COUNCIL AGENDA
Tuesday, February 21, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Semiannual Report Of The Capital Improvement Sales Tax Oversight Committee. Chris Churchwell, Chairman

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The February 6, 2017 Joplin City Council Meeting

      Documents:

      A.PDF

9. **Resolutions**

   1. RESOLUTION NO. 2017-004
      A RESOLUTION, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Forty-Nine Thousand, Seven Hundred Twenty-One Dollars and Twenty-Five Cents ($149,721.25); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

      Documents:

      AGENDA ITEM 2017-004_COJ AND MODOT.PDF
      RESOLUTION NO 2017-004_ MODOT GRANTS.PDF
      1195CITYAUTHORIZATIONFORM.PDF
      DWI FT GRANTAPPLICATION.PDF
      DWI SAT GRANTAPPLICATION.PDF
      HMV GRANTAPPLICATION.PDF

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2017-109
       AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in the amount of Eight Hundred Seventy-Two Thousand, Five Hundred Thirty DOLLARS and 50/100 ($872,530.50) for the Eastmorland Public Sewer Line

Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents:

SUMMARY SHEET EASTMORLAND PUBLIC SEWER LINE REPLACEMENT_2017-CCC.PDF
PROJECT MAP.PDF
BID TAB FORM- EASTMORLAND.PDF
CB-EASTMORLAND PUBLIC SEWER LINE REPLACEMENT_2017-CCC.PDF

2. COUNCIL BILL 2017-110
AN ORDINANCE approving the contract with Hunter Chase Construction, in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Twenty DOLLARS and 00/100 ($259,520.00) for the 4th & School Storm Drainage Improvements Phase I in the City of Joplin, Missouri; and containing an emergency clause.

Documents:

TSO612-PHASE I- SUMMARYSHEET CONSTRUCTION-CB2017.PDF
MAP - 4TH- SCHOOL.PDF
BID TAB FORM.PDF
4TH SCHOOL CB 2017-110.PDF

3. COUNCIL BILL NO. 2017-111
AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Forty-Five Thousand Four Hundred Twenty Four and No/100 Dollars ($45,424.00) for engineering services associated Trickling Filter Design and Bidding for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause.

Documents:

CB 2017-111_SUMMARY SHEET TRICKLING FILTER.PDF
WAA AMA-OC-003 2-10-2017.PDF
CB 2017-111.PDF

4. COUNCIL BILL NO. 2017-113
AN ORDINANCE approving the City of Joplin to enter into a contract with Rosetta Construction, LLC in the amount of $15,572 (Fifteen Thousand Five Hundred Seventy Two and 0/100 Dollars) for the Crossroads Phase II Clearing project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents:

SUMMARY SHEET- CR PHII CLEARING 2017-113.PDF
LOCATION MAP.PDF
CROSSROADS PHII - CLEARING BID TAB.PDF
CROSSROADS II ROSETTA CONTRACT.PDF
COUNCIL BILL - CR PHII CLEARING.PDF

5. COUNCIL BILL NO. 2017-114
AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District Electric Company in the amount of $50,129.67 (Fifty Thousand One Hundred Twenty Nine and 67/100 Dollars) for the removal of

street lights along Main Street from 15th to 32nd Street and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents:

SUMMARY EMPIRE MAIN ST IMP.PDF
EMPIRE AGREEMENT.PDF
CB EMPIRE MAIN ST. IMPROVEMENT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-290
   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-1-PD property as described below and located 2915 East 17th Street in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB 2016-290 MINUTES.PDF
   CB 2016-290 STAFF.PDF
   CB 2016-290 SUMMARY.PDF
   CB 2016-290.PDF

13. Unfinished Business

14. New Business

1. Appointments And Reappointments To Boards And Commissions
2. News From The PIO

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES February 6, 2017

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

INVOCATION - read by City Clerk Barbara Hogelin

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

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean; Miranda Lewis; Dan McCreary, Gary Shaw; Ryan Stanley Michael Seibert, Ryan Stanley, Phil Stinnett and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

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

CONSENT AGENDA – Motion by Mr. Stanley, second by Ms. Colbert-Kean to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the January 17, 2017 Council Meeting

RESOLUTIONS
Mr. Shaw introduced RESOLUTION NO. 2017-003 - A RESOLUTION authorizing the Director of Public Works to submit a resolution of support and application to the Missouri Department of Natural Resources Recreational Trails Program for grant funding for the construction of new trail connectors to the new Jackson Avenue Bridge at Shoal Creek. Motion by Mr. Shaw, second by Mr. McCreary that Resolution No. 2017-003 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

ORDINANCES - EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2017-105 - AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Eighty -Five Thousand Two Hundred Eighty and no/100 Dollars ($85,280.00) for Design Services Associated with the 2017 Public Infrastructure Improvements in the NID # IV Phase II Project and containing an emergency clause. Motion by Mr. West, second by Ms. Colbert-Kean that Council Bill No. 2017-105 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-018**

Mr. Stanley introduced COUNCIL BILL NO. 2017-106- AN ORDINANCE approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Seven Hundred- Eighty-Eight Thousand Three Hundred Eleven and 15/100 Dollars ($1,788,311.15) for Joplin Street Resurfacing 2017 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and, amending the Annual Budget of the City of Joplin for the Fiscal year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Lewis that Council Bill No. 2017-106 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-019**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-107 - AN ORDINANCE approving the City of Joplin to enter into a contract with Branco Enterprises Inc. in the amount of $7,471,595.40 (Seven Million Four Hundred Seventy -One Thousand Five Hundred Ninety- Five and 40/100 Dollars) for the Main Street Improvements from 15th to 32nd Street Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2017-107 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-020**

Mrs. Lewis introduced COUNCIL BILL NO. 2017-108 - AN ORDINANCE approving a Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Five Hundred Twenty-six Thousand Five Hundred Forty-two and No/100 Dollars ($526,542.00) for Professional Engineering Consulting Services for the I & I Reduction Program and containing an emergency clause. Motion by Mrs. Lewis, second by Mr. Shaw that Council Bill No. 2017-108 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-021**

Mr. Stanley introduced COUNCIL BILL NO. 2017–356 - AN ORDINANCE approving a Purchase Order to be issued to World Wide Technology for computers, printers and equipment; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2017-356 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-022**

Mr. Brown introduced COUNCIL BILL NO. 2017-357 - AN ORDINANCE approving a Purchase Order to be issued to Modern Business Interiors (MBI) to purchase shelving, tables, and workstations; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2017-357 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-023**

Mrs. Lewis introduced COUNCIL BILL NO 2017-358- AN ORDINANCE approving a Purchase Order to be issued to William Webb to purchase tables and chairs; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mrs. Lewis, second by Mr. Stanley that Council Bill No. 2017-358 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-024**

Mrs. Lewis introduced COUNCIL BILL NO 2017-359- AN ORDINANCE approving a Purchase Order to be issued to Modern Business Interiors (MBI) to purchase chairs, tables and workstations; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mrs. Lewis, second by Mr. Stanley that Council Bill No. 2017-359 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-025**

Ms. Colbert-Kean introduced COUNCIL BILL NO. 2017-360 - AN ORDINANCE approving a Purchase Order to be issued to Grooms Office Environments to purchase tables, chairs, and other furniture; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Ms. Colbert-Kean, second by Mr. Stinnett that Council Bill No. 2017-360 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-026**

Mr. Brown introduced COUNCIL BILL NO. 2017-361- AN ORDINANCE approving a Purchase Order to be issued to Color Art to purchase various style chairs and seating furniture; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2017-361 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-027**

Mr. Shaw introduced COUNCIL BILL NO. 2017-362 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 1116 E. Hill in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred and Ninety-Nine 00/100 Dollars (1,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-362 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-028**

Mr. Stanley introduced COUNCIL BILL NO. 2017-363- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 519 N. Jackson Ave. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred and Forty-Nine 00/100 Dollars (3,449.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Lewis that Council Bill No. 2017-363 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-029**

Mr. West introduced COUNCIL BILL NO. 2017–364 - AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area and located at 119 N. Byers Ave. in the City of Joplin, Missouri, for the amount of Ten Thousand Five Hundred and 00/100 Dollars (10,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-364 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-030**

Mr. Stanley introduced COUNCIL BILL NO. 2017-600 - AN ORDINANCE authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services by the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-600 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-031**

Mr. Shaw introduced COUNCIL BILL NO. 2017-601 - AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with work zone traffic enforcement in the amount of one thousand dollars ($1,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, second by Mrs. Lewis that Council Bill No. 2017-601 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-032**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
The 2017 Jasper County Weather Spotter Training Class will be held at 6:30 p.m. on Tuesday, February 7. The class will be held at the Anderson Auditorium (Police Academy), MSSU, 3801 E. Newman Road. This building is on the North side of Newman Rd, directly across from the main campus entrance. The class is open to anyone who wishes to attend. There is no charge, nor is there any need to pre-register. The public is welcome to come and learn s of interesting weather information presented by a meteorologist from the Springfield Office of the National Weather Service.

City reminds our citizens that they can easily report various items through the City's website, such as a streetlight out of service, a pothole in the roadway or other issues through the Request Tracker application on the City's website. They can also find recent news releases, calendar listings and meeting dates and agendas on our website, joplinmo.org The website has recently been updated and is much more user friendly on mobile devices as well as your home computers.

In observance of President's Day on Monday, February 20, the Joplin City Council's regularly scheduled third Monday meeting will be held on Tuesday, February 21.

Also in recognition of the holiday, City Hall and other City services, including the Sunshine Lamp Trolley and MAPS system, will be closed on President's Day, Feb. 20. Services of the Police and Fire department, as well as Airport operations will continue to be available 24/7. Residential trash service will NOT change due to this closing, and Monday pick-ups will be completed on that day. More details about these topics can be found on our website, www.joplinmo.org.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2016. This meeting, record, and vote be closed. Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. Stanley to go in closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0.

There being no further business the meeting adjourned at 7:13p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: February 21, 2017
ITEM: Resolution No. 2017-004

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Resolution No. 2017-004; copy of attachments

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Joplin Police Department requests consideration of this Resolution. This request, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. There is a total of three grants totaling $149,721.25. The first grant is for the funding of the Joplin Police Department's Full Time DWI Unit in the amount of $104,348. This grant pays for 50% of salaries, benefits, and overtime for two officers that are currently assigned to this unit. It will also cover equipment to include the replacement of one of our DWI vehicles. The second grant is in the amount of $15,650 and will be used to cover overtime costs and fringe benefit costs for Hazardous Moving Violation enforcement. The third grant is in the amount of $29,723.25 and will be used to cover overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details. Part of this grant will also cover for one officer to attend training at the annual LETSAC conference.

SUMMARY/DISCUSSION:

The Joplin Police Department has received these grants for several years. We first received the grant to fund the full-time DWI unit in 2010. At that time, the grant was for 100% of funding of the DWI positions. The grant was reduced to 75% the following year and to 50% the next year. The original plan for this grant was to eliminate funding for the DWI positions after three years. Our DWI unit has been very successful and because of that, the positions have continued to be funded at 50%. Each year the Joplin Police Department's DWI Unit has led the State in DWI arrests when compared to other DWI units that are funded under the same grant. The second grant will be utilized to cover overtime costs and fringe benefits for

Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash areas and they have been instrumental in keeping our crash numbers down each year. We are currently on pace to have a 3% reduction in crashes from the previous year. The third grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details. The focus of these details will be to make for a safer community by detecting and arresting drivers who are intoxicated.

RECOMMENDATION:

Staff recommends approval of this proposal on an emergency basis.

MLS
attachment

RESOLUTION NO. 2017-004 ORDINANCE NO.

A RESOLUTION, if approved, would authorize a contract between the City of Joplin and the Missouri Department of Transportation for the acceptance and expenditure of grant funds. DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Forty-Nine Thousand, Seven Hundred Twenty-One Dollars and Twenty-Five Cents ($149,721.25); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

WHEREAS, The City of Joplin is applying for three grants in the amount of $149,721.25 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of One Hundred Forty-Nine Thousand, Seven Hundred Twenty-One Dollars and Twenty-Five Cents ($149,721.25), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols and Checkpoints Overtime to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a _____ vote.

_____
Michael Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

Traffic and Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____ _____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of JOPLIN MISSOURI will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member

_____

Mayor

Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018

(Application due by March 01, 2017)

Traffic and Highway Safety Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	010649846

City: Joplin **State:** MO **Zip:** 64801-2316 **County:** Jasper

Phone: 417-623-3131 **Fax:** 417-623-4604

Contact: Sgt. Jared Delzell **Email:** jdelzell@joplinmo.org

Jurisdiction: Rural **Jurisdiction Population:** 54,000

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: Full Time DWI Unit **Requested Amount:** $104,348.00

Brief Description: Full Time DWI Unit

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The Joplin Police Department investigated 5,165 traffic crashes from 2013-2015. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 1,249 resulted in a serious physical injury, and another 21 resulted in a fatality.
Of the 1,249 crashes resulting in serious injury or death, 66, or 5.28%, had alcohol as a contributing factor. Alcohol was a contributing factor in 174 total traffic crashes in the City of Joplin between 2013-2015. Additionally, the Joplin Police Department issued 530 DWI violations in 2015 alone.
The City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.
The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2013-2015, there were
293 alcohol involved crashes in Jasper County, ranking 11th in the state. There were 216 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 136 alcohol related crashes, ranking 13th in the state. In 2015, the City of Joplin recorded 50 alcohol related crashes. Of those, 15 injuries were reported and 36 with property damage. In 2014, one alcohol related crash resulted in a fatality.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:
- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:
Number of fatalities involving drivers with .08 BAC or greater

Benchmark:
2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:
1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	No
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
	2- There is currently no cell phone ban, however the city requires all drivers to remain in control of their vehicle.	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	
	The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	There were leftover funds on the replacement DWI full time unit vehicle. The extra funds weren't needed for the vehicle, however A couple of minor items were back ordered and couldn't be received before the end of the grant cycle.	
15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	530
19	Total number of speeding violations written by your agency.	479
20	Total number of HMV violations written by your agency.	2721
21	Total number of child safety/booster seat violations written by your agency.	48
22	Total number of safety belt violations written by your agency.	1156
23	Total number of sobriety checkpoints hosted.	5
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	69

37	Total number of commissioned law enforcement officers available for overtime enforcement.	105
38	Total number of vehicles available for enforcement.	52
39	Total number of radars/lasers.	46
40	Total number of in-car video cameras.	36
41	Total number of PBTs.	21
42	Total number of Breath Instruments.	5

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

This grant will be utilized throughout the Joplin city limits, state highways, and the Interstate System. Additionally, the full time DWI Officers will travel to other parts of the region to assist with the DWI Task Force and training

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months per year

46 Enter the days of the week in which enforcement will be conducted.

The DWI unit will primarily provide coverage Monday through Saturday. They will work Sundays if numbers support coverage, but at this time, Monday - Saturday requires the primary coverage.

47 Enter the time of day in which enforcement will be conducted.

Primarily, enforcement will take place between the hours of 5:00 P.M. and 3:00 A.M.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

1. Replacement of Aging DWI vehicle
2. Mouthpieces - for PBT's and evidence breath tests
3. Dry Gas / Wet bath simulators - perform maintenance on instruments to ensure solid court cases.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME			155,785
MULTI-JURISDICTION CYBER CRIME			86,155
MO Crimes against Children		13,997	
ATF OVERTIME		16,738	
OCDETF		2,519	
ICE	6,405		
BULLETPROOF VEST PROGRAM		3,591	
BULLETPROOF VEST PROGRAM		4,065	
JUSTICE ADMINISTRATION GRANT			1,192
JUSTICE ADMINISTRATION GRANT			7,300
JUSTICE ADMINISTRATION GRANT			25,006

HUD 2016 Project 17,000

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Vehicle	Replacement of one of two DWI vehicle's.	1	$40,000.00	$40,000.00	$0.00	**$40,000.00**
	BA Simulators	Dry Gas / Simulators	2	$176.50	$353.00	$0.00	**$353.00**
	Breath Instrument	Mouthpieces	1,000	$0.24	$240.00	$0.00	**$240.00**
					$40,593.00	**$0.00**	**$40,593.00**
Personnel							
	Overtime and Fringe	Salary and Fringe Benefits of Full Time DWI Unit Officers	1	$110,210.00	$110,210.00	$55,105.00	**$55,105.00**
	Overtime and Fringe	DWI Overtime and Fringe	1	$14,000.00	$14,000.00	$7,000.00	**$7,000.00**
					$124,210.00	**$62,105.00**	**$62,105.00**
Training							
	Professional Development	LETSAC	2	$750.00	$1,500.00	$0.00	**$1,500.00**
	Training Conducted	DWI Conference	1	$150.00	$150.00	$0.00	**$150.00**
					$1,650.00	**$0.00**	**$1,650.00**
				Total Contract	**$166,453.00**	**$62,105.00**	**$104,348.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018

(Application due by March 01, 2017)

Traffic and Highway Safety Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	010649846

City: Joplin **State:** MO **Zip:** 64801-2316 **County:** Jasper

Phone: 417-623-3131 **Fax:** 417-623-4604

Contact: Sgt. Jared Delzell **Email:** jdelzell@joplinmo.org

Jurisdiction: Rural **Jurisdiction Population:** 54,000

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: DWI Enforcement and Youth Alcohol **Requested Amount:** $29,723.25

Brief Description: DWI Saturation Patrols/Checkpoints

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The Joplin Police Department investigated 5,165 traffic crashes from 2013-2015. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 1,249 resulted in a serious physical injury, and another 21 resulted in a fatality.
Of the 1,249 crashes resulting in serious injury or death, 66, or 5.28%, had alcohol as a contributing factor. Alcohol was a contributing factor in 174 total traffic crashes in the City of Joplin between 2013-2015. Additionally, the Joplin Police Department issued 530 DWI violations in 2015 alone.
The City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.
The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2013-2015, there were
293 alcohol involved crashes in Jasper County, ranking 11th in the state. There were 216 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 136 alcohol related crashes, ranking 13th in the state. In 2015, the City of Joplin recorded 50 alcohol related crashes. Of those, 15 injuries were reported and 36 with property damage. In 2014, one alcohol related crash resulted in a fatality.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:
- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:
Number of fatalities involving drivers with .08 BAC or greater

Benchmark:
2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:
1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The overall goal is to prevent, and apprehend drivers impaired by drugs and or alcohol. Officers will focus saturation patrols and DWI Checkpoints toward keeping our streets safer and reducing the number of DWI crashes.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	No
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
	2- The City of Joplin does not currently ban using a cell phone while driving. It does however, have a policy that all drivers maintain control of the vehicle and remain alert to the roadway while operating a vehicle	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	
	The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	most funds were used.	
15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	530
19	Total number of speeding violations written by your agency.	479
20	Total number of HMV violations written by your agency.	2721
21	Total number of child safety/booster seat violations written by your agency.	48
22	Total number of safety belt violations written by your agency.	1556
23	Total number of sobriety checkpoints hosted.	5
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	69

37	Total number of commissioned law enforcement officers available for overtime enforcement.	105
38	Total number of vehicles available for enforcement.	52
39	Total number of radars/lasers.	46
40	Total number of in-car video cameras.	36
41	Total number of PBTs.	21
42	Total number of Breath Instruments.	5

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Primary Enforcement Locations will be Joplin City Streets, mainly around bar areas and high DWI crash and arrest areas. This will also include state roadways within the city of Joplin and on I44. These funds are also used to pay overtime for Joplin officers working with other agencies through the DWI Task Force

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted throughout the grant cycle. Enforcement efforts increase during the warmer weather months and during the holiday campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will be primarily conducted on Thursday, Friday and Saturday.

47 Enter the time of day in which enforcement will be conducted.

Most DWI enforcement details are conducted during the late evening and early morning hours, usually between 8:00 P.M. and 3:00 A.M

48 Enter the number of officers assigned during the enforcement period. 6

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Motorola APX 7000 portable radios. The Joplin PD and Joplin city services use an 800Mhz digital trunking system for radio communications. This system is compatible with the State of Missouri's MOSWIN system. Equipment purchased last year for the BAT Bus will help our equipment communicate with Jasper County's NexEdge VHF System at checkpoints, but we are still unable to communicate with numerous other agencies inside the DWI Task-force. When Joplin Officers take the BAT Bus to Barry County, Barton County, Lamar, Monett, and several other agencies, Joplin SFST, BA, and checkpoint supervisor officers are unable to communicate with officers for those outside jurisdictions effectively. If the APX 7000's are granted, they would be issued to both DWI full time officers as well as the DWI unit supervisor, who attends all of the task force checkpoints to ensure safe and effective communications at the checkpoint.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME			155,785
MULTI-JURISDICTION CYBER CRIME			86,155
MO Crimes against Children		13,997	
ATF OVERTIME		16,738	
OCDETF		2,519	
ICE	6,405		
BULLETPROOF VEST PROGRAM		3,591	
BULLETPROOF VEST PROGRAM		4,065	
JUSTICE ADMINISTRATION GRANT			1,192
JUSTICE ADMINISTRATION GRANT			7,300
JUSTICE ADMINISTRATION GRANT			25,006

HUD 2016 Project 17,000

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radio	Motorola APX7000 VHF/800 Mhz Portable radio	3	$5,657.75	$16,973.25	$0.00	**$16,973.25**
					$16,973.25	**$0.00**	**$16,973.25**
Personnel							
	Overtime and Fringe	Overtime for personnel and fringe	1	$12,000.00	$12,000.00	$0.00	**$12,000.00**
					$12,000.00	**$0.00**	**$12,000.00**
Training							
	Professional Development	One officer to LETSAC	1	$750.00	$750.00	$0.00	**$750.00**
					$750.00	**$0.00**	**$750.00**
				Total Contract	**$29,723.25**	**$0.00**	**$29,723.25**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018

(Application due by March 01, 2017)

Traffic and Highway Safety Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

Agency:	Joplin Police Dept.			**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.			**Federal Tax ID#:**	446000196
				DUNS #:	010649846
City:	Joplin	**State:**	MO	**Zip:**	64801-2316
Phone:	417-623-3131	**Fax:**	417-623-4604		
Contact:	Sgt. Jared Delzell	**Email:**	jdelzell@joplinmo.org		
Jurisdiction:	Rural	**Jurisdiction Population:**	54,000		

County: Jasper

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV Overtime

Requested Amount: $15,650.00

Brief Description: Fund officer overtime

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.

The Joplin Police Department investigated 5,165 traffic crashes in the city limits from 2013-2015. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 5,165 crashes, 785 resulted in a serious physical injury, and another 14 resulted in a fatality.
Of the 799 crashes that resulted in a serious injury or a fatality, 65, or over 8%, had excessive speed as a contributing factor. Additionally, in 2015 the Joplin Police Department issued 5,428 citations for hazardous moving violations. Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, and traffic signal violations.
The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2013 through 2015, Jasper County responded to 902 speed related crashes. Newton County worked 585 crashes where speed was a factor. In 2015 Jasper county ranked 14th among Missouri Counties in regards to speed related crashes, and Newton County ranked 20th. Between the years 2013 and 2015 the Joplin Police Department worked 283 speed related crashes and was ranked 26th in the state.

GOALS/OBJECTIVES

In 2012-2014, there were 414,173 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

Goal #1:
To decrease HMV/aggressive driving related fatalities to:
- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:
Number of HMV/aggressive driving-related fatalities

Benchmark:
2012 aggressive driving-related fatalities = 326
(308 in 2013, 287 in 2014)

Goal #2:
To decrease speed-related fatalities to:
- 312 by 2013
- 297 by 2014
- 283 by 2015
- 268 by 2016

Performance Measure:
Number of speed-related fatalities

Benchmark:
2012 speed-related fatalities = 326
(302 in 2013, 276 in 2014)

Objective:
Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

Our goal is deploy officers on overtime into high crash areas. Officers will contact drivers for various violations with an emphasis on hazardous moving violations, those violations that cause injuries and fatalities.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	No
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
	2- The City of Joplin does not currently ban using a cell phone while driving. It does however, have a policy that all drivers maintain control of the vehicle and remain alert to the roadway while operating a vehicle.	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	
	The previous Special Enforcement Bureau was eliminated. The Traffic and DWI unit were moved to the Uniformed Services Bureau, causing little change in operations. The previous clerk position in the traffic unit was eliminated and tasks were divided within the agency.	
12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	There was a small amount of HMV funds given back due to a planned enforcement event in the end of the fiscal year that was canceled due to poor weather, rendering the enforcement detail too dangerous for officers to complete. This was an HMV enforcement with MSHP aircraft that prevented the aircraft from flying. It was re-scheduled and completed in the following fiscal year.	
15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	1,309
19	Total number of speeding violations written by your agency.	503
20	Total number of HMV violations written by your agency.	4,247
21	Total number of child safety/booster seat violations written by your agency.	7
22	Total number of safety belt violations written by your agency.	650
23	Total number of sobriety checkpoints hosted.	5
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5165
25	Total number of traffic crashes resulting in a fatality.	21
26	Total number of traffic crashes resulting in a serious injury.	1249
27	Total number of speed-related traffic crashes.	348
28	Total number of speed-related traffic crashes resulting in a fatality.	8
29	Total number of speed-related traffic crashes resulting in a serious injury.	131
30	Total number of alcohol-related traffic crashes.	174
31	Total number of alcohol-related traffic crashes resulting in a fatality.	4
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	62
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	100
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	70

37 Total number of commissioned law enforcement officers available for overtime enforcement. 105

38 Total number of vehicles available for enforcement. 52

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 36

41 Total number of PBTs. 23

42 Total number of Breath Instruments. 5

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Joplin city streets, including state and federal highways, such as I-44, I-49/MO 249. Officers will concentrate enforcement in high traffic areas and high crash locations to reduce the number of crashes and moving violations.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

HMV grant enforcement is conducted March through December. Joplin crash data shows a decrease by 19% from Feb to March according to three year average data. For this reason, primary enforcement will focus on warmer months, and includes December due to increased traffic around the holidays.

46 Enter the days of the week in which enforcement will be conducted.

Friday is the highest average for crashes in the City of Joplin. Thursday is second. Therefore, most details will be conducted on Thursdays and Fridays, with the possibility of a few details on other week days. Monday - Friday has the highest crash numbers with Saturday slightly lower and Sunday the crash volume is very low. Statewide campaigns will also affect these days, as this agency will be participating in all of those.

47 Enter the time of day in which enforcement will be conducted.

Joplin's highest times for crashes are noon - 6:00 P.M. with moderate numbers starting at 7 A.M. and running until 8 P.M. Enforcement efforts will primarily focus from noon-6 P.M.

48 Enter the number of officers assigned during the enforcement period. 4

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

The JAMAR Radar Recorder allows you to gather hard evidence
of whether or not a problem really exists. It is a speed enforcement evaluator that would allow officers determine if speeding is a problem in a specific area. It would also give a vehicle count that would point specific enforcement times.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis .

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The agency will compare numbers from previous years of enforcement, and response to traffic crashes to identify problem areas. We will evaluate the enforcement to the data to evaluate the project success in lowering crashes .

ADDITIONAL FUNDING SOURCES

Everything listed below are from budget cycle 11/1/15 to 10/31/16

US Dept of Interior passed through the MISSOURI DEPARTMENT OF PUBLIC SAFETY:

MULTI-JURISDICTION CYBER CRIME	155,785
MULTI-JURISDICTION CYBER CRIME	86,155
MO Crimes against Children	13,997
ATF OVERTIME	16,738
OCDETF	2,519
ICE	6,405
BULLETPROOF VEST PROGRAM	3,591
BULLETPROOF VEST PROGRAM	4,065
JUSTICE ADMINISTRATION GRANT	1,192
JUSTICE ADMINISTRATION GRANT	7,300
JUSTICE ADMINISTRATION GRANT	25,006

HUD 2016 Project 17,000

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radar	JAMAR Radar Recorder / Data collector. See question 49 for details.	1	$4,650.00	$4,650.00	$0.00	**$4,650.00**
					$4,650.00	**$0.00**	**$4,650.00**
Personnel							
	Overtime and Fringe	Requested funding for officer to work overtime to work HMV enforcement.	1	$11,000.00	$11,000.00	$0.00	**$11,000.00**
					$11,000.00	**$0.00**	**$11,000.00**
				Total Contract	**$15,650.00**	**$0.00**	**$15,650.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017
Council Bill No. 2017-109
Item: Award of Construction Contract for the Eastmorland Public Sewer Line Replacement Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2017-109

Department Head: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

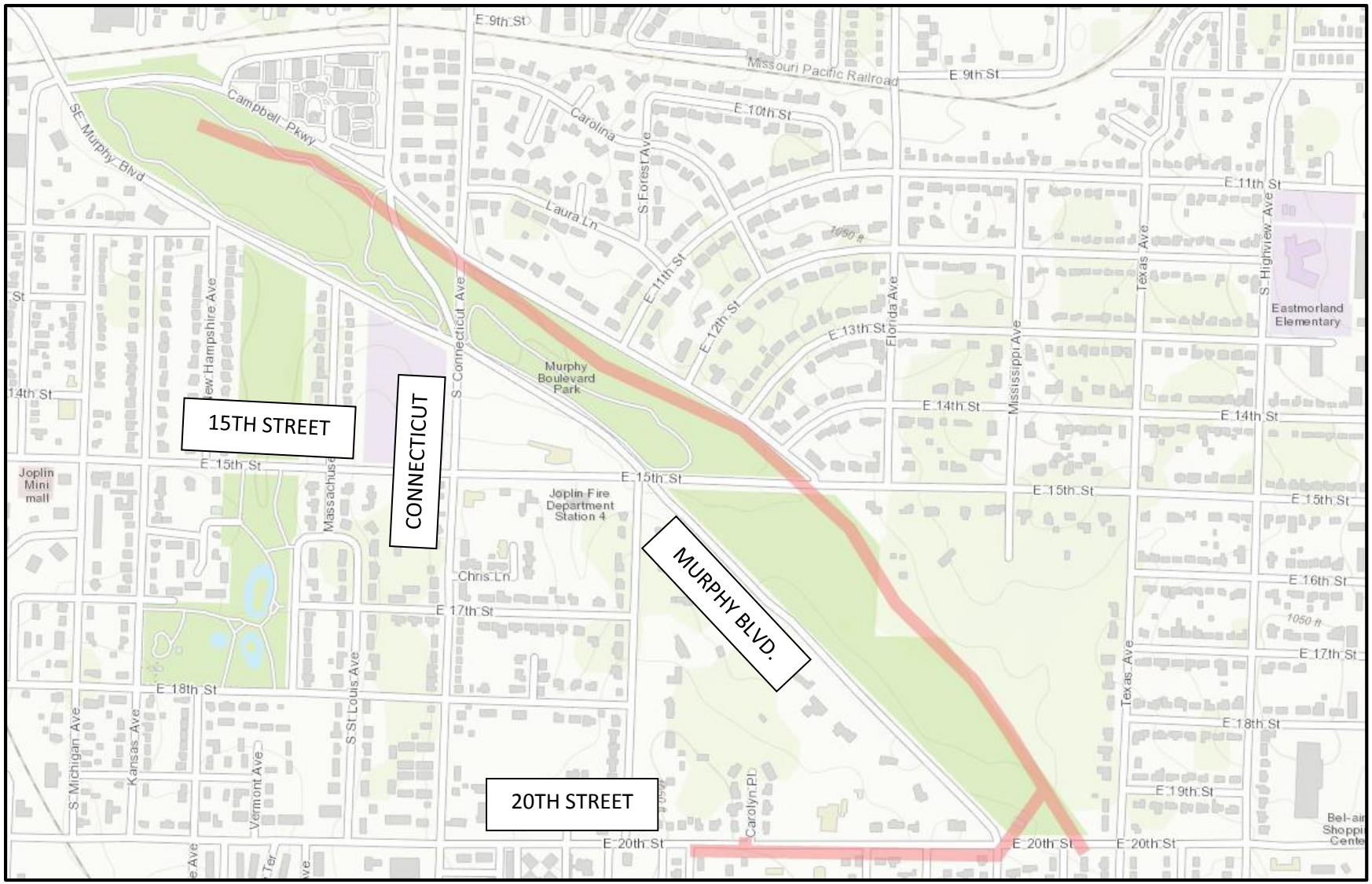
Recommended Action: Approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $872,530.50 for the Eastmorland Public Sewer Line Replacement project funded by the CDBG-DR-II grant.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan." On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sewer system and prepare plans and bid documents for projects that include reconstruction of the sanitary sewer system within the recovery area.

Discussion: The project was advertised in accordance with the City of Joplin's procurement policies. Bids from 8 contractors were opened on January 25, 2017; Rosetta Construction Co., Inc. was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The project generally consists of replacing 50-year-old sewer pipes (15-inch diameter) with new 18-inch diameter pipe, along the east side of Murphy Blvd. Park, from 20th Street to the northwest end of the park. Also, from Maryland Ave., eastward to Mississippi Ave., the sewer main under pavement in 20th Street will be relocated southward behind the sidewalk. This is being done to lower future maintenance costs, improve the safety of those performing maintenance, and to reduce the burden to the City and its tax payers for costs and nuisances associated with manhole lids in driving lanes.

Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $872,530.50 for the Eastmorland Public Sewer Line Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Project Map: Eastmorland Public Sewer Line Replacement



LEGEND:

EASTMORLAND SANITARY SEWER PROJECT

BID TABULATION

PROJECT: Eastmorland Public Sewer Line Replacement
DATE OF BID OPENING: January 25, 2017

CONTRACTOR	BID
Bennett Inc- Lamar, MO	$1,388,601.50
Crossland Heavy Const.- Columbus, KS	$1,777,647.90
Dalton Killinger- Joplin, MO	$1,182,892.10
D & E Plumbing & Heating - Nixa, MO	$1,245,016.00
Jeff Asbell- Carl Junction, MO	$1,099,465.30
Neals Const. - Stockton, MO	$1,155,010.00
Rosetta Const. - Springfield, MO	$872,530.50
Southard Const. - Joplin, MO	$1,058,152.00
Engineers Estimate	$1,240,000.00

COUNCIL BILL NO. 2017-109 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in the amount of Eight Hundred Seventy-Two Thousand, Five Hundred Thirty DOLLARS and 50/100 ($872,530.50) for the Eastmorland Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Rosetta Construction L.L.C. in the amount of Eight Hundred Seventy-Two Thousand, Five Hundred Thirty DOLLARS and 50/100 ($872,530.50) for the Eastmorland Public Sewer Line Replacement Replacement Project in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $872,530.50 from the Community Development Block Grant Fund, Account Number 415-4542-540-8680 Project GFCDII.

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

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Rosetta Construction L.L.C.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved in the 2016-2017 budget.

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

_____, 2017, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017
Council Bill No. 2017-110

Item: Award of Construction Contract for 4th & School Storm Water Improvements Phase I.

Originating Department: Public Works

Attachments:

1) Location Map
2) Bid Summary
3) Council Bill No. 2017-110

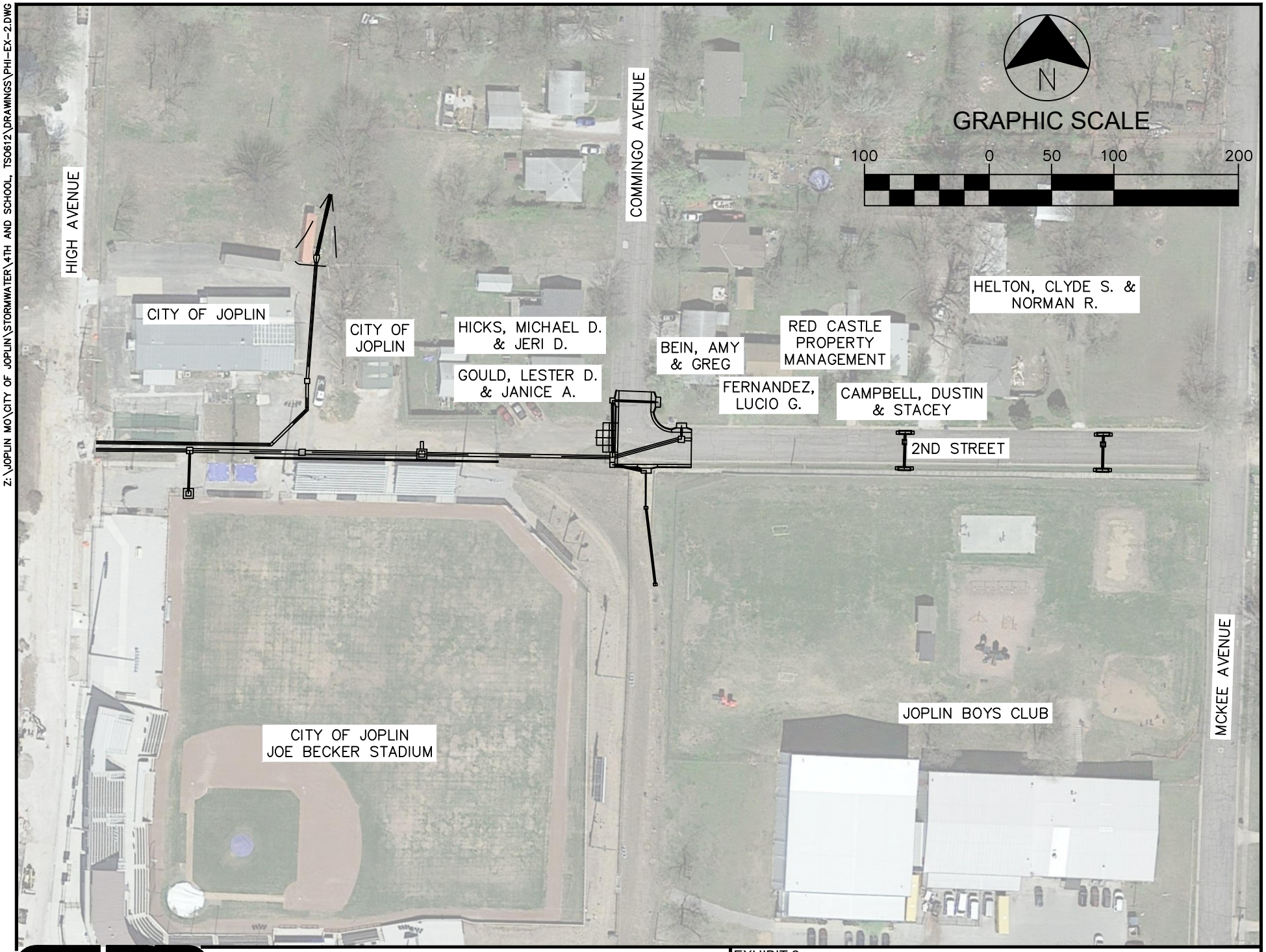
Department Head: Nicholas A. Heatherly
Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Construction Contract with Hunter Chase Construction in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Twenty and no/100 Dollars ($259,520.00) for construction of the 4th & School Storm Water Improvements Phase I. This contract is funded with Community Development Block Grants as part of the NID IV area improvements.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The 4th & School Storm Water Improvements was included on the list of projects approved by voters. On September 8, 2015, Council Bill 2015-150 was approved authorizing the execution of a contract with the firm of Allgeier Martin and Associates, for the purpose of providing design services related to the 4th & School Storm Water Improvements. The entire project has been broken into phases to facilitate construction schedules and funding sources. This phase of the improvements serves the Neighborhood Improvement District IV area that is bounded by Fourth Street and Broadway, and St. Louis and School Street; and is funded with Community Development Block Grants. Utilities have been relocated and the contractor is ready to start work.

Discussion: The project was advertised in accordance with the City of Joplin's Procurement policies. Bids were opened on February 7, 2017 with 8 firms bidding and Hunter Chase Construction provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Hunter Chase Construction in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Twenty and no/100 Dollars ($259,520.00) for construction of the 4th & School Storm Water Improvements Phase I Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



Z:\JOPLIN MO\CITY OF JOPLIN\STORMWATER\4TH AND SCHOOL, TS0612\DRAWINGS\PHI-EX-2.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

EXHIBIT 2
4TH & SCHOOL
JOPLIN, MISSOURI
FEBRUARY 2017

BID TABULATION

PROJECT: 4th & School Storm Drainage Improvements Phase 1
DATE OF BID OPENING: February 7, 2017

CONTRACTOR	BID
Hunter Chase & Associates	259,520.00
Jeff Asbell Excavating	259,709.18
Dalton-Killinger	283,381.00
Sprouls Construction	285,928.00
Bennett Inc.	304,965.00
Emery Sapp & Sons	379,200.00
Southard Const	398,930.00
Goins Enterprise	396,378.00
Engineering Estimate	325,000.00

COUNCIL BILL NO. 2017-110 ORDINANCE NO.

AN ORDINANCE approving the contract with Hunter Chase Construction, in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Twenty DOLLARS and 00/100 ($259,520.00) for the 4th & School Storm Drainage Improvements Phase I in the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the contract be awarded to Hunter Chase Construction, in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Twenty DOLLARS and 00/100 ($259,520.00) for the 4th & School Storm Drainage Improvements Phase I in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work and in substantial conformance with said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from Account Number 130-4555-530-8665 in the Parks & Stormwater Sales Tax Fund and the Community Development Block Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Hunter Chase Construction.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2016-2017 budget.

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

_____, 2017, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017
Council Bill No. 2017-111

Item: Work Authorization with Allgeier, Martin & Associates Inc., for Engineering Services Associated with Rehabilitation and Maintenance of the Turkey Creek Treatment Plant Digesters.

Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (OC-003)
2) Council Bill No. 2017-111

Section Head:	Lynden Lawson
Department Head:	Nicholas A. Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of $45,424.00 for engineering design and bidding services associated with the Trickling Filter at the Shoal Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Shoal Creek Wastewater Treatment Plant are the Trickling Filters. These are large uncovered towers that utilize media to remove solids and Bio-Chemical Oxygen Demand (BOD) during the treatment process. The media collapsed in the north Trickling filter tower after being in service since 1985. The plant currently has the south Trickling Filter tower in use that had media replaced in 1997. The life expectancy of this type of equipment is 20 -30 years; this type of equipment/media has to be periodically replaced to ensure proper wastewater treatment and removal of solids and BOD.

Discussion: The firm of Allgeier, Martin & Associates has been selected to provide the professional engineering services needed to accomplish this emergency maintenance project. The scope of work will include the preparation of design and bidding documents that will provide for the replacement of the media for the north tower. This work will be funded from the Sanitary Sewer Fund by moving money from another project that was approved FY 2016-2017 Budget.

Recommendation: City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $45,424.00 for engineering services associated with Design and Bidding Services for the Trickling Filter at the Shoal Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: Mr. Lynden Lawson		Attention: Dean A. Willis, P.E.	
Department: Public Works - Operations		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820	Fax:		

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

City and Engineer agree to amend their Agreement dated February 22, 2016 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-003 exceed the sum of Forty Five Thousand Four Hundred Twenty Four and No/100 Dollars ($45,424.00).

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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single 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

Lynden Lawson, Assistant Director of Public Works for Operations

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: Dean A. Willis

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

Exhibit A – TABLE OF CONTENTS

Engineering Services Agreement.....6-20

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Services.....21

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Payment/Estimated Fee.....22

Attachment Number Two to Exhibit A.....23

Rate Schedule.....23

EXHIBIT A

Project Name/Description Shoal Creek WWTP Trickling Filter Media

Consultant Allgeier, Martin and Assoc. Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. ~~Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.~~

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. ~~Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

~~A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).~~

~~B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.~~

~~C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.~~

~~D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)~~

A1.04 Surveying Services – General

A. ~~Control Survey~~

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. ~~Existing United States Public Land Survey System Corners~~

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file~~

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

~~A1.08 Construction Phase~~

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change Order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-003 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, and bidding phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and bidding of the work associated with the repairs to the north trickling filter tower at the City of Joplin's Shoal Creek Wastewater Treatment Plant. The project is being pursued on an emergency basis in response to the collapse of the thirty-year old media in this tower, and recognizes that prompt media replacement is essential to the proper operation of the wastewater treatment plant.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Preparation of design documents that provide for the removal and replacement of trickling filter media in the north trickling filter tower.

1.1.3.2 Bidding of the trickling filter media removal and replacement.

1.2 Planning, Design, and Bidding Phases

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental and Regulatory Clearances and Permitting

The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Stormwater permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 60 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents. The bidding of the project and award of the construction contract are anticipated to take 60 days following the OWNER's approval to place the project out for bids

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 / ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017"; with a total compensation ceiling of $45,424.00, as set forth in Work Authorization Number AMA-OC-003 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
Design Phase Services	$30,044
Bidding Phase Services	$15,380
Total Estimated Maximum Fee	$45,424

ATTACHMENT NUMBER TWO TO EXHIBIT A
RATE SCHEDULE
2017

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

	Hourly Billing Rate
Principal/Engineer IV	$191
Principal/Engineer III	$175
Principal/Engineer II	$155
Principal/Engineer I	$140
Designer III/GIS Specialist	$128
Technician III	$108
Technician II	$95
Technician I	$88
Two-Man GPS Survey Crew	$181
One-Man GPS Survey Crew	$140
Three-Man Survey Crew	$201
Two-Man Survey Crew	$155
Registered Land Surveyor II	$166
Registered Land Surveyor I	$145
Survey Crew Member	$72
Right of Way Specialist	$112
Resident Project Representative III	$108
Resident Project Representative II	$95
Resident Project Representative I	$88
Secretary/Assistant	$72
Print Specialist	$72

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

NON-LABOR RATES

Item	Rate
Travel	$0.53 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%

COUNCIL BILL NO. 2017-111 ORDINANCE NO.

AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Forty-Five Thousand Four Hundred Twenty Four and No/100 Dollars ($45,424.00) for engineering services associated Trickling Filter Design and Bidding for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause.

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

Section 1. Approval of Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Forty-Five Thousand Four Hundred Twenty Four and No/100 Dollars ($45,424.00) for engineering design and bidding services associated with Trickling Filter at the Shoal Creek Treatment Facility in the City of Joplin, Newton County.

Section 2. 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 that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2016-2017 budget from Sanitary Sewer Fund No. 415-4542-540-8680, Facility Improvements.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017
Council Bill No. 2017-113

Item: CDBG-DR Crossroads Phase II – Rosetta Construction Contract for Clearing Project

Originating Department: Public Works

Attachments: 1) Bid tab
2) Location Map
3) Contract
4) Council Bill No. 2017-113

Department Head: Troy Bolander	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edward	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of a Construction Contract with Rosetta Construction LLC for $15,572 for the Crossroads Phase II – Clearing Project

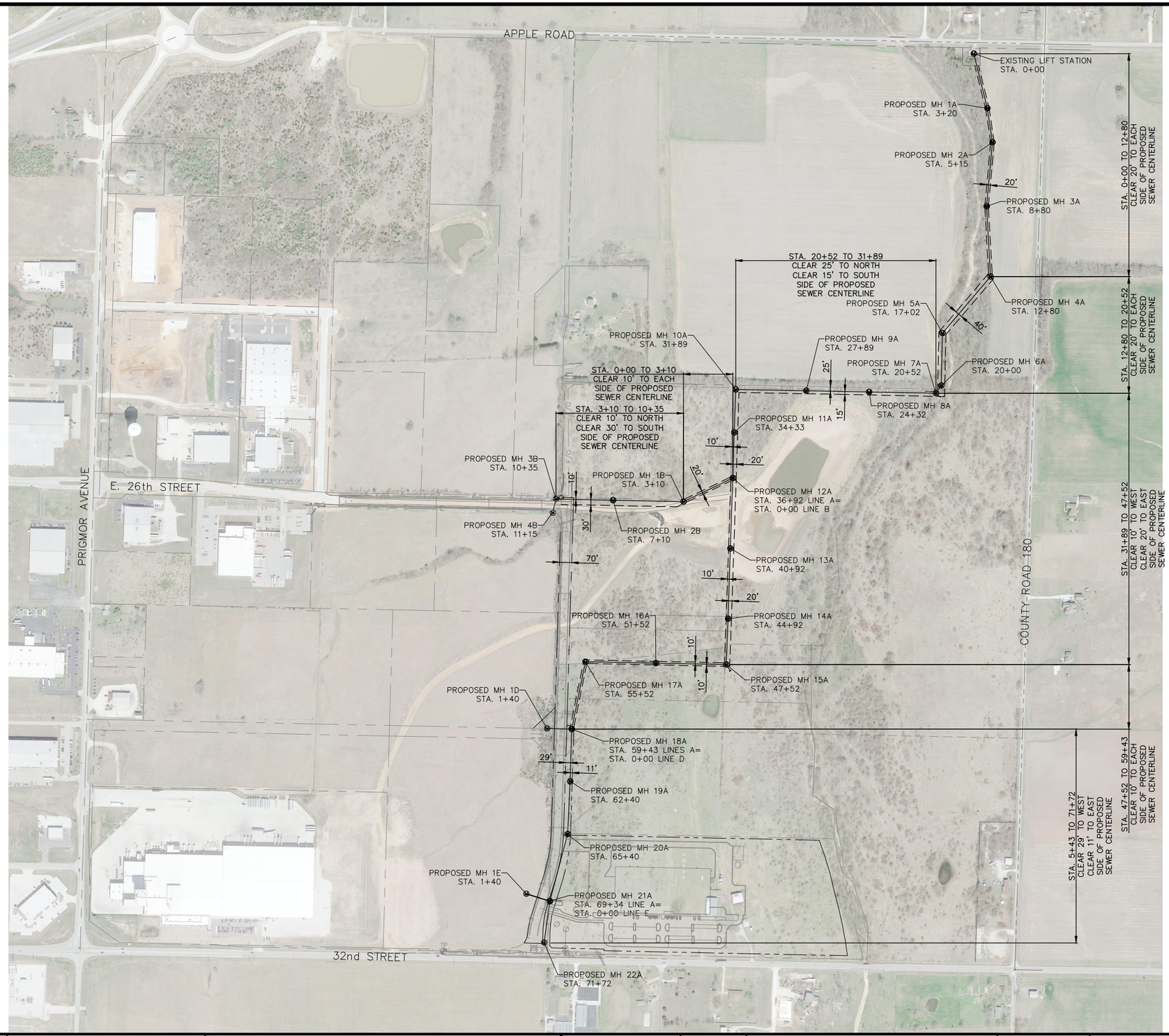
Background: The following Council Bill is for a contract between the City of Joplin and Rosetta Construction for the Crossroads Industrial Park Phase II Clearing project. This contract will be for the necessary clearing and grubbing work to clear sewer easements within the Crossroads Industrial Park. An Environmental Assessment performed on the property identified the potential presence of Indiana bats and Northern long eared bats in the general site area. Correspondence with the U.S. Fish and Wildlife indicated all trees must be felled prior to March 31st in order to avoid environmental compliance complications. The clearing and grubbing project will provide access for the planned sewer improvements. The improved infrastructure to follow will facilitate business, commercial and economic growth within the City of Joplin. City Council previously approved the Crossroads Phase II project as part of the Capital Plan adopted July 7, 2015, and in the Round 1 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 of the Initial Action Plan on December 12, 2015**.**

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on January 30, 2017 with 7 firms bidding. Rosetta Construction, LLC provided the lowest bid which was below the engineer's estimate. All trees must be felled prior to March 31st.

The contract is in the amount not to exceed $15,572.00 that will be incurred for the clearing of sewer easements, including the clearing of underbrush, tree removal, and tree trimming as required to ensure easements are cleared for the sewer improvements to follow.

Recommendation: City staff recommends approval of the Construction Contract to Rosetta Construction, LLC for $15,572.00 for the Crossroads Phase II – Clearing project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Z:\Joplin MO\City of Joplin\Transportation\2016 CDBG Crossroads Phase 2\Wastewater\Drawings\HALF 01.dwg, OVERALL, 1/4/2017 10:34:13 AM, Mjones



NOTES:

1. THE CONTRACT WILL BE SET UP SUCH THAT LIQUIDATED DAMAGES WILL NOT OCCUR UNTIL AFTER THE MARCH 31st DEADLINE. IF THE CONTRACTOR IS ABLE TO FELL ALL TREES AND BRUSH PRIOR TO THIS DEADLINE, LIQUIDATED DAMAGES WILL BE WAIVED.

2. MANHOLES HAVE BEEN STAKED BY ALLGEIER, MARTIN & ASSOCIATES, INC. PRIOR TO BIDDING FOR CONTRACTORS USE. ANY ADDITIONAL STAKING NEEDED BY CONTRACTOR SHALL BE CONTRACTORS RESPONSIBILITY.

3. CONTRACTOR SHALL REMAIN WITHIN THE NOTED EASEMENTS WHEN CROSSING THE EXISTING WHEAT FIELDS. ANY DAMAGE TO CROPS OUTSIDE OF THE EASEMENTS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

4. THIS WORK CONSISTS OF THE CLEARING OF SEWER AND ROAD EASEMENTS BY USE OF MULCHING EQUIPMENT. THIS INCLUDES CLEARING OF UNDERBRUSH, TREE REMOVAL, AND SUCH TREE TRIMMING AS IS REQUIRED SO THAT THE EASEMENTS ARE CLEARED CLOSE TO THE GROUND AND TO THE WIDTH SPECIFIED. TREES WHOSE TRUNKS LIE OUTSIDE OF THE EASEMENT SHALL BE SIDE TRIMMED SO THAT THE EDGE OF THE EASEMENT IS CLEAR GROUND TO SKY. (SEE RIGHT–OF WAY CLEARING GUIDE). ALL TRIMMING SHALL BE DONE USING GOOD ARBORICULTURAL PRACTICES. LARGE DIAMETER TREES THAT ARE DIFFICULT TO MULCH MAY CUT DOWN, LIMBED AND THE LARGE DIAMETER TRUNKS MAY BE LEFT ALONG THE OUTSIDE EDGE OF THE EASEMENT. ALL LIMBS MUST BE MULCHED. MULCH LEFT BY THE MULCH MOWER MAY REMAIN ON THE GROUND WHERE IT WAS MOWED AS LONG AS IT DOES NOT EXCEED FOUR INCHES IN DEPTH. CONTRACTOR SHALL NOT DRIVE ACROSS ANY CROPS OUTSIDE OF THE PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS SHOWN ON THE DRAWINGS.

   ATTENTION IS DRAWN TO THE FACT THAT ENVIRONMENTAL ISSUES FOR THIS PROJECT REQUIRE THAT ALL TREES AND BRUSH MUST BE FELLED BEFORE MARCH 31, 2017.

North

GRAPHIC SCALE
300 0 150 300 600

811 Know what's below. Call before you dig.

THE "ORIGINAL" OF THIS DOCUMENT, WITH PROFESSIONAL ENGINEER'S SEAL & DATED SIGNATURE, IS ON FILE AT THE OFFICES OF ALLGEIER, MARTIN and ASSOCIATES, INC.
CIVIL ENGINEER: KURT E. HIGGINS
LICENSE NO. E–30041

STATE OF MISSOURI
KURT E. HIGGINS
NUMBER E-30041
REGISTERED PROFESSIONAL ENGINEER
01-05-17

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

REV DATE:	REVISION:

DWN BY:	MHJ
CKD BY:	AES
APD BY:	KEH
DATE:	JANUARY,2017

CROSSROADS OVERALL SEWER LINE AND ROAD EASEMENT CLEARINNG
SEWER AND WASTEWATER PUMPS
PROJECT CDBG-DR-PH 2, JOPLIN, MISSOURI

PLAN NO:
SHEET 1

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street | Joplin, MO 64804

Crossroads Industrial Park Interceptor Sewer and Road Easement Clearing Project

CDBG-DR-Ph 2 - Joplin, MO | January 30, 2017 at 2:00 p.m.

Item #	No. of Units		Rosetta Construction, LLC Springfield, MO		Land Maintenance, LLC Decaturville, TN		Southard Const. Co Joplin, MO	
			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	LS	Clearing of approximately 9 acres of sewer and road easements with the use of mulching equipment, Complete.	$15,572.00	$15,572.00	$32,000.00	$32,000.00	$33,798.00	$33,798.00

Item #	No. of Units		Jeff Asbell Exc. & Trucking Carl Junction, MO		Hunter Chase & Assoc., Inc. Springfield, MO		Kenny Singer Const. Co., Inc. Aurora, MO		Weber's Tree Service Gladstone, MO	
			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	LS	Clearing of approximately 9 acres of sewer and road easements with the use of mulching equipment, Complete.	$34,400.00	$34,400.00	$39,999.00	$39,999.00	$57,090.00	$57,090.00	$76,450.00	$76,450.00

This is to certify that at 2:00 p.m. on January 30, 2017 at the City of Joplin, MO, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____

Kurt Higgins, P.E., Vice President

AGREEMENT

CITY OF JOPLIN AND ROSETTA CONSTRUCTION LLC

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:

CROSSROADS INDUSTRIAL PARK INTERCEPTOR SEWER AND ROAD EASEMENT CLEARING PROJECT, CDBG DR PH2

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 30 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act:

a. Missouri Wage Rate: 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.

b. Davis Bacon: The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. 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, 2017, 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single 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.

5. 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 $15,572.00 (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.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for 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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. Contractor's Responsibility for Subcontractors.

a. 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.
b. 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.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. 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.

10. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. 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,

Contractor (or surety) shall be liable to the City in the amount of $500 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.

14. 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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. 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.

16. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

17. 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.

18. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal l Accessibility Standards.

22. 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.

23. 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.

24. Travel Policy. The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem is not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

25. 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 (10-13-2015 Revised Edition)
- **e.** Special Conditions
- **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 Fifteen Thousand Five Hundred Seventy Two and 0/100 ($15,572.00) dollars, said amount being subject to any approved addenda or change order.

26. 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.

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

28. Environmental Compliance: For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

29. Procurement of Recovered Materials. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

30. Lead Based Paint Poisoning Prevention Act. Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

31. 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.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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.

32. 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.

33. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification attached herein. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. Anti-Kickback Back Rules. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

35. 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

36. 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.

37. 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.

38. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

39. 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 final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly

authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

40. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

41. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

42. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a “good faith effort” includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

43. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

44. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

45. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
g) .
h) The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect’s required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

46. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

47. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

48. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

49. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

50. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

51. 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.

52. 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.

53. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

54. 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.

55. 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 351.572 RSMo.

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

56. 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.

57. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

58. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

59. 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.

60. 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.

61. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

62. 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.

63. 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.

64. 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.

65. General Conditions. The Contractor agrees to comply with the General Conditions attached herein.

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

By: _____
Nicholas A. Heatherly, Public Works Director

COUNCIL BILL NO. 2017-113 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a contract with Rosetta Construction, LLC in the amount of $15,572 (Fifteen Thousand Five Hundred Seventy Two and 0/100 Dollars) for the Crossroads Phase II Clearing project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a contract with Rosetta Construction, LLC in the amount of $15,572 (Fifteen Thousand Five Hundred Seventy Two and 0/100 Dollars) for the Crossroads Phase II Clearing project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

Section 4. Project will be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017
Council Bill No. 2017-114

Item: Agreement with Empire District Electric Company in the amount of $50,129.67 for the removal of street lights along Main St. from 15th to 32nd Street.

Originating Department: Public Works

Attachments: 1) Location Map
2) Contract
3) Council Bill No. 2017-114

Department Head: Troy Bolander	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edward	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of an agreement with Empire District Electric Company for the removal of street lights along Main Street from 15th to 32nd Street funded through CDBG-DR.

Background: In July, 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In September of 2015 the City of Joplin approved with Joplin Engineering Team lead by Olsson Associates for the design, bidding and construction management for the Main Street Improvements from 15th Street to 32nd Street. The improvements will include the removal of existing street lights and installation of new LED street lights.

Discussion: Attached is the proposed agreement between the City of Joplin and Empire District Electric Company. In order to make improvements to Main Street from 15th to 32nd it will be necessary to remove the existing street lights located on city right of way. The total cost of work required for the street light removal is $50,129.67. This is under the contract bid for the same item of $51,000. It is important that the agreement be signed as soon as possible. Removal of the lights on one side of the street will be a first order of work.

Recommendation: It is recommended that the proposed agreement with Empire District Electric Company for the removal of street lights along Main Street from 15th Street to 32nd Street be approved.

Empire District
A Liberty Utilities Company

SAM MCGARRAH
Director of System Performance
Tel: 417-625-6526
smcgarrah@empiredistrict.com

February 10, 2017

Mr. Dan Salisbury, PE
City of Joplin
Assistant Director of Public Works/Engineering
602 S. Main Street
Joplin, Missouri 64804

Re: City of Joplin
Municipal Electric Service Agreement

Dear Dan,

Article 4 of the 2014 Municipal Electric Service Agreement (MESA) between The Empire District Electric Company and the City of Joplin states:

> The COMPANY shall change the location of or remove any street lamp in use upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof as determined by the records of the COMPANY.

The execution and return of this correspondence by the City of Joplin to Empire shall constitute written request that Empire remove the street lights along Main Street from 15th Street to 32nd Street pursuant to the terms of the MESA.

Empire has provided the City a $50,129.67 estimate for these services, which represents our good faith estimate of Empire's actual cost to remove as determined by the records of the company at the completion of the work. The estimate provided is only for removal of the street lights along Main Street from 15th Street to 32nd Street, and it does not include any remaining book value for the facilities installed at those locations since they have been maintained under contract for duration longer than the depreciable life.

Empire's bid for this project is the actual costs to remove the equipment as determined by its records at the completion of the work. However, consistent with our discussions about this project, in this specific instance Empire will not bill the City of Joplin for any remaining book value for the street light facilities along Main Street from 15th Street to 32nd Street.

Thank you for your attention concerning this matter.

Very truly yours,
THE EMPIRE DISTRICT ELECTRIC COMPANY

Sam McGarrah
Director of System Performance

ACCEPTED AND APPROVED:

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

COUNCIL BILL NO. 2017- 114 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District Electric Company in the amount of $50,129.67 (Fifty Thousand One Hundred Twenty Nine and 67/100 Dollars) for the removal of street lights along Main Street from 15th to 32nd Street and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter an agreement with Empire District Electric in the amount of $50,129.67 (Fifty Thousand One Hundred Twenty Nine and 67/100 Dollars) for the removal of street lights along Main Street from 15th to 32nd Street.

Section 2. Upon the final approval and acceptance of the contractor's work in substantial conformance with said agreement in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves work to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

Section 4. Project will be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

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

_____, 2017, by a _____ vote.

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Case 047-16: 2915 East 17th Street – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the operation of a Health Club – Shannon Strahan.

Mr. Smith stated that this case was a tabled case and it is being represented.

Shannon Strahan, 2611 E 15th Street, Joplin, MO. She spoke that she wanted to build her own fitness center on east 17th Street for classes just for ladies. Ms. Strahan owns Girlfriends Fitness which currently operates on 32nd Street but needs more space.

Mr. Smith asked approximately how many people she was going to have. Ms. Strahan stated that her classes are usually around 6 people per class, small classes.

Mr. Smith asked about the parking, if there were any off street parking. Ms. Strahan stated that there was a parking lot on the site. Ms. Cunningham stated that the parking lot was on the site layout and meets the requirements for the designated use.

Mr. Smith asked if there were any more questions from the board for Ms. Strahan? There were none. He also asked if there was anyone else here to speak in favor of this proposal. There was not. He asked if there was anyone to speak against this proposal? There was not.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT REZONING FOR 2611 EAST 15TH STREET BE FORWARDED TO CITY COUNCIL FOR PASSAGE. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. RAMSOUR AND MR. SMITH VOTING "AYE"; AND WITH MR. DERMOTT AND MS. BRUECKNER-SEARS BEING ABSENT (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: February 13, 2017
City Council Meeting: February 20, 2017

STAFF PLANNING REPORT
Rezoning

CASE 047-16 A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District).

LOCATION 2915 East 17th Street

APPLICANT Shannon Strahan

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	100 x 150

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1, C-1	R-1	R-1
Land Use	Residential	Residential and Commercial	Residential	Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail and commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
17th Street	Secondary	50'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run through the alley directly north of this property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future retail/commercial development in the Future Land Use map of the Comprehensive Plan. It provides screening from adjacent residential properties, parking lot landscaping, and a sidewalk along the southern side of the property facing 17th street.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial development. Pending rezoning approval, this site would be zoned Neighborhood Commercial, which would provide a transition from high-density commercial along Rangeline to residential zoning districts south of Highview Avenue.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. Although there is a residential house to the east of this property, this area has been designated as future commercial development.

DISCUSSION

This property consists of a 15,000 square foot lot located at 2915 East 17th Street. This piece of land is located in the tornado zone; any increase in zoning intensity also requires a Site Plan approval by the City Council. The proposed development is a women's gym. The gym is approximately 3300 square feet, which requires 11 parking spaces. The current site layout has 18 parking spaces. The building will also have areas for a spa and additional classrooms.

The site will also have a buffer between the proposed commercial area and the surrounding residential lots surrounding. Additionally, there will be sidewalk along the southern portion of the property that fronts 17th street along with a landscape buffer surrounding the parking lot. This site is currently zoned for residential development, but it is located in a future commercial/retail corridor.

This case was originally presented to the Planning and Zoning Commission on November 14, 2016. Staff recommended tabling this item until the developer provided the City with a sufficient site plan. The developer has met all city requests and submitted a site plan that provides all required information.

Staff recommends approval of Case 047-16.

ATTACHMENTS

- Application
- Site plan
- Architectural renderings
- 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.: 047-16
Filing Fee: $ ~~350.00~~ $450.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT: SHANNON STRAHAN PHONE: 417-850-6002
ADDRESS: 2611 E. 15th St. ZIP: 64804
OWNER: MICHAEL & SHANNON STRAHAN PHONE: 417-850-6002
ADDRESS: 2611 E. 15th St. ZIP: 64804
LOCATION OF PROPERTY: 2915 E. 17th St.
LEGAL DESCRIPTION: Fitness Studio for WOMEN

Present Zoning Residential Requested Zoning: Commercial Acreage: .34 Acres
Present Use of Property: VACANT LOT IN CART ZONE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	house, alley	R-1
South	vacant lot, AT+T	R-1
East	house, US Cellular	R-1
West	vacant lot	R-1

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL RESIDENTIAL
BLOCK BETWEEN DANIELINE + HIGHVIEW

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? It is similar to the existing area; example dirmatech is aspen on 25 E. 18th street 2 one block south
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
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 effect 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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Rangeline, E. 17th + Highview
2. Classification of Street(s):
   Arterial Rangeline Collector 17th Street Local Highview
3. Right-of-Way Width: 17th Street is 60 feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No - We will have off street parking,

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

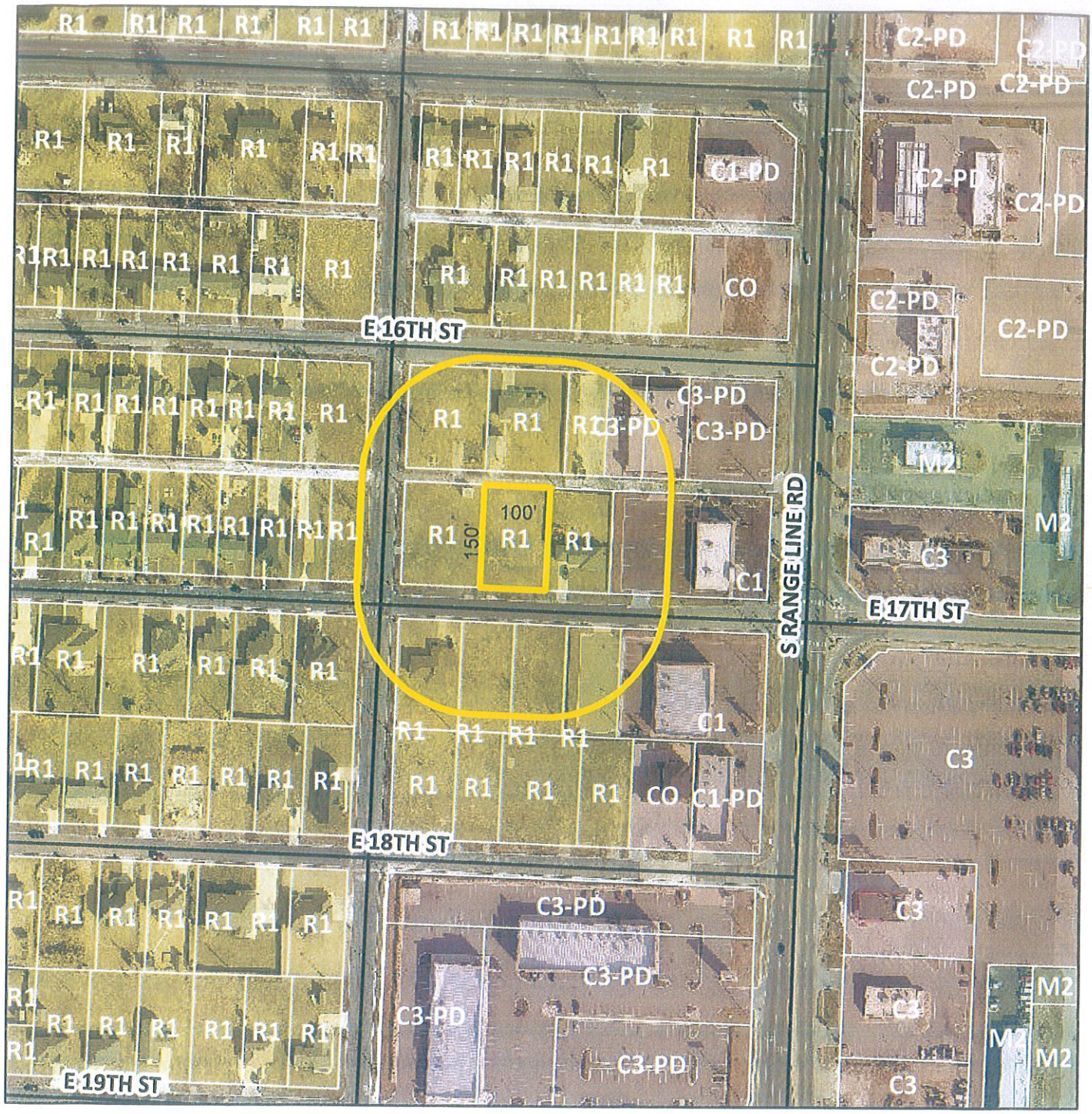
1. Appropriately Sized Lots? yes
2. Properly Sized Street Right-of-Way? yes
3. Drainage Easements? yes
4. Utility Easements:
   - Electricity? yes
   - Gas?
   - Sewers?
   - Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Shannon Seaman DATE: 9-23-16

BY:

TITLE: owner Girlfriends Fitness Joplin



Case 047-16: 2915 E 17th - A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial Development) for the construction of a Health Club - Shannon Strahan.

Elevation
Layout 2

DRAWN BY
Matt Robertson

PROJECT
Girlfriends Gym

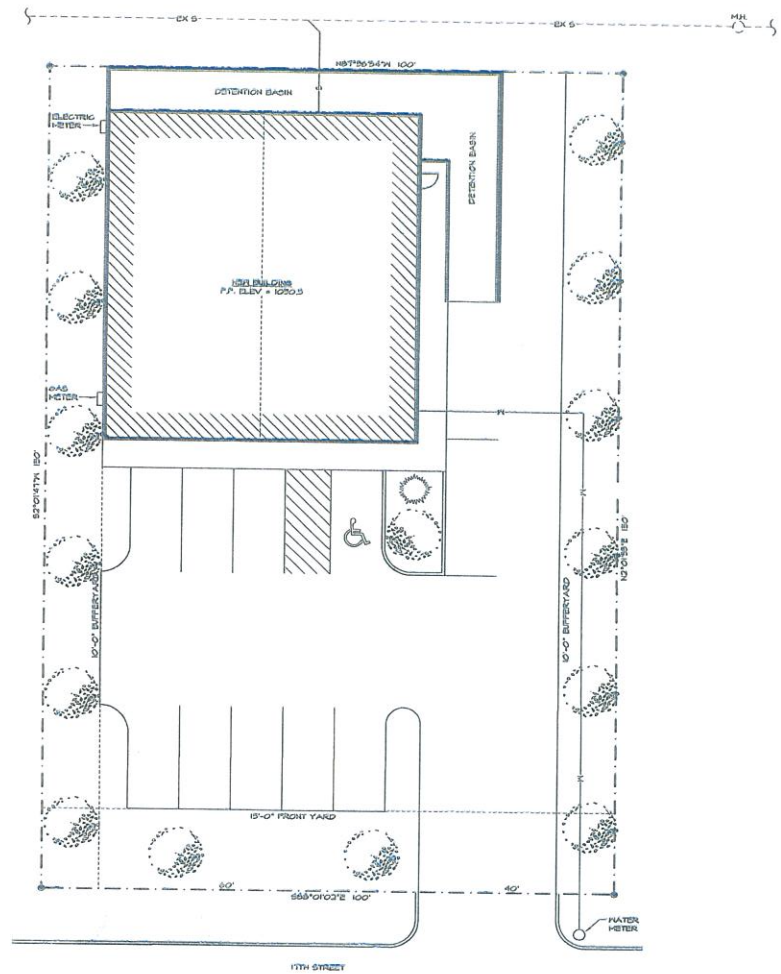
Elevation
Layout 1

DRAWN BY
Matt Robertson

PROJECT
Girlfriends Gym

PIPING LEGEND

W	WATER
EX W	EXISTING WATER
S	SEWER
EX S	EXISTING SEWER



SITE UTILITIES PLAN

SCALE: 1" = 10'-0"

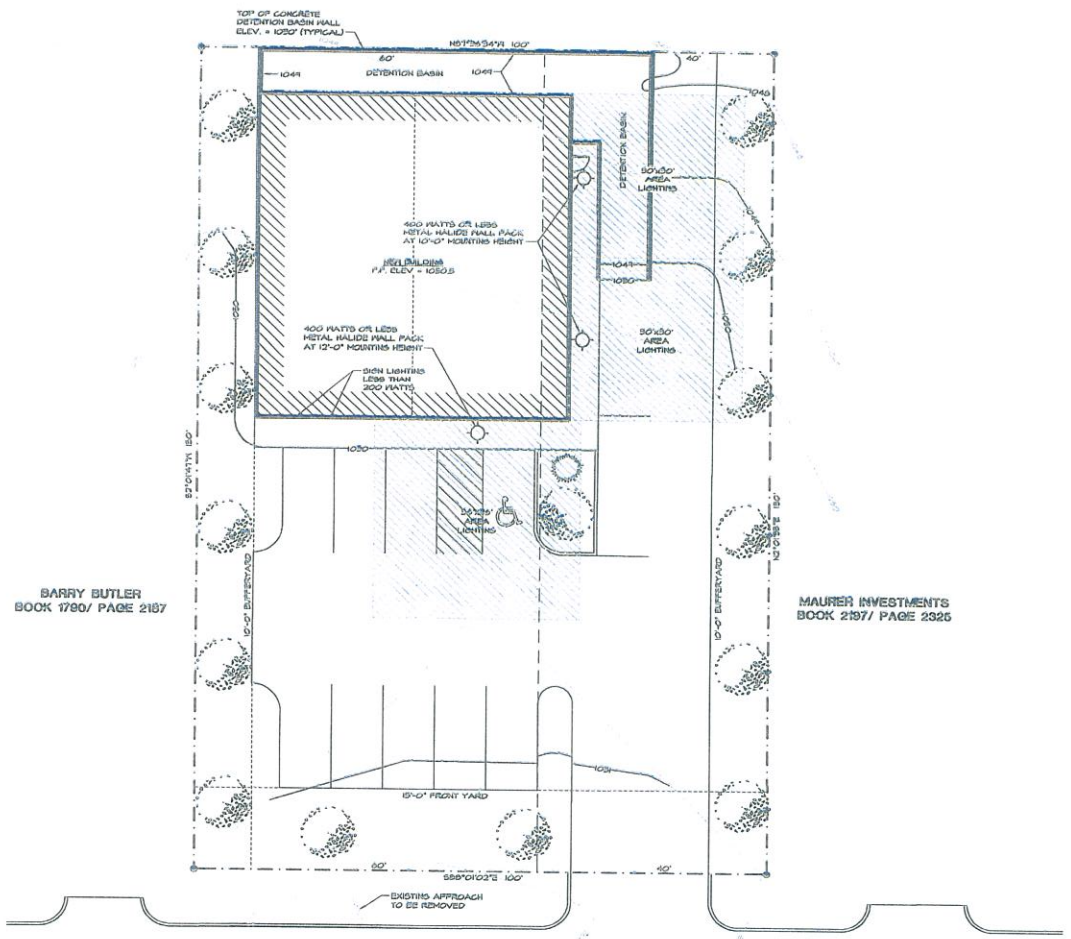
REVISIONS	BY

PRELIMINARY NOT FOR CONSTRUCTION

Security Design Group
ENGINEERS - ARCHITECTS - PLANNERS
BOX 3992
SPRINGFIELD, MO 65801
417.869.7100
X 1.644.270 Sales
sdg@sdgmo.com
sdgsecuritydesigngroup.com

GIRLFRIENDS GYM
2915 E 17TH STREET
JOPLIN, MO

DRAWN NH
CHECKED LH
APPROVED
DATE JANUARY 14, 2017
JOB NO. 7515
SHEET C2
OF SHEETS



SITE LAYOUT PLAN

SCALE: 1" = 10'-0"

SITE DESIGN NOTES

BUILDING USE:
FITNESS CENTER

ZONING CLASSIFICATION:
EXISTING PROPERTY IS 'R1', PROPOSE REZONING OF PROPERTY TO 'C1'

LOT AREA:
0.34 ACRES

ADJACENT PROPERTIES ZONING CLASSIFICATION:
EAST - R1
WEST - R1

PARKING DATA:
DEVELOPMENT TYPE: FITNESS CENTER (OTHER)
PARKING REQUIRED: 1 SPACE PER 300 SQ. FT.
SPACES REQUIRED: 9,300 SQ. FT.
ACCESSIBLE ---------- 1
CONVENTIONAL PARKING ---------- 10
TOTAL ---------- 11
SPACES PROVIDED:
ACCESSIBLE ---------- 1
CONVENTIONAL PARKING ---------- 10
TOTAL ---------- 11

LANDSCAPE DATA:
BUFFERYARD REQUIREMENT:
C/R1 - TYPE 'A', 10'-0" MIN. WIDTH, 6'-0" FENCE, (1) TREE PER 30'-0"
PERIMETER LANDSCAPING REQUIREMENT:
SOUTH: (1) TREE PER 30'-0"

PLANTING LEGEND

UNDER-STORY TREE - TREE SELECTED FROM THE CITY'S LIST OF ACCEPTABLE STREET TREES. TREES SHALL HAVE A MIN. CALIPER WIDTH OF 2" AT TIME OF PLANTING

SHRUB - MINIMUM 18" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING

LEGAL DESCRIPTION

ALL OF LOT NUMBERED ONE HUNDRED TWENTY-FIVE (125) AND THE WEST FORTY FEET OF LOT NUMBERED ONE HUNDRED TWENTY-SIX (126) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

REVISIONS	BY

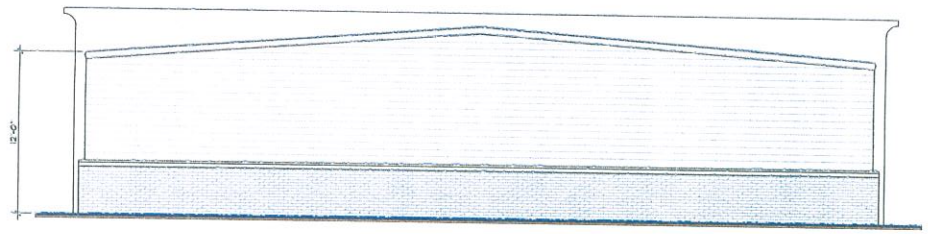
PRELIMINARY NOT FOR CONSTRUCTION

Security Design Group
ENGINEERS - ARCHITECTS - PLANNERS
BOX 3932
SPRINGFIELD, MO 65808
417.887.7600
FX 1.866.276.7604
sdg-sd@sbcglobal.net

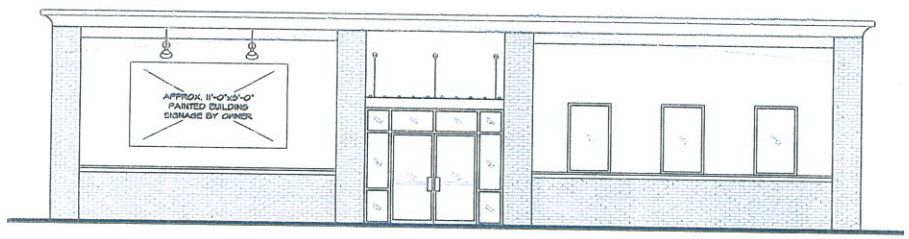
GIRLFRIENDS GYM
2915 E 17TH STREET
JOPLIN, MO

DRAWN	NH
CHECKED	LH
APPROVED	
DATE	JANUARY 19, 2017
JOB NO.	
SHEET	C1

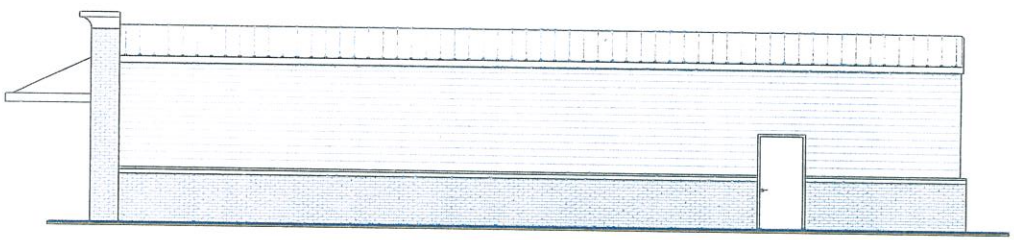
FLOOR PLAN
SCALE: 1/4" = 1'-0"
55'-0"
69'-0"
EXERCISE AREA 102
FOLDING ROOM 101
CLASS EXERCISE AREA 102
LOBBY 104
OFFICE 107
TOILET ROOM 108
LAUNDRY 106
JANITOR 105
MECH 105
CONFERENCE 110
HANDICAP 116
HANDICAP 114
TOILET ROOM 108
WAITING ROOM 117
SHOWER 111
LOBBY 104
OFFICE 107
LAUNDRY 106
TOILET ROOM 105
DRESSING ROOM 115
DRESSING ROOM 113
COMPUTER 114
DRESSING ROOM 115
TANNING BED 116
TANNING BED 112
DRESSING ROOM 115
COMPUTER 114
TANNING BED 116
DRESSING ROOM 115
DRESSING ROOM 113
COMPUTER 114
DRESSING ROOM 115
TANNING BED 116
TANNING BED 112



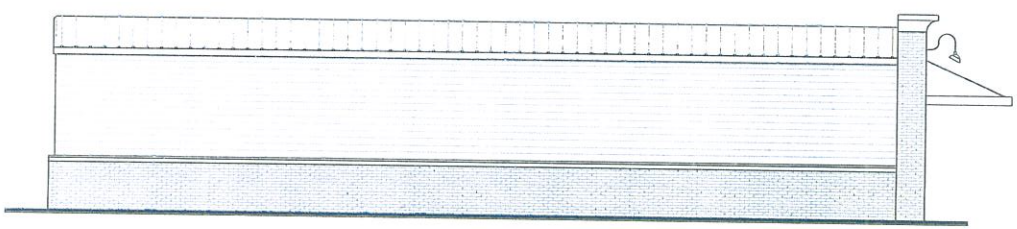
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS	BY

PRELIMINARY
NOT FOR
CONSTRUCTION

Security Design Group
ENGINEERS - ARCHITECTS - PLANNERS
BOX 3992
SPRINGFIELD, MO 65808
sdgsmsdgsgroup.com
417.869.7100
A.1.844.270.4676
sdgsgroup.com

GIRLFRIENDS GYM
2915 E 17TH STREET
JOPLIN, MO

DRAWN
NH
CHECKED
LH
APPROVED
DATE
JANUARY 11, 2017
JOB NO.
7515
SHEET
A2
OF SHEETS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 21, 2017

Item: COUNCIL BILL NO. 2016-290
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 02/13/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 047-16: A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District) for the construction of a Health Club – Shannon Strahan.

STAFF SUMMARY:
This property consists of a 15,000 square foot lot located at 2915 East 17th Street. This piece of land is located in the tornado zone; any increase in zoning intensity also requires a Site Plan approval by the City Council. The proposed development is a women's gym. The gym is approximately 3300 square feet, which requires 11 parking spaces. The current site layout has 18 parking spaces. The building will also have areas for a spa and additional classrooms.

The site will also have a buffer between the proposed commercial area and the surrounding residential lots surrounding. Additionally, there will be sidewalk along the southern portion of the property that fronts 17th street along with a landscape buffer surrounding the parking lot. This site is currently zoned for residential development, but it is located in a future commercial/retail corridor.
Staff recommends approval of Case 047-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Smith stated that this case was a tabled case and it is being represented.
Shannon Strahan, 2611 E 15th Street, Joplin, MO. She spoke that she wanted to build her own fitness center on east 17th Street for classes just for ladies. Ms. Strahan owns Girlfriends Fitness which currently operates on 32nd Street but needs more space.
Mr. Smith asked approximately how many people she was going to have. Ms. Strahan stated that her classes are usually around 6 people per class, small classes. He asked about the parking, if there were any off street parking. Ms. Strahan stated that there was a parking lot on the site. Ms. Cunningham stated that the parking lot was on the site layout and meets the requirements for the designated use.

Mr. Smith asked if there were any more questions from the board for Ms. Strahan? There were none. He also asked if there was anyone else here to speak in favor of this proposal. There was not. He asked if there was anyone to speak against this proposal? There was not.

PUBLIC COMMENT: None.

P & Z Case 047-16
Shannon Strahan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-290 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-1-PD property as described below and located 2915 East 17th Street in the 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 removing the following described property from District R-1 and including same in District C-1-PD:

All of lot one-hundred and twenty-five (125) and the west forty (40) fee of lot one-hundred twenty-six (126) of Campbell's first addition to the City of Joplin, Jasper County, Missouri.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney