2	3710
7261024	24 IN. PIPE GROUP A	L.F.	290.20168	119	78.096596	240	40	34534
7261030	30 IN. PIPE GROUP A	L.F.	160.40625	64	101.212524	272	49	10266
7261036	36 IN. PIPE GROUP A	L.F.	180.881355	59	112.447207	307	56	10672
7261042	42 IN. PIPE GROUP A	L.F.	42.75	32	146.772383	700	60	1368
7261048	48 IN. PIPE GROUP A	L.F.	154	26	177.752564	305	110	4004
7261060	60 IN. PIPE GROUP A	L.F.	38	4	266.625	317.5	200	152
7261084	84 IN. PIPE GROUP A	L.F.	191	5	314.502	410	240	955
7265018	JACKED 18 IN. CLASS III REINFORCED CONCRETE PIPE CULVERTS (GASKE	L.F.	101.5	8	685.093879	1177.67	310	812
7265024	JACKED 24 IN. CLASS III REINFORCED CONCRETE PIPE CULVERTS (GASKE	L.F.	86.6	15	857.984049	1250	450	1299
7265036	JACKED 36 IN. CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET	L.F.	130	9	943.972991	1334.74	560	1170
7310048	PRECAST CONCRETE MANHOLE - 48 IN.	L.F.	24.03125	64	402.54143	1250	140	1538
7310060	PRECAST CONCRETE MANHOLE - 60 IN.	L.F.	31.955555	45	453.180646	1200	278	1438
7310072	PRECAST CONCRETE MANHOLE - 72 IN.	L.F.	17.384615	13	664.043893	1100	365	226
7311022	PRECAST CONCRETE DROP INLET 2 FT X 2 FT	L.F.	27.594936	79	533.007041	1584.14	220.4	2180
7311030	PRECAST CONCRETE DROP INLET 3 FT X 2 FT-6 IN.	L.F.	21.5	26	597.023434	1224.75	315	559
7311032	PRECAST CONCRETE DROP INLET 3 FT X 2 FT	L.F.	15.904761	63	579.77972	2000	87	1002
7311033	PRECAST CONCRETE DROP INLET 3 FT X 3 FT	L.F.	18.777777	27	476.639191	1200	268	507
7311042	PRECAST CONCRETE DROP INLET 4 FT X 2 FT	L.F.	68.384615	52	590.210975	1916.79	230	3556
7311052	PRECAST CONCRETE DROP INLET 5 FT X 2 FT	L.F.	21.928571	28	646.897247	1875	285	614
7311053	PRECAST CONCRETE DROP INLET 5 FT X 3 FT	L.F.	33.473118	93	611.163414	7431.73	226	3113
7320012A	12 IN. (300 MM) OR ALLOWED SUBSTITUTE GROUP B FLARED END SEC	EACH	20.363636	11	180.882008	1490	120	224
7320015A	15 IN. (375 MM) OR ALLOWED SUBSTITUTE GROUP B FLARED END SEC	EACH	2.933333	30	329.477954	945	110	88
7320018A	18 IN. (450 MM) OR ALLOWED SUBSTITUTE GROUP B FLARED END SEC	EACH	5.643835	73	392.941893	1606	132.25	412

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-501 – Approving a budget amendment for FY 2020

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-501 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2019-2020 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Dodge cancelled the order for the budgeted police car replacements. As a result, three police cars will be replaced by Fords, which increases the cost and will require additional equipment replacement. The general fund is being amended by $19,400.00, while public safety is being amended by $15,500.00.
- The budget was adopted prior to the passage of the voter-approved ½-cent general sales tax to close the pension plan. This budget amendment increases revenue in the amount of $3,150,442.00 and increases expenditures in the amount of $2,304,442.00 in the newly created fund designated to account for this tax. This is the estimated revenue that will be collected in fiscal year 2020 and the estimated amount that will be contributed to the pension plan. The remaining portion will be held in reserve for the "gap cost" and the LAGERS buy down as set forth in the amended pension plan and sales tax ballot.
- Amend the Public Safety Training Center and Airport budgets in the amount of $97,559.00. An internal audit of the airport land lease agreement has determined the lease was not started on the right date and this amount is still due.
- Amend the Parks portion of the Parks/Stormwater sales tax fund in the amount of $26,800 to add a full-time parks caretaker position for the remainder of the duration of this tax from the annual maintenance amount approved by the voters. The annual maintenance item has an estimated $180,000.00 remaining, which is sufficient to add one position to meet this item approved by the voters.
- Amend the Traffic Signal Supplies line item and the insurance claim settlement revenue line by the amount of $27,784.00 to repair property damage to a traffic signal.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $3,275,785.00 and expenditures by $2,469,785.00.

FUNDING SOURCE

This item is not applicable for budget amendments.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis to purchase emergency items within the approved budget as set forth in the charter.

COUNCIL BILL NO. 2020-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Three Million Two Hundred Seventy-Five Thousand Seven Hundred Eighty-Five Dollars and No Cents ($3,275,785.00) and by increasing appropriations by the total amount of Two Million Five Hundred Thirty Thousand Two Hundred Eighty-Five Dollars and No Cents ($2,530,285.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

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

of _____, 2020, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
18-Feb-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Patrol	001-5502-510-8210	Motor Vehicles			19,400
	Total General Fund			$	-	19,400
010	1/2-Cent Sales Tax-Pension Fund					
	1/2-Cent Sales Tax-Pension	010-0000-400-0313	1/2-Cent General-Pension	$	3,150,442	
	1/2-Cent Sales Tax-Pension	010-2005-500-7175	Contribution to Pension Plan			2,304,442
	Total 1/2-Cent Sales Tax-Pension Fund			$	3,150,442	2,343,242
101	Public Safety Sales Tax Fund					
				$	-	
	Police-Public Safety	101-5575-510-8210	Motor Vehicles			15,500
	PS Training Center	101-6275-510-2840	Facility Lease & Rental			97,559
	Total Public Safety Sales Tax Fund			$	-	113,059
130	Parks/Stormwater Sales Tax Fund					
				$	-	
	Parks Sales Tax	130-6550-560-1010	Regular Wages			26,800
	Total Parks/Stormwater Sales Tax Fund			$	-	26,800
140	Transportation Sales Tax Fund					
	Transportation Sales Tax	140-0000-450-0604	Insurance Claim Settlement	$	27,784	
	Traffic Signal Maintenance	140-4531-530-2515	Traffic Signal Supplies			27,784
	Total Transportation Sales Tax Fund			$	27,784	27,784
405	Airport Fund					
	Airport	405-0000-430-1012	Land Lease	$	97,559	
	Total Airport Fund			$	97,559	-
	Grand Total			$	3,275,785	2,530,285

BID TABULATION

February 18, 2020

Summary: JATSO received two bids for the Metropolitan Transportation Plan update. Seven people served on the selection committee for the project: two representatives from the City of Joplin, one JATSO staff member, and one representative from Webb City, MODOT, Carl Junction, and the Harry S. Truman Coordinating Council. Members awarded points based on the firms' responses to the Request for Proposals and at an in-person interview. One of the City of Joplin staff members was unable to attend the interviews. Total points were based on the average for the response plus the average for the interview. See bid tabulation below and attached example scoring sheets.

Response to RFQ		
Reviewer	Olsson	Transystems
City of Joplin	138	140
City of Joplin	135	143
JATSO	135	145
Webb City	150	130
MODOT	119	125
Carl Junction	141	145
HSTCC	141	139
Average	***137***	***138***
Interview		
Reviewer	Olsson	Transystems
City of Joplin	20	19
JATSO	20	20
Webb City	20	12
MODOT	17	17
Carl Junction	20	20
HSTCC	20	20
Average	**20**	**18**
Total Points	**157**	**156**

EXHIBIT A
Scope of Services

Metropolitan Transportation Plan Update
Joplin Area Transportation Study Organization (JATSO)

February 5, 2020

PROJECT UNDERSTANDING

The Joplin Area Transportation Study Organization (JATSO) is seeking to develop an updated Metropolitan Transportation Plan to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

PHASE 0 – PROJECT MANAGEMENT

a. **Project Management –** Olsson's Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

   Deliverables – Project management plan, monthly invoices, progress reports

b. **Client Core Team Meetings –** The Olsson team will meet with JATSO staff through the duration of the project. Meetings are anticipated to be held in person. A total of four (4) meetings are included. Meeting agendas will be distributed in advance of the meeting (minimum 24 hours). Meeting summaries will be prepared following the meeting and distributed to attendees within two days of completion.

   Deliverables – Meeting agendas, meeting summaries

c. **Community Staff Meetings –** The Olsson team will meet individually with key staff from Joplin, Webb City, Carl Junction, and Harry S. Truman Coordinating Council to understand each community's individual transportation issues. One (1) meeting with each community are assumed for a total of four (4) meetings.

d. **FHWA Meeting** – Two meetings with FHWA to discuss process, deliverables, and preferences on MTP Update. The meetings are anticipated to be held at FHWA's office in Jefferson City, Missouri.

PHASE 1 - COMMUNITY ENGAGEMENT

Task A - Kick off meeting to develop a Public Engagement Plan. Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed. This kick-off meeting will be in conjunction with the first Core Team Meeting.

Task B - Establish communication techniques. This could include postings to the following sites: municipal Facebook pages, municipal websites, Chamber of Commerce website, etc. Non-digital sources will also be explored, including: print,

radio, and TV advertisements. A key element will be providing information and/or graphics to various local government departments to determine the most effective type of communication, which could include: written descriptions, graphics, photos, videos, maps, and/or data visualization. Olsson will provide the content for these advertisements. JATSO will coordinate with local sources to disseminate provided advertisements.

Task C - Hold public open houses in the metropolitan area. Two (2) meetings are anticipated – one (1) focused on existing conditions, constraints, and opportunities; and one (1) when the draft Metropolitan Transportation Plan has been developed. The public open houses inform the public about the project's overall goals and objectives, assess how project values align with community values, present current conditions, and invite discussion of transportation opportunities and needs. The visuals for these meetings will be simple, easy to understand, and create a positive dialogue. This type of engagement is critical to fostering future engagement beyond this project. Participants of the open houses would be asked to participate in stakeholder meetings (if interested and available). It is assumed JATSO staff will secure and pay for (if required) the meeting space.

Task D - Form two committees to guide the project: a Technical Advisory Group (TAG) and a Citizen Advisory Group (CAG). The TAG would provide oversight regarding goals, standards, and concerns, and its membership would consistent of technical and subject matter experts. It is anticipated that the TAG will also aid in the determination of the project goals, objectives, and primary decision-making process. The CAG will provide citizen perspectives, concerns, ideas, and preferences, and consist of general members of the public. The Olsson team with work with JATSO staff to form these committees. A total of three (3) meetings with each group are anticipated through this process, held on concurrent days, for six (6) meetings total.

Task E - Conduct up to six (6) stakeholder meetings with key representatives from agencies including MoDOT, FHWA, chambers of commerce / economic development councils, school districts, etc.

Deliverables – Public Engagement Plan; Content for advertising; Public open house meeting materials (including JPEGs or PNGs of logos)

PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Task A - Develop draft Vision Statement, Goals, and Objectives. While previous plans are anticipated to serve as a starting point, it is anticipated that new goals and objectives will be developed for this update.

Task B - Develop Performance Measures. Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the local level. We will develop a framework for performance, based on input provided through the two committees and the public's involvement. This framework is expected to include the following:

- Improving safety in all modes of transportation.
- Addressing existing and projected deficiencies.
- Inclusion of public transportation (i.e., fixed and flex bus routes).

- Inclusion of freight and system performance that supports commercial and economic activity.
- Integration, expansion, and interconnectivity of non-motorized transportation alternatives, including bicycle and pedestrian infrastructure in development of the plan.
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process.
- Assessment and consideration of sustainability and impacts on the environment.
- Improvements to mobility and accessibility within the region.
- Potential impact of future, disruptive technologies.

Task C - System Performance Report – Pursuant to 23 CFR 450.324, Olsson will develop/update the progress achieved toward meeting performance goals based upon the most recent data available for evaluating the condition and performance of the transportation system.

Phase 3 - Existing Conditions Inventory and Analysis

Task A - Review of Existing Plans. Olsson will review and summarize existing available data and studies to serve as a starting point for this plan, including but not limited to:

- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- Joplin Metropolitan Area Origin-Destination Study
- Joplin Airport Master Plan
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- Bicycle and Pedestrian Transportation Plan Update
- MoDOT Long-Range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safety

Task B - Review Existing Data. Olsson will review available data to be incorporated into the Metropolitan Transportation Plan, including but not limited to:

- Traffic volumes
- Crash data
- Existing street network, truck routes, sidewalk connectivity, trail and bicycle lane inventories
- Planned future roadways
- Zoning
- Socio-economic data
- All available geographic information system (GIS) files

This inventory will be used to identify the existing conditions, including traffic congestion, freight mobility, high crash locations, and gaps in sidewalks, bicycle

lanes, and trails. This information will be described in narrative form and in using visuals, including mapping and photographic imagery.

Task C - Establish an Integrated Transportation Network –Olsson will establish the existing integrated transportation network identifying the existing auto, truck/freight, transit, pedestrian and bicycle networks in separate GIS layers.

Task D - Multimodal Level of Service (LOS) (Optional Service) –Olsson will develop a multimodal Level of Service (LOS) to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, Olsson will perform an evaluation based on the Institute of Transportation Engineer's (ITE's) "Planning Urban Roadway Systems: An ITE Proposed Recommended Practice."

Task E - Land Use Context – Roadway types will be defined using the transect approach or similar land-use categorization. Such categories could include land uses (residential, commercial, industrial/ warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies, as later defined.

Task F - Street Typologies – Define the street typologies that will be used moving forward. These typologies will be developed based on the land-use context defined in the existing conditions segment and overlaid with the of the local municipalities, which will define the future context. Olsson will work with the TAG to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define streets typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include:

- Roadway size (number and width of lanes)
- Land use context (existing and future)
- Transportation modes (from the integrated multimodal network)
- Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
- Traffic volumes
- Connectivity (arterials, collectors, locals, etc.)
- Access management
- Motorized design speed

Deliverables – Existing Conditions summary

Phase 4 – TransCAD Update

Olsson and JATSO will update the base year model to reflect the most recent data available. This will include an update to the socio-economic / land use, traffic counts, and model network.

Task A - Network Update – JATSO will provide to Olsson updates to the baseline transportation network utilized in the model, reflecting any changes from the previous model. Files will be provided in GIS format. Olsson will modify the baseline model files to reflect these changes.

Task B - Traffic Count Update – JATSO will provide Olsson updated traffic counts to serve as the new baseline for the model.

Task C - Socio-Economic / Land Use Update – JATSO will provide Olsson with updated land use by TAZ for the base condition. Data will be summarized based on the following categories:

- Population
- Group Quarters Population
- Households
- Average Household Size
- Median Household Income
- Average Auto Ownership
- Retail Employees
- Office / Service Employees
- Education Employees
- Medical Employees
- Warehouse Employees
- Other Employees
- Students

In locations where employment numbers are unavailable, Olsson will assist JATSO in estimating typical employees per square feet by land use.

Task D - Model Validation – The base year model will be rerun and validated based on the new traffic counts provided. These results will be compared to national standards.

Task E - Existing Plus Committed (E+C) – JATSO will provide to Olsson assumptions for the future roadway networks, specifically to Existing Plus Committed (E+C) network.

Task F - Socio-Economic / Land Use Update – JATSO will provide Olsson with updated land use by TAZ for the future conditions, summarized in the categories identified previously.

Deliverables – Model Validation Technical Memo, TransCAD model files.

Phase 5 – Development of Future Vision of Transportation

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

Task A - Street Typology Definition - The street cross-sections and basic right-of-way needs will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2050) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

Task B - Scenario Planning – Facilitate a work session on Scenario Planning with the TAG and CAG (two [2] meetings anticipated) to understand what type of growth the community desires and understand the implication on land use, transportation, revenues, and costs of various types of growth. Potential scenarios include:

- Trend Scenario – Continue recent trends in growth and transportation investments
- High Density Scenario – Aggressive high-density development and redevelopment within key corridors
- Technology Scenario – Aggressive pursuit of emerging transportation technology integration
- Community Vision Scenario – Integrate individual community and agency visions

The scenarios will be evaluated based on the performance measures previously identified.

Task C - Assessment of future transportation network. Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements. These improvements will be programmed based upon conformity to the goals, objectives and performance measures under a financial plan that demonstrates how the plan can be implemented.

- Financial plan will include:
    i. Cooperatively developed funding estimates
    ii. Recommendations for additional financing strategies (as necessary)
    iii. All projects and strategies proposed using federal-aid, state assistance, local sources and private participation in year of expenditure dollars based upon reasonable financial principals

Task D - TransCAD Model Update - Olsson will determine what scenarios or network changes may be needed to analyze the future network changes. Consistent with the existing conditions analysis, Olsson will utilize a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. Olsson will use the model outputs to evaluate performance measures and develop a recommended future network. We will use the multimodal LOS approach to balance the analysis across all of the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

Deliverables – Model files and documentation

Phase 6 - RECOMMENDATIONS AND DELIVERABLES

Task A - Draft Report – The draft report will be prepared on standard letter-sized paper and will be distributed electronically in PDF format.

Task B - JATSO Board Presentation – Attend a JATSO Board Presentation to present the draft of transportation plan.

Task C - Final Report- The final report will be prepared on standard letter-sized paper and delivered both electronically (PDF format) and with hard copies (20 copies in total). Any technical appendices will be provided in electronic version only.

Project Schedule

It is anticipated this work will be completed within nine months of notice to proceed.

Joplin Area Transportation Study Organization
Metropolitan Transportation Plan Update

Consultant: _____

The consultant's presentation was clear and professional.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated how it would work with JATSO using specific timelines, milestones, and work products.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant responded to questions clearly and professionally.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated the firm's ability to complete the Metropolitan Transportation Plan update as outlined in the RFQ.

1	2	3	4	5
Disagree		Somewhat		Agree

Additional comments:

Reviewer_____ Total Score _____/20

Metropolitan Transportation Plan Update - JATSO

	Olsson								CJW			
	Jeff	Nick	Clayton	Tresa	Neetu	Katie	Hannah	Sub-total	Dane	Jonathan	Sub-Total	TOTAL
Phse 0: Project Management												
Project Management	16			40				**56**			**0**	**56**
Client Core Team Meetings (4)	32		8	40				**80**	8		**8**	**88**
Community Staff Meetings (4)	2		8	8				**18**	8		**8**	**26**
FHWA Meeting	16	16						**32**			**0**	**32**
Phase 1 - Community Engagement												
Kick-Off Meeting								**0**			**0**	**0**
Establish Communication Techniques	2			20				**22**			**0**	**22**
Public Open House (2)	16		8	40				**64**	6		**6**	**70**
Form TAG and CAG			2	2				**4**			**0**	**4**
Stakeholder Meetings			24	12				**36**	24		**24**	**60**
TAG and CAG Meetings			12	12				**24**	12		**12**	**36**
Phase 2 - Goals, Objectives and Performance Measures												
Draft Vision Statement, Goals, and Objectives	4	8				8		**20**			**0**	**20**
Develop Performance Measures	2	8				8		**18**			**0**	**18**
System Performance Report	2	8		16		8		**34**			**0**	**34**
Phase 3 - Existing Conditions Inventory and Analysis												
Review Existing Plans	2	16		2		40	12	**72**			**0**	**72**
Review Existing Data	2	16		2		24	12	**56**			**0**	**56**
Establish Integrated Transportation Network	2			2	16		8	**28**			**0**	**28**
Multimodal LOS	2	2			8			**12**			**0**	**12**
Land Use Context	2	2		16	2			**22**			**0**	**22**
Street Typologies	2	2		24	8			**36**			**0**	**36**
Phase 4 - TransCAD Update												
Update Baseline Model	24				120			**144**			**0**	**144**
Develop Future Scenarios	16				40			**56**			**0**	**56**
Phase 5 - Development of Future Vision												
Street Typology	8			24	8	8	40	**88**			**0**	**88**
Scenario Planning	16	16		40			16	**88**			**0**	**88**
Assessment of Future Transportation Network		8	16	24	40		12	**100**	8	40	**48**	**148**
TransCAD Model Update	4				40			**44**			**0**	**44**
Phase 6 - Recommendations and Deliverables												
Draft Report	2	16		54	16	80	16	**184**			**0**	**184**
JATSO Board Presentation	8		2	2				**12**	2		**2**	**14**
Final Report		12		40	4	20	20	**96**			**0**	**96**
Labor												
Hours	182	130	80	420	302	196	136	**1446**	68	40	**108**	**1554**
Labor Rate	$ 80.53	$ 61.06	$ 62.98	$ 29.52	$ 31.01	$ 21.63	$ 17.25		$ 49.00	$ 36.00		
Overhead	184%	184%	184%	184%	184%	184%	184%		145%	145%		
Profit	10%	10%	10%	10%	10%	10%	10%		10%	10%		
Billable Rate	$ 251.68	$ 190.83	$ 196.83	$ 92.26	$ 96.92	$ 67.60	$ 53.91		$ 131.96	$ 96.95		
Total labor cost	$ 45,806	$ 24,808	$ 15,747	$ 38,749	$ 29,269	$ 13,250	$ 7,332	**$ 174,960**	$ 8,974	$ 3,878	**$ 12,852**	**$ 187,812**
Expenses								**$ 3,500**			**$ 250**	**$ 3,750**
Sub-Total								**$ 178,460**			**$ 13,102**	
Total Amount												**$ 191,562**

Joplin Area Transportation Study Organization

MTP 2040 RFQ Evaluation Sheet

Criteria	Olsson Associates	Transystems
Local Knowledge: An understanding of the development trends and transportation infrastructure within the Joplin Metropolitan Area. *(20 POINTS)*	/20	/20
Transportation Knowledge: Familiarity with the federal regulations for MPOs (Title 23 U.S. Code § 134) and transportation planning trends, among more general transportation planning knowledge. *(20 POINTS)*	/20	/20
Approach: The firm's approach to the project and basic scope of services. *(30 POINTS)*	/30	/30
Experience: The education, experience, and expertise of the company, project manager, and key employees. *(30 POINTS)*	/30	/30
Commencement: Availability of adequate personnel and facilities to do the needed work expeditiously. *(20 POINTS)*	/20	/20
Cost: Reasonable price and amount of time given to complete the project. *(20 POINTS)*	/20	/20
Completeness: The preparation of a Statement of Qualifications consistent with this request. *(10 POINTS)*	/10	/10
TOTAL	**/150**	**/150**

Reviewer: _____ Date: _____

Notes:

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 702 S. Main Street Joplin, MO 64801	
Attention:		Attention: Clayton Cristy, PE, CFM	
Department: Planning, Development and Neighborhood Services		Phone: 417.627.5554	Fax:
Phone: 417-624-0820	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work exceed the sum of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars ($191,562.00).

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

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Printed Name: Taylor Cunningham
Title: Transportation Planner

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.

_____
Printed Name: Leslie Haase
Title: Director of Finance

APPROVED AS TO FORM

_____
Printed Name: Peter Edwards
Title: City Attorney

ENGINEER: OLSSON, INC.

By: _____

Printed Name: Clayton Cristy, PE, CFM
Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Printed Name: David Hertzberg, P.E.
Title: Director of Public Works

Date: _____

By: _____
Printed Name: Troy Bolander
Title: Director of Planning, Development and Neighborhood Services

Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-401

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Planning, Development & Neighborhood Services

ATTACHMENTS
Contract for Services, Scope of Services, Project Budget.

REVIEWED BY
Dept. Head: Troy Bolander; Public Works Director: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the execution of a contract for services between the City of Joplin and Olsson Associates to complete an update of the Metropolitan Transportation Plan (MTP) for the Joplin Area Transportation Study Organization. An update of the MTP is a federal requirement for Metropolitan Planning Organizations.

BACKGROUND
This Council Bill authorizes the City of Joplin to enter into an Agreement with Olsson Engineering for Transportation Planning Services to update the Metropolitan Transportation Plan. Federal regulations require the Joplin Area Transportation Study Organization (JATSO) update the Metropolitan Transportation Plan every five years. JATSO receives an annual federal allocation to conduct transportation planning services.

Olsson will work closely with City staff and leadership and members of the Joplin Area Transportation Study Organization to update the MTP, including such items as data collection and review, travel demand modeling, traffic and transit analyses, conceptual design, cost estimates, financial forecasting, and reports and documentation.

FUNDING SOURCE
80% of funding comes from the federal Consolidated Planning Grant. The remaining 20% comes from the City of Joplin Transportation Sales Tax. This council bill amends the budget for this item.

RECOMMENDATION
Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2020-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Metropolitan Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and Olsson Associates generally with the update of the Joplin Area Transportation Organization's Metropolitan Transportation Plan amount not to exceed of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars ($191,562.00) attached hereto as Exhibit A.

Section 2. That the City Manager, or their designee, is hereby authorized to execute said Agreement, or in substantially similar form, by and on behalf of the City of Joplin with Olson Associates.

Section 3. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of One Hundred Fifty-Three Thousand Two Hundred Fifty Dollars and No Cents ($153,250.00) and by increasing appropriations by the total amount of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars and No Cents ($191,562.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

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

_____, 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney