JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 2, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. LaVietta Prichard Would Like To Address Council Regarding Solace House Of The Ozarks Opening In A Single Family Dwelling Neighborhood.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-253
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 5703 & 5705 W. Wildwood Ranch Parkway of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-253 MINUTES.PDF
      CB 2020-253 STAFF REPORT.PDF
      CB 2020-253 SUMMARY.PDF
      CB 2020-253.PDF

8. **Consent Agenda**

   1. Minutes Of The February 18, 2020 Joplin City Council Meeting

      Documents:

      CITY COUNCIL MINUTES FEB. 18.PDF

   2. Minutes Of The February 24, 2020 Special City Council Meeting

      Documents:

      MINUTES -SPECIAL MEETING, FEB. 24.PDF

3. COUNCIL BILL NO. 2020-252
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-O property as described below and located 2307, 2311, 2315, 2319, 2321, & 2329 Connecticut, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-252.PDF

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

Documents:

CB2020-401.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO 2020-114
AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Emery Sapp & Sons, Inc. in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Fifty-Five and 87/100 dollars ($428,255.87) for Surface Project 4011, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2020-114 SURFACE 4011 CO1 SUMMARY SHEET.PDF
CB2020-114 CHANGE ORDER 1 - SURFACE PROJECT 4011.PDF
CB2020-114 SURFACE 4011 BID TAB.PDF
CB2020-114 4011 EXHIBIT MAP.PDF
CB2020-114 SURFACE 4011 CO1 COUNCIL ORDINANCE.PDF

2. COUNCIL BILL NO 2020-115
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Olsson, for engineering consultation services not to exceed the amount of Seventy-Six Thousand Seventy Five and 00/100 Dollars ($76,075.00) to conduct survey and data collection necessary in order to prepare and submit a letter of map revision to FEMA on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

OLSSON LOMR GS.PDF

WA OLS-OC20-01 SW REVISED 2.PDF
JOPLIN_MAPPING071714_RRP.PDF
OLSSON LOMR CB.PDF

3. COUNCIL BILL NO. 2020-116

AN ORDINANCE approving a work authorization with Anderson Engineering, Inc. in the not to exceed amount of Twenty Thousand Nine Hundred and No/100 Dollars ($20,900.00) for the Fire Station 1 Concrete Apron Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-116 SUMMARY SHEET FIRE STATION 1 CONCRETE APPROACH REPLACEMENT.PDF
CB 2020-116 COUNCIL BILL FIRE STATION 1 CONCRETE APPROACH REPLACEMENT.PDF
EXHIBIT A PJE 021 PROPOSAL, JOPLIN FIRE STATION 1 CONCRETE APRON REPLACEMENT.PDF
JOPLIN ENGINEERING WORK AUTHORIZATION FORM 2020.PDF
PROJECT MAP - FIRE STATION 1 CONCRETE APRONS.PDF

11. **Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

1. News From Public Information Officer, Lynn Onstot

2. 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; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2019. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2020-253

Case 005-20: 5703 W. Wildwood Ranch Parkway - A request to remove from District R-1 (Single-family Residential) and include in C-3 (Commercial) for the purpose of operating office space – Peace Church, LLC.

Cindy Smith, 1620 Mandlin Lane, Webb City, MO. There is a commercial building on the property, and it needs to be rezoned. It was annexed in as R-1 and never changed.

Mr. Ramsour stated that he drove by and saw the new nice building.

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case?

Jennifer Weldon, 1848 Waldo Hatler Memorial Dr., Neosho, MO. She stated that she works with Cindy and she would like the property rezoned.

Mrs. Steele wanted to know if it operates as a church now?

Ms. Weldon stated that it is not an actual church. It was a name of a road and the owner likes to name his companies after the road. It is literally a business that owns properties.

Mrs. Koelkebeck just wanted to make sure that it is just office space?

Ms. Weldon stated it is just for offices, but we do have a little section for activities for the individuals. No one lives there or stays there.

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

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH FOR CASE 005-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: February 10, 2020
City Council Meeting: March 2, 2020

STAFF PLANNING REPORT
Rezoning

CASE 005-20 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial)

LOCATION 5703 W Wildwood Parkway

APPLICANT Peace Church, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Healthcare office	10 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Out of City Limits	Out of City Limits	R-1/C-3	Out of City Limits
Land Use	Vacant	Vacant	Healthcare	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is in a Residential/Commercial Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W Wildwood Ranch Parkway	Local	60'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as a residential/commercial opportunity area.

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

The current zoning of R-1 is somewhat consistent with nearby parcels, however, the majority of nearby uses are of a medical, office, and multifamily variety as opposed to single-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. Much of the area along Wildwood Ranch Parkway and John Duffy Drive north of 32nd Street is more appropriate for uses not permitted in R-1.

DISCUSSION

The applicant recently annexed into the city, and with that came a default zone designation of R-1. Given that the use is more appropriate for the C-3 zoning district, as well as the nearby recent developments of office and medical uses, this area along W Wildwood Parkway and John Duffy Blvd. is developing into commercial uses rather than residential. While residential uses will still be numerous in the Wildwood Ranch area, buffer requirements between C-3 districts and residential zoning districts will be able to address conflicts between the district types.

Staff recommends approval of Case 005-20.

ATTACHMENTS

- Application
- Map

RECEIVED
1-15-20

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.: 005-20
Filing Fee: ~~$500.00~~ Waived - Voluntary
Date Advertised: 1-26-20 annexation
Date Notices Sent 1-23-20
Public Hearing Date: 2-10-20

APPLICANT: Peace Church, LLC PHONE: 417-626-2600
ADDRESS: 5703 W. Wildwood Ranch Parkway ZIP: 64804

OWNER: Peace Church, LLC PHONE: 417-626-2600
ADDRESS: 5703 W. Wildwood Ranch Parkway ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 5703 & 5705 W. Wildwood Ranch Parkway, Joplin, MO 64804

Present Zoning R-1 Requested Zoning: ~~Commercial~~ C-3 Acreage: 10
Present Use of Property: Administrative Offices and Activity Center

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Railroad & Field	
South	Offices	R-1
East	Rural Ag. Vacant	R-1
West	Rural Ag. Vacant	R-1

Character of the Neighborhood: the area of Wildwood Ranch is being commercialized.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: No, we may still operate as is, rezoning was recommended by the City.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Wildwood Ranch Parkway & John Duffy Dr.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local Wildwood Ranch Parkway & John Duffy Dr.
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Cynthia J. Smith DATE: 1/15/2020

EMAIL: cindysmith@easylivinginc.org

TITLE: Vice President

Case 005-20: 5703 W. Wildwood Ranch Parkway



Case 005-20: 5703 W. Wildwood Ranch Parkway - A request to remove from District R-1 (Single-family Residential) and include in C-3 (Commercial) for the purpose of operating office space – Peace Church, LLC.

0 187.5 375 750 1,125 1,500 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-253 - Rezone from R-1 to C-3

MEETING DATE:
March 2, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 005-20: 5703 W. Wildwood Ranch Parkway - A request to remove from District R-1 (Single-family Residential) and include in C-3 (Commercial) for the purpose of operating office space – Peace Church, LLC.

BACKGROUND:
Recently annexed into the city, and with that came a default zoning designation of R-1. The change in zoning to C-3 will not be detrimental to the nearby property. Much of the area along Wildwood Ranch Parkway and John Duffy Drive North of 32nd Street is more appropriate for uses not permitted in R-1.

Given that the use is more appropriate for the C-3 zoning district, as well as the nearby recent developments of office and medical uses, this area along W. Wildwood Parkway and John Duffy Blvd. is developing into commercial uses rather than residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Cindy Smith, 1620 Mandlin Lane, Webb City, MO. There is a commercial building on the property, and it needs to be rezoned now that it has been annexed. Mr. Ramsour stated that he drove by and saw the new nice building.

PUBLIC COMMENT;
Jennifer Weldon, 1848 Waldo Hatler Memorial Dr., Neosho, MO. She stated that she works with Cindy and she would like the property rezoned.

Mrs. Steele wanted to know if it operates as a church now?

Ms. Weldon stated that it is not an actual church. It was a name of a road and the owner likes to name his companies after the road. It is literally a business that owns properties.

Mrs. Koelkebeck just wanted to make sure that it is just office space?

Ms. Weldon stated it is just for offices, but we do have a little section for activities for the individuals. No one lives there or stays there.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 005-20.
Planning & Zoning Commission recommends approval for Case 005-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2020-253, Staff Planning Report, P&Z Commission Minutes

P & Z Case 005-20
(P & Z Recommended Approval)
Peace Church, LLC

COUNCIL BILL NO. 2020-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 5703 & 5705 W. Wildwood Ranch Parkway of Joplin, Jasper County, Missouri.

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

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

All that part of the Southeast Quarter (SE1/4) of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: commencing at the Southeast Corner of said Southeast Quarter of Section 13, thence North 01°48'09"E, along the East line of said Southeast Quarter, 30.81 feet, thence North 01°49'48"E, along the East line of said Southeast Quarter, 1848.60 feet, thence N88°39'24"W, 30.00 feet to the intersection of the West Right-of-Way line of Central City Road and the North Right-of-Way line of Wildwood Ranch Parkway, thence continuing along said North Right-of-Way line the following courses and distances, thence continuing N88°39'24"W 714.23 feet to a curve to the left having a radius of 2030.00 feet, thence along said curve an arc distance of 137.17 feet to the Point of Beginning, thence continuing along said curve an arc distance of 404.07 feet, thence S76°04'01"W, 153.64 feet, thence N01°49'48"E, away from said North Right-of-Way line, 864.27 feet, thence S88°30'36"E, 545.07 feet, thence S01°49'48"W, 755.30 feet to the Point of Beginning, except any part taken or deeded for road purposes.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
FEBRUARY 18, 2020
MEETING MINUTES

CALL TO ORDER

The February 18, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Brown.

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett. Absent: Keenan Cortez. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards.
Motion by Mrs. Colbert-Kean, second by Dr. Reid Adams to excuse Mr. Cortez. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0.

PRESENTATIONS

Joplin High School Student Council (JHS STUCO) President Faron Haase presented an update to City Council on recent and upcoming Joplin School events.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Finance Director Leslie Haase presented the Final Summary of FEMA and Other Funding Sources for the May 22, 2011 Federal Disaster. Report attached.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Barbara Gollhofer.

Public Hearing for Council Bill No. 2020-252

Mayor Shaw opened the Public Hearing

Jeff Coleman, 10133 SE 112th Dr., Galena KS, appeared in favor of this item. He stated the property will be used for an optometry business.

Dave Coleman, 727 E. 12th St. Baxter Springs, KS, appeared in favor of this item.

No one appeared in opposition to this item

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2020-252 – an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-O property as described below and located 2307, 2311, 2315, 2319, 2321, & 2329 Connecticut, City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. Stinnett to pass Council Bill No. 2020-252 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1.The Council Bill was read as **Council Bill No. 2020-252.**

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Monteleone to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Absent: Cortez, 1.

Minutes of the February 3, 2020 City Council Meeting

COUNCIL BILL NO. 2020-250 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4240 Highway 43, City of Joplin, Newton County, Missouri. **Ordinance No. 2020-018**

COUNCIL BILL NO. 2020-251 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 1860 W 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-019**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2020-108 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Hundred Twelve Thousand Eight Hundred and No/100 Dollars ($212,800.00) for the Crane Road/Arbor Hills Area Lift Station Elimination Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2020-108 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-020**

Mr. Stinnett introduced Council Bill No. 2020-109 - an ordinance Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Thirty-eight Thousand and no/100 Dollars ($38,000.00) to review and revise the City of Joplin Pretreatment Program to adopt the EPA's Revised Streamlining Rule, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2020-109 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-021**

Mr. Brown introduced Council Bill No. 2020-110 - an ordinance approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Sixty-Two Thousand Seven Hundred Twelve and 00/100 Dollars ($162,712.00) for construction of the B & Byers Stormwater Improvements (TSO601); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2010-110 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-022**

Mr. Lawson introduced Council Bill No. 2020-111 - an ordinance approving a construction agreement with Capital Paving & Construction, LLC for Parking Lots and Trails Sealing 2020 in the not to exceed amount Thirty-Five Thousand Five Hundred One and 08/100 Dollars ($35,501.08) for the Parking Lots and Trails Sealing 2020, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2020-111 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-023**

Dr. Reid Adams introduced Council Bill No. 2020-112 - an ordinance approving Amendment 3 to Work Authorization JET DR-2 PAP 8-1 Project 1 Projects with Olsson, DBA: Joplin Joint Engineering Team (JET) in the not to exceed amount of Fifty-Nine Thousand Six Hundred and 00/100 dollars ($59,600.00) for professional engineering services for Project 1 projects, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-112 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-024**

Mr. Stinnett introduced Council Bill No. 2020-113 - an ordinance approving an amendment (Change Order No. 8) to the construction agreement with D&E Plumbing and Heating, Inc. in the amount of Two Hundred Twelve Thousand Two Hundred Twenty-Six and 00/100 dollars ($212,226.00) for Storm Project 12, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2020-113 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-025**

Mr. Stanley introduced Council Bill No. 2020-501 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2020-501 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-026**

ORDINANCES – FIRST READING

Mr. Stinnett introduced Council Bill No. 2020-401 - an ordinance authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Metropolitan Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019. Motion by Mr. Stinnett, second by Mr. Brown to pass Council Bill No. 2020-401 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Cortez, 1. The Council Bill was read as **Council Bill No. 2020-401**.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Approve Boards/Commissions reappointments and appointments.

The City Council approved the following reappointments and appointments**:**

Reappointment:

Morris Glaze- reappointed to Capital Improvement Oversight Committee (first full 3-yr term).

New Appointments:

ADA: Shirley Ledford replaced Tommie Black
ADA: Naomi Gonzalez replaced Greg Salzer
Capital Improvement: Charles McGrew replaced Richard Schlottke
Capital Improvement: Tom Franz replaced Dewayne Patton
Capital Improvement: Fred Osborne replaced Harvey Hutchinson
Centennial Celebration: Ann Leach replaced Mike Crumbliss
City Tree Board: Christian Woods replaced Nathan Dagley
Housing Authority: Alisha Nunnelly-Coles replaced Corliss Berry
Housing Authority: Sherry Genisio replaced Marlina Shofler
Library Board: Andrea Cullers replaced Amy Koeshall
Personnel Board: Stephen Holt replaced Sherry Surface

News from the Public Information Office

Joplin Parks and Recreation department is accepting applications for part-time and seasonal positions such as Recreation Instructors, Cashiers and Lifeguards. Other positions also needed in warmer months include workers who mow and weed eat within our parks, rights-of-way and cemeteries. Applications are accepted online at joplinmo.org or in person at Joplin City Hall located at 6th & Main Streets

Take your furry pal to run off-leash, play, and meet new friends at the Parr Hill Dog Park, located at 18th and Kansas. Annual passes are available for $10 per dog. Animals must be at least six months of age, have an up-to-date vaccination record from a licensed veterinarian, and have a current City of Joplin license (available from the Finance Department).To purchase a Dog Park membership, just visit the Joplin Parks and Recreation office at 3301 W. 1st Street with the documents mentioned. For more information, call 417-625-4750.

Be sure to check out the Convention and Visitors Bureau list of events. Go to Visit JoplinMo.com to learn about upcoming fun activities for the whole family. From bull riding this weekend to art showings, and upcoming 3rd Thursday events, there's something for everyone. For more details on these events or other areas, please visit the City's website at joplinmo.org and our Facebook page.

There being no further business, the meeting was adjourned at 7:33 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
FEBRUARY 24, 2020

CALL TO ORDER
Mayor Shaw called the special meeting to order.

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett.

Mayor Shaw read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special closed meeting on Monday, February 24, at 1:05 pm in the 5th Floor Informal Council Chambers, 602 S. Main Street, for the purpose of interviewing City Manager candidates.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RS Mo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second Mrs. Colbert-Kean to go into closed session. Voting in favor were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett, 9. Nays: 0.

The meeting adjourned at 1:08 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE:
February 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

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

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

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

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

Mr. Bright stated not to his knowledge.

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

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

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

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

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

CB 2020-252

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

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

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

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

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

Mr. Bright stated not to his knowledge.

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

Mr. Bright stated they were selling them all together.

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

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

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

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

.

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

STAFF PLANNING REPORT
Rezoning

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

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

APPLICANT Andrew Bright

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

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

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

Staff recommends approval of Case 006-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 006-20
Filing Fee: $500.00
Date Advertised: 1-26-20
Date Notices Sent 1-23-20
Public Hearing Date: 2-10-20

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

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

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

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

SURROUNDING LAND USE AND ZONING:

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

Character of the Neighborhood: Commercial Growth

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

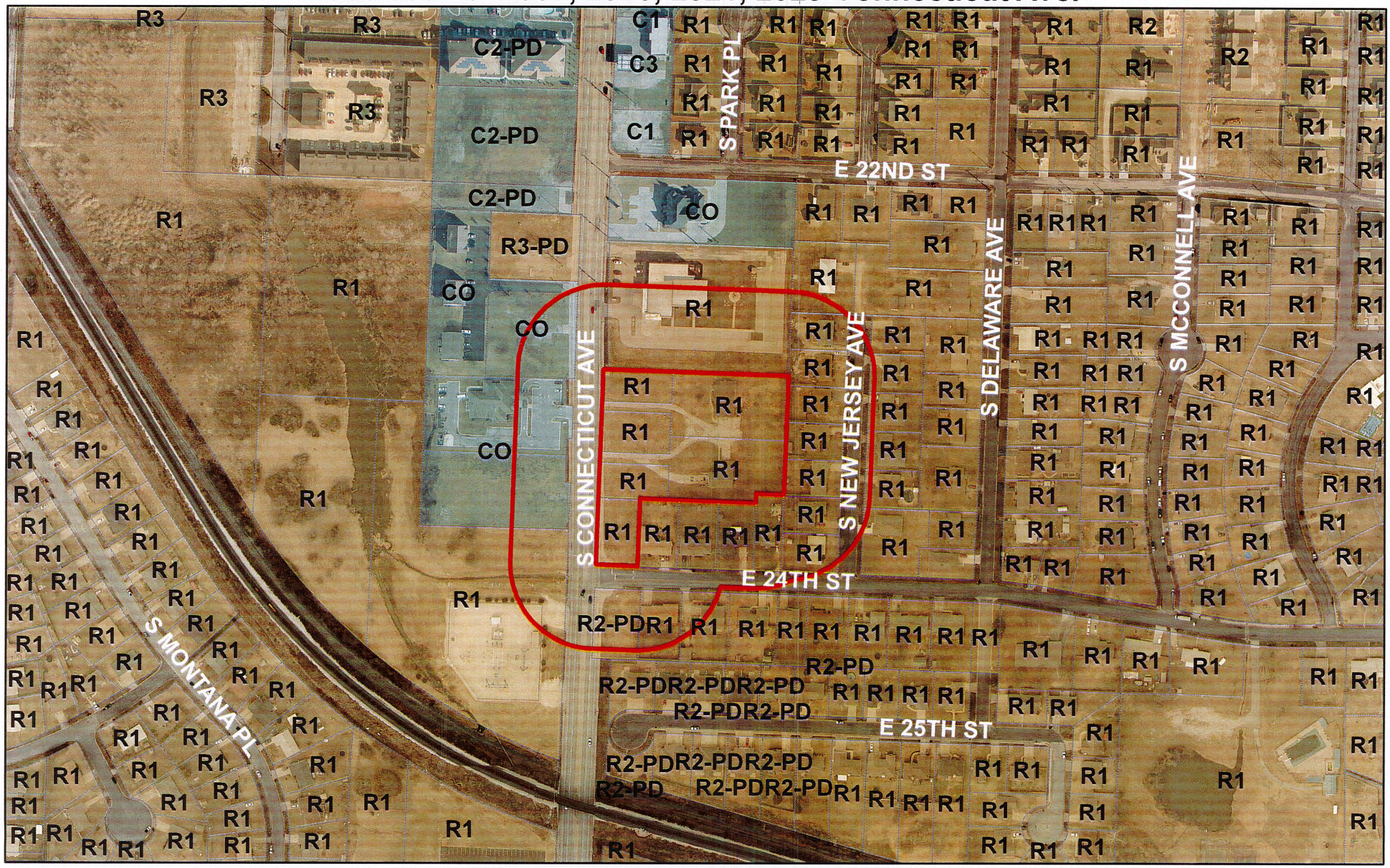
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

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

EMAIL: cjbrewer@sbcglobal.net

TITLE: Owners

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



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

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

COUNCIL BILL NO. 2020-252 ORDINANCE NO.

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

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

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

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-401

MEETING DATE
February 18, 2020

ORIGINATING DEPT
Planning, Development & Neighborhood Services

ATTACHMENTS
Contract for Services, Scope of Services, Project Budget.

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

SUMMARY
This Council Bill authorizes the execution of a contract for services between the City of Joplin and Olsson Associates to complete an update of the Metropolitan Transportation Plan (MTP) for the Joplin Area Transportation Study Organization. An update of the MTP is a federal requirement for Metropolitan Planning Organizations.

BACKGROUND
This Council Bill authorizes the City of Joplin to enter into an Agreement with Olsson Engineering for Transportation Planning Services to update the Metropolitan Transportation Plan. Federal regulations require the Joplin Area Transportation Study Organization (JATSO) update the Metropolitan Transportation Plan every five years. JATSO receives an annual federal allocation to conduct transportation planning services.

Olsson will work closely with City staff and leadership and members of the Joplin Area Transportation Study Organization to update the MTP, including such items as data collection and review, travel demand modeling, traffic and transit analyses, conceptual design, cost estimates, financial forecasting, and reports and documentation.

FUNDING SOURCE
80% of funding comes from the federal Consolidated Planning Grant. The remaining 20% comes from the City of Joplin Transportation Sales Tax. This council bill amends the budget for this item.

RECOMMENDATION
Staff recommends approval of this Council Bill.

BID TABULATION

February 18, 2020

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

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 702 S. Main Street Joplin, MO 64801	
Attention:		Attention: Clayton Cristy, PE, CFM	
Department: Planning, Development and Neighborhood Services		Phone: 417.627.5554	Fax:
Phone: 417-624-0820	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work exceed the sum of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars ($191,562.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Printed Name: Taylor Cunningham
Title: Transportation Planner

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Printed Name: Leslie Haase
Title: Director of Finance

APPROVED AS TO FORM

_____
Printed Name: Peter Edwards
Title: City Attorney

ENGINEER: OLSSON, INC.

By: _____

Printed Name: Clayton Cristy, PE, CFM
Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Printed Name: David Hertzberg, P.E.
Title: Director of Public Works

Date: _____

By: _____
Printed Name: Troy Bolander
Title: Director of Planning, Development and Neighborhood Services

Date: _____

EXHIBIT A
Scope of Services

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

February 5, 2020

PROJECT UNDERSTANDING

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

PHASE 0 – PROJECT MANAGEMENT

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

   Deliverables – Project management plan, monthly invoices, progress reports

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

   Deliverables – Meeting agendas, meeting summaries

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

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

PHASE 1 - COMMUNITY ENGAGEMENT

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

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

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

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

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

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

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

PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

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

Task B - Develop Performance Measures. Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the local level. We will develop a framework for performance, based on input provided through the two committees and the public's involvement. This framework is expected to include the following:

- Improving safety in all modes of transportation.
- Addressing existing and projected deficiencies.
- Inclusion of public transportation (i.e., fixed and flex bus routes).

- Inclusion of freight and system performance that supports commercial and economic activity.
- Integration, expansion, and interconnectivity of non-motorized transportation alternatives, including bicycle and pedestrian infrastructure in development of the plan.
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process.
- Assessment and consideration of sustainability and impacts on the environment.
- Improvements to mobility and accessibility within the region.
- Potential impact of future, disruptive technologies.

Task C - System Performance Report – Pursuant to 23 CFR 450.324, Olsson will develop/update the progress achieved toward meeting performance goals based upon the most recent data available for evaluating the condition and performance of the transportation system.

Phase 3 - Existing Conditions Inventory and Analysis

Task A - Review of Existing Plans. Olsson will review and summarize existing available data and studies to serve as a starting point for this plan, including but not limited to:

- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- Joplin Metropolitan Area Origin-Destination Study
- Joplin Airport Master Plan
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- Bicycle and Pedestrian Transportation Plan Update
- MoDOT Long-Range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safety

Task B - Review Existing Data. Olsson will review available data to be incorporated into the Metropolitan Transportation Plan, including but not limited to:

- Traffic volumes
- Crash data
- Existing street network, truck routes, sidewalk connectivity, trail and bicycle lane inventories
- Planned future roadways
- Zoning
- Socio-economic data
- All available geographic information system (GIS) files

This inventory will be used to identify the existing conditions, including traffic congestion, freight mobility, high crash locations, and gaps in sidewalks, bicycle

lanes, and trails. This information will be described in narrative form and in using visuals, including mapping and photographic imagery.

Task C - Establish an Integrated Transportation Network –Olsson will establish the existing integrated transportation network identifying the existing auto, truck/freight, transit, pedestrian and bicycle networks in separate GIS layers.

Task D - Multimodal Level of Service (LOS) (Optional Service) –Olsson will develop a multimodal Level of Service (LOS) to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, Olsson will perform an evaluation based on the Institute of Transportation Engineer's (ITE's) "Planning Urban Roadway Systems: An ITE Proposed Recommended Practice."

Task E - Land Use Context – Roadway types will be defined using the transect approach or similar land-use categorization. Such categories could include land uses (residential, commercial, industrial/ warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies, as later defined.

Task F - Street Typologies – Define the street typologies that will be used moving forward. These typologies will be developed based on the land-use context defined in the existing conditions segment and overlaid with the of the local municipalities, which will define the future context. Olsson will work with the TAG to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define streets typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include:

- Roadway size (number and width of lanes)
- Land use context (existing and future)
- Transportation modes (from the integrated multimodal network)
- Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
- Traffic volumes
- Connectivity (arterials, collectors, locals, etc.)
- Access management
- Motorized design speed

Deliverables – Existing Conditions summary

Phase 4 – TransCAD Update

Olsson and JATSO will update the base year model to reflect the most recent data available. This will include an update to the socio-economic / land use, traffic counts, and model network.

Task A - Network Update – JATSO will provide to Olsson updates to the baseline transportation network utilized in the model, reflecting any changes from the previous model. Files will be provided in GIS format. Olsson will modify the baseline model files to reflect these changes.

Task B - Traffic Count Update – JATSO will provide Olsson updated traffic counts to serve as the new baseline for the model.

Task C - Socio-Economic / Land Use Update – JATSO will provide Olsson with updated land use by TAZ for the base condition. Data will be summarized based on the following categories:

- Population
- Group Quarters Population
- Households
- Average Household Size
- Median Household Income
- Average Auto Ownership
- Retail Employees
- Office / Service Employees
- Education Employees
- Medical Employees
- Warehouse Employees
- Other Employees
- Students

In locations where employment numbers are unavailable, Olsson will assist JATSO in estimating typical employees per square feet by land use.

Task D - Model Validation – The base year model will be rerun and validated based on the new traffic counts provided. These results will be compared to national standards.

Task E - Existing Plus Committed (E+C) – JATSO will provide to Olsson assumptions for the future roadway networks, specifically to Existing Plus Committed (E+C) network.

Task F - Socio-Economic / Land Use Update – JATSO will provide Olsson with updated land use by TAZ for the future conditions, summarized in the categories identified previously.

Deliverables – Model Validation Technical Memo, TransCAD model files.

Phase 5 – Development of Future Vision of Transportation

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

Task A - Street Typology Definition - The street cross-sections and basic right-of-way needs will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2050) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

Task B - Scenario Planning – Facilitate a work session on Scenario Planning with the TAG and CAG (two [2] meetings anticipated) to understand what type of growth the community desires and understand the implication on land use, transportation, revenues, and costs of various types of growth. Potential scenarios include:

- Trend Scenario – Continue recent trends in growth and transportation investments
- High Density Scenario – Aggressive high-density development and redevelopment within key corridors
- Technology Scenario – Aggressive pursuit of emerging transportation technology integration
- Community Vision Scenario – Integrate individual community and agency visions

The scenarios will be evaluated based on the performance measures previously identified.

Task C - Assessment of future transportation network. Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements. These improvements will be programmed based upon conformity to the goals, objectives and performance measures under a financial plan that demonstrates how the plan can be implemented.

- Financial plan will include:
    i. Cooperatively developed funding estimates
    ii. Recommendations for additional financing strategies (as necessary)
    iii. All projects and strategies proposed using federal-aid, state assistance, local sources and private participation in year of expenditure dollars based upon reasonable financial principals

Task D - TransCAD Model Update - Olsson will determine what scenarios or network changes may be needed to analyze the future network changes. Consistent with the existing conditions analysis, Olsson will utilize a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. Olsson will use the model outputs to evaluate performance measures and develop a recommended future network. We will use the multimodal LOS approach to balance the analysis across all of the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

Deliverables – Model files and documentation

Phase 6 - RECOMMENDATIONS AND DELIVERABLES

Task A - Draft Report – The draft report will be prepared on standard letter-sized paper and will be distributed electronically in PDF format.

Task B - JATSO Board Presentation – Attend a JATSO Board Presentation to present the draft of transportation plan.

Task C - Final Report- The final report will be prepared on standard letter-sized paper and delivered both electronically (PDF format) and with hard copies (20 copies in total). Any technical appendices will be provided in electronic version only.

Project Schedule

It is anticipated this work will be completed within nine months of notice to proceed.

Metropolitan Transportation Plan Update - JATSO

	Olsson								CJW			
	Jeff	Nick	Clayton	Tresa	Neetu	Katie	Hannah	Sub-total	Dane	Jonathan	Sub-Total	TOTAL
Phse 0: Project Management												
Project Management	16			40				**56**			**0**	**56**
Client Core Team Meetings (4)	32		8	40				**80**	8		**8**	**88**
Community Staff Meetings (4)	2		8	8				**18**	8		**8**	**26**
FHWA Meeting	16	16						**32**			**0**	**32**
Phase 1 - Community Engagement												
Kick-Off Meeting								**0**			**0**	**0**
Establish Communication Techniques	2			20				**22**			**0**	**22**
Public Open House (2)	16		8	40				**64**	6		**6**	**70**
Form TAG and CAG			2	2				**4**			**0**	**4**
Stakeholder Meetings			24	12				**36**	24		**24**	**60**
TAG and CAG Meetings			12	12				**24**	12		**12**	**36**
Phase 2 - Goals, Objectives and Performance Measures												
Draft Vision Statement, Goals, and Objectives	4	8				8		**20**			**0**	**20**
Develop Performance Measures	2	8				8		**18**			**0**	**18**
System Performance Report	2	8		16		8		**34**			**0**	**34**
Phase 3 - Existing Conditions Inventory and Analysis												
Review Existing Plans	2	16		2		40	12	**72**			**0**	**72**
Review Existing Data	2	16		2		24	12	**56**			**0**	**56**
Establish Integrated Transportation Network	2			2	16		8	**28**			**0**	**28**
Multimodal LOS	2	2			8			**12**			**0**	**12**
Land Use Context	2	2		16	2			**22**			**0**	**22**
Street Typologies	2	2		24	8			**36**			**0**	**36**
Phase 4 - TransCAD Update												
Update Baseline Model	24				120			**144**			**0**	**144**
Develop Future Scenarios	16				40			**56**			**0**	**56**
Phase 5 - Development of Future Vision												
Street Typology	8			24	8	8	40	**88**			**0**	**88**
Scenario Planning	16	16		40			16	**88**			**0**	**88**
Assessment of Future Transportation Network		8	16	24	40		12	**100**	8	40	**48**	**148**
TransCAD Model Update	4				40			**44**			**0**	**44**
Phase 6 - Recommendations and Deliverables												
Draft Report	2	16		54	16	80	16	**184**			**0**	**184**
JATSO Board Presentation	8		2	2				**12**	2		**2**	**14**
Final Report		12		40	4	20	20	**96**			**0**	**96**
Labor												
Hours	182	130	80	420	302	196	136	**1446**	68	40	**108**	**1554**
Labor Rate	$ 80.53	$ 61.06	$ 62.98	$ 29.52	$ 31.01	$ 21.63	$ 17.25		$ 49.00	$ 36.00		
Overhead	184%	184%	184%	184%	184%	184%	184%		145%	145%		
Profit	10%	10%	10%	10%	10%	10%	10%		10%	10%		
Billable Rate	$ 251.68	$ 190.83	$ 196.83	$ 92.26	$ 96.92	$ 67.60	$ 53.91		$ 131.96	$ 96.95		
Total labor cost	$ 45,806	$ 24,808	$ 15,747	$ 38,749	$ 29,269	$ 13,250	$ 7,332	**$ 174,960**	$ 8,974	$ 3,878	**$ 12,852**	**$ 187,812**
Expenses								**$ 3,500**			**$ 250**	**$ 3,750**
Sub-Total								**$ 178,460**			**$ 13,102**	
Total Amount												**$ 191,562**

Joplin Area Transportation Study Organization

MTP 2040 RFQ Evaluation Sheet

Criteria	Olsson Associates	Transystems
Local Knowledge: An understanding of the development trends and transportation infrastructure within the Joplin Metropolitan Area. *(20 POINTS)*	/20	/20
Transportation Knowledge: Familiarity with the federal regulations for MPOs (Title 23 U.S. Code § 134) and transportation planning trends, among more general transportation planning knowledge. *(20 POINTS)*	/20	/20
Approach: The firm's approach to the project and basic scope of services. *(30 POINTS)*	/30	/30
Experience: The education, experience, and expertise of the company, project manager, and key employees. *(30 POINTS)*	/30	/30
Commencement: Availability of adequate personnel and facilities to do the needed work expeditiously. *(20 POINTS)*	/20	/20
Cost: Reasonable price and amount of time given to complete the project. *(20 POINTS)*	/20	/20
Completeness: The preparation of a Statement of Qualifications consistent with this request. *(10 POINTS)*	/10	/10
TOTAL	**/150**	**/150**

Reviewer: _____ Date: _____

Notes:

Joplin Area Transportation Study Organization
Metropolitan Transportation Plan Update

Consultant: _____

The consultant's presentation was clear and professional.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated how it would work with JATSO using specific timelines, milestones, and work products.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant responded to questions clearly and professionally.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated the firm's ability to complete the Metropolitan Transportation Plan update as outlined in the RFQ.

1	2	3	4	5
Disagree		Somewhat		Agree

Additional comments:

Reviewer_____ Total Score _____/20

COUNCIL BILL NO. 2020-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Metropolitan Transportation Plan; authorizing the City Manager to execute said Agreement for the City; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and Olsson Associates generally with the update of the Joplin Area Transportation Organization's Metropolitan Transportation Plan amount not to exceed of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars ($191,562.00) attached hereto as Exhibit A.

Section 2. That the City Manager, or their designee, is hereby authorized to execute said Agreement, or in substantially similar form, by and on behalf of the City of Joplin with Olson Associates.

Section 3. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of One Hundred Fifty-Three Thousand Two Hundred Fifty Dollars and No Cents ($153,250.00) and by increasing appropriations by the total amount of One Hundred Ninety-One Thousand Five Hundred Sixty-Two Dollars and No Cents ($191,562.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

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

_____, 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-114 Change Order No. 1 for Surface Project 4011, contracted with Emery Sapp & Sons, Inc.

MEETING DATE
March 2, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2020-114; Change Order No. 1; Map; Bid Tabulation

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

SUMMARY
This Council Bill approves a change order with Emery Sapp & Sons, Inc. for Surface Project 4011 in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Fifty-Five and 87/100 dollars ($428,255.87).

BACKGROUND
In December 2019, City Council approved a construction contract with Emery Sapp & Sons, Inc. in the amount of $586,760.24 for the Surface Project 4011 Base Bid items only. The area of Surface Project 4011 in general is from Indiana Avenue to Connecticut Avenue, and 20th Street to 28th Street. When Surface Project 4011 was advertised and bid in the fall of 2019, the project included the base bid items, plus additional items of work on various streets in the area categorized as Bid Alternates #'s 1-5, including the replacement of damaged curbs & gutters, curb inlet lid repairs, and asphalt surfacing. The project bid documents also specified that the City not only reserved the right to award the base bid plus any alternates selected, but also that the City may, at its discretion, choose to add alternates in sequential order during the project. As a result of cost savings on other CDBG-DR projects, all five of the bid alternates are being added to the contract by this change order, to provide a complete project as originally designed, with the greatest benefit to the LMI area.

FUNDING SOURCE
CDBG-DR Grant Funds.

RECOMMENDATION
Staff recommends approval of Council Bill 2020-114, a change order with Emery Sapp & Sons, Inc. in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Fifty-Five and 87/100 dollars ($428,255.87) for Surface Project 4011 on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, the contractor is planning to start work on Surface

Project 4011 in early March, and approval of this change order now will allow this work to be scheduled along with the base bid work, avoiding needless delays and disturbances to the neighboring residents, and is therefore an emergency.

CHANGE ORDER

Sheet No. 1 of 3

To Emery Sapp & Sons, Inc. Contractor

You are hereby directed to make the following changes from the contract.

Change Order No. 1
County Jasper
Route Surface Project 4011
Project B-13-MS-29-0001/
B-12-MT-29-0001
Job No.

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Bid items (25-114) have been added to the contract to complete alternates 1-5 as part of Surface Project 4011. All of these bid items were bid at the bid opening, but were not awarded as part of the original contract.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	UNITS	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
25	25	Mobilization (LMI Bid Items)	LS	0	1	1	$ 3,900.00	$ 3,900.00	
26	26	Clearing & Grubbing (LMI Bid Items)	LS	0	1	1	$ 0.01	$ 0.01	
27	27	Demolition and Removals (LMI Bid Items)	LS	0	1	1	$ 6,870.00	$ 6,870.00	
28	28	Erosion Control (LMI Bid Items)	LS	0	1	1	$ 545.00	$ 545.00	
29	29	Removal of Unsuitable Material	CY	0	70.00	70	$ 23.40	$ 1,638.00	
30	30	Backfill of Unsuitable Material	CY	0	70	70	$ 39.45	$ 2,761.50	
31	31	Contaminated Materials	CY	0	35	35	$ 0.01	$ 0.35	
32	32	Linear Grading	LF	0	113	113	$ 2.00	$ 226.00	
33	33	Curb & Gutter (City of Joplin Standard)	LF	0	33	33	$ 28.70	$ 947.10	
34	34	Curb & Gutter Replacement	LF	0	80	80	$ 44.50	$ 3,560.00	
35	35	Asphalt Tack (SS-1H)	GAL	0	510	510	$ 3.60	$ 1,836.00	
36	36	Asphalt Primer (SS-1H)	Gal	0	1,777	1,777	$ 3.60	$ 6,397.20	
37	37	Milling- 3" Thick or Less	SY	0	5,062	5,062	$ 2.00	$ 10,124.00	
38	38	2" Asphaltic Surface (SP125C Mix)	TONS	0	555	555	$ 62.20	$ 34,521.00	
39	39	2" Asphaltic Base (SP250C Mix)	TONS	0	555	555	$ 63.50	$ 35,242.50	
40	40	Asphaltic Base(Wedge) (SP250C Mix)	TONS	0	0.00	0	$ 69.15	$ -	
41	41	Base Repair (Full Depth Asphalt)	SY	0	5,077	5,077	$ 3.50	$ 17,769.50	
42	42	Sodding	SY	0	13	13	$ 26.60	$ 345.80	
43	43	Traffic Control(LMI Bid Items)	LS	0	1	1	$ 2,460.00	$ 2,460.00	
44	44	Mobilization (LMI Bid Items)	LS	0	1	1	$ 3,860.00	$ 3,860.00	
45	45	Clearing & Grubbing (LMI Bid Items)	LS	0	1	1	$ 0.01	$ 0.01	
46	46	Demolition and Removals (LMI Bid Items)	LS	0	1	1	$ 1,745.00	$ 1,745.00	
47	47	Erosion Control (LMI Bid Items)	LS	0	1	1	$ 545.00	$ 545.00	
48	48	Removal of Unsuitable Material	CY	0	70	70	$ 23.40	$ 1,638.00	
49	49	Backfill of Unsuitable Material	CY	0	70	70	$ 39.40	$ 2,758.00	
50	50	Contaminated Materials	CY	0	35	35	$ 0.01	$ 0.35	
51	51	Asphalt Tack (SS-1H)	GAL	0	209.00	209	$ 3.60	$ 752.40	
52	52	Asphalt Primer (SS-1H)	Gal	0	729	729	$ 3.60	$ 2,624.40	
53	53	Milling- 3" Thick or Less	SY	0	2,082	2,082	$ 2.25	$ 4,684.50	
54	54	2" Asphaltic Surface (SP125C Mix)	TONS	0	227	227	$ 62.20	$ 14,119.40	
55	55	2" Asphaltic Base (SP250C Mix)	TONS	0	227	227	$ 63.50	$ 14,414.50	
56	56	Asphaltic Base(Wedge) (SP250C Mix)	TONS	0	0	0	$ 69.15	$ -	
57	57	Base Repair (Full Depth Asphalt)	SY	0	2,082	2,082	$ 3.50	$ 7,287.00	
58	58	Traffic Control (LMI Bid Items)	LS	0	1	1	$ 2,460.00	$ 2,460.00	
59	59	Mobilization (LMI Bid Items)	LS	0	1	1	$ 3,900.00	$ 3,900.00	
60	60	Clearing & Grubbing (LMI Bid Items)	LS	0	1	1	$ 0.01	$ 0.01	
61	61	Demolition and Removals (LMI Bid Items)	LS	0	1	1	$ 1,835.00	$ 1,835.00	
62	62	Erosion Control (LMI Bid Items)	LS	0	1.00	1	$ 545.00	$ 545.00	
63	63	Removal of Unsuitable Material	CY	0	70	70	$ 23.40	$ 1,638.00	
64	64	Backfill of Unsuitable Material	CY	0	70	70	$ 39.35	$ 2,754.50	
65	65	Contaminated Materials	CY	0	35	35	$ 0.01	$ 0.35	

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	UNITS	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
66	66	Linear Grading	LF	0	283	283	$ 2.15	$ 608.45	
67	67	Curb & Gutter (City of Joplin Standard)	LF	0	283	283	$ 43.65	$ 12,352.95	
68	68	Asphalt Tack (SS-1H)	GAL	0	407	407	$ 3.60	$ 1,465.20	
69	69	Asphalt Primer (SS-1H)	Gal	0	766	766	$ 3.60	$ 2,757.60	
70	70	Milling- 3" Thick or Less	SY	0	3,722	3,722	$ 1.95	$ 7,257.90	
71	71	GeotextilePaving Fabric	SY	0	218	218	$ 4.00	$ 872.00	
72	72	2" Asphaltic Surface (SP125C Mix)	TONS	0	409	409	$ 62.20	$ 25,439.80	
73	73	2" Asphaltic Base (SP250C Mix)	TONS	0	242.00	242	$ 63.50	$ 15,367.00	
74	74	Asphaltic Base(Wedge) (SP250C Mix)	TONS	0	40	40	$ 69.15	$ 2,766.00	
75	75	Base Repair (Full Depth Asphalt)	SY	0	2,187	2,187	$ 3.50	$ 7,654.50	
76	76	Sodding	SY	0	31	31	$ 27.20	$ 843.20	
77	77	Traffic Control (LMI Bid Items)	LS	0	1	1	$ 1,050.00	$ 1,050.00	
78	78	Mobilization (LMI Bid Items)	LS	0	1	1	$ 3,870.00	$ 3,870.00	
79	79	Clearing & Grubbing (LMI Bid Items)	LS	0	1	1	$ 0.01	$ 0.01	
80	80	Demolition and Removals (LMI Bid Items)	LS	0	1	1	$ 2,883.00	$ 2,883.00	
81	81	Erosion Control (LMI Bid Items)	LS	0	1	1	$ 545.00	$ 545.00	
82	82	Removal of Unsuitable Material	CY	0	70	70	$ 23.40	$ 1,638.00	
83	83	Backfill of Unsuitable Material	CY	0	70	70	$ 39.35	$ 2,754.50	
84	84	Contaminated Materials	CY	0	35.00	35	$ 0.01	$ 0.35	
85	85	Linear Grading	LF	0	110	110	$ 2.15	$ 236.50	
86	86	Curb & Gutter Replacement	LF	0	110	110	$ 44.70	$ 4,917.00	
87	87	Asphalt Tack (SS-1H)	GAL	0	346	346	$ 3.60	$ 1,245.60	
88	88	Asphalt Primer (SS-1H)	Gal	0	1,205	1,205	$ 3.60	$ 4,338.00	
89	89	Milling- 3" Thick or Less	SY	0	3,441	3,441	$ 1.90	$ 6,537.90	
90	90	2" Asphaltic Surface (SP125C Mix)	TONS	0	376	376	$ 62.20	$ 23,387.20	
91	91	2" Asphaltic Base (SP250C Mix)	TONS	0	376	376	$ 63.50	$ 23,876.00	
92	92	Asphaltic Base(Wedge) (SP250C Mix)	TONS	0	0	0	$ 69.15	$ -	
93	93	Base Repair (Full Depth Asphalt)	SY	0	3,441	3,441	$ 3.50	$ 12,043.50	
94	94	Sodding	SY	0	12	12	$ 27.80	$ 333.60	
95	95	Traffic Control (LMI Bid Items)	LS	0	1.00	1	$ 1,040.00	$ 1,040.00	
96	96	Mobilization (LMI Bid Items)	LS	0	1	1	$ 3,900.00	$ 3,900.00	
97	97	Clearing & Grubbing (LMI Bid Items)	LS	0	1	1	$ 0.01	$ 0.01	
98	98	Demolition and Removals (LMI Bid Items)	LS	0	1	1	$ 2,550.00	$ 2,550.00	
99	99	Erosion Control (LMI Bid Items)	LS	0	1	1	$ 545.00	$ 545.00	
100	100	Removal of Unsuitable Material	CY	0	70	70	$ 23.40	$ 1,638.00	
101	101	Backfill of Unsuitable Material	CY	0	70	70	$ 39.35	$ 2,754.50	
102	102	Contaminated Materials	CY	0	35	35	$ 0.01	$ 0.35	
103	103	Linear Grading	LF	0	34	34	$ 1.75	$ 59.50	
104	104	Curb & Gutter (City of Joplin Standard)	LF	0	34	34	$ 23.85	$ 810.90	
105	105	Asphalt Tack (SS-1H)	GAL	0	231	231	$ 3.60	$ 831.60	
106	106	Asphalt Primer (SS-1H)	Gal	0	805.00	805	$ 3.60	$ 2,898.00	
107	107	Milling- 3" Thick or Less	SY	0	2,298	2,298	$ 1.95	$ 4,481.10	
108	108	2" Asphaltic Surface (SP125C Mix)	TONS	0	252	252	$ 62.18	$ 15,669.36	
109	109	2" Asphaltic Base (SP250C Mix)	TONS	0	252	252	$ 63.50	$ 16,002.00	
110	110	Asphaltic Base(Wedge) (SP250C Mix)	TONS	0	0	0	$ 69.15	$ -	
111	111	Base Repair (Full Depth Asphalt)	SY	0	2,298	2,298	$ 3.50	$ 8,043.00	
112	112	Curb Inlet Lid Repair	EA	0	1	1	$ 2,300.00	$ 2,300.00	
113	113	Sodding	SY	0	4	4	$ 27.85	$ 111.40	
114	114	Traffic Control (LMI Bid Items)	LS	0	1	1	$ 875.01	$ 875.01	
							TOTALS	**$ 428,255.87**	

3. Cost Justification for items not bid in contract:

N/A

4. Other City Departments Consulted:

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

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

1. CONTRACT AMOUNT	$586,760.24		The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$428,255.87		Emery Sapp & Sons, Inc.
3. OVERRUN PREVIOUS	$0.00		CONTRACTOR A.V.P.
4. TOTAL OVERRUN TO DATE	$428,255.87		by : Tyson Colley _____ Date
5. TOTAL		$1,015,016.11	
PERCENTAGE OF ORIGINAL CONTRACT	72.99%		

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

Reason for Emergency and description of work approved:

Jon Batchelor — 02-21-20
SUBMITTED ENGINEER — DATE

_____ _____
APPROVAL PROJECT MANAGER — DATE

_____ _____
APPROVALSUPERVISOR/ ENGINEERING REVIEWER — DATE

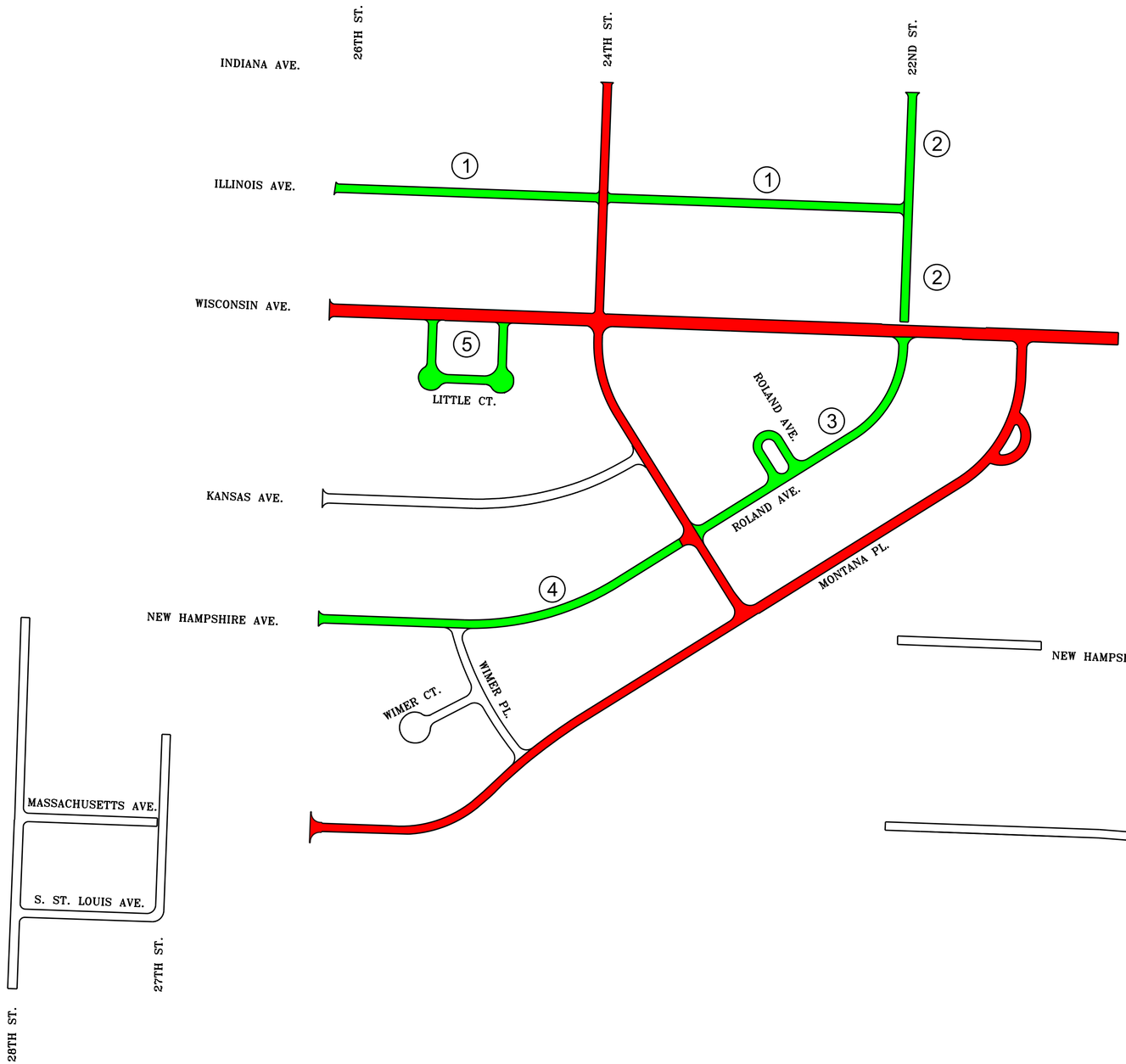
_____ _____
APPROVAL OF DEPARTMENT HEAD — DATE

BID TABULATION

PROJECT: Surface Project 4011

DATE OF BID OPENING: November 5, 2019

	Emery Sapp & Sons	D&E Plumbing	Engineers Estimate
Base Bid	$586,760.24	$758,348.00	$679,512.00
Alternate 1	$129,143.96	$222,638.35	$169,618.00
Alternate 2	$56,888.56	$105,269.70	$69,104.00
Alternate 3	$89,107.46	$164,961.45	$111,240.00
Alternate 4	$89,646.16	$170,398.15	$116,707.00
Alternate 5	$63,469.73	$117,940.40	$80,898.00
Total Alternates	$428,255.87	$781,208.05	$547,567.00



LEGEND

- BASE BID
- ALTERNATES 1–5
- ROADWAYS NOT INCLUDED IN PROJECT
- (#) ALTERNATE #

N

0 200 400 600

SCALE FEET

1" = 200'

TranSystems
MO. STATE CERTIFICATE OF AUTHORITY NO. 273
2400 PERSHING ROAD
SUITE 400
KANSAS CITY, MO 64108
PHONE: 816-329-8600
FAX: 816-329-8601

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

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

BASE BID AND ALTERNATES LAYOUT

CDBG SURFACE PROJECT 4011
CITY OF JOPLIN

2019

JOPLIN, MISSOURI

drawn by: JWB
designed by: JWB
checked by: DBP
project no.: P101180226
drawing name: 4011 Council Meeting Exhibit.DGN
date: 2/21/2020

SHEET
2 *of* 61

jwbatchelor
2/21/2020 - 8:47:41 AM - pw:\\thq-pwfil01.a-e.transystems.com:transystemscorp-pw1\Documents\Projects\KC101 - Kansas City\P101160400\303.00\303.40 - Project 4011\Exhibit\4011 Council Meeting Exhibit.DGN

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

COUNCIL BILL NO. 2020-114 ORDINANCE NO.

AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Emery Sapp & Sons, Inc. in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Fifty-Five and 87/100 dollars ($428,255.87) for Surface Project 4011, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Emery Sapp & Sons, Inc. in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Fifty-Five and 87/100 dollars ($428,255.87) for Surface Project 4011, a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, the contractor is planning to start work on Surface Project 4011 in early March, and approval of this change order will allow for this work to be scheduled along with the base bid work, avoiding needless delays and disturbances to the neighboring residents, and is therefore an emergency.

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

ATTEST Gary L. Shaw, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-114

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-115 – approving a work authorization with Olsson for the 32nd Street and Arizona Avenue Letter of Map Revision (LOMR).

MEETING DATE
March 2, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Work Authorization, CB2020-115

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

SUMMARY
This Council Bill approves a work authorization with Olsson for work related to the 32nd and Arizona Letter of Map Revision in the not to exceed amount of Seventy-Six Thousand Seventy-Five and 00/100 Dollars ($76,075.00).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for construction of a regional storm water detention facility west of Arizona and north of 32nd street. The existing open channel that crosses under 32nd Street at Texas Avenue is a mapped stream called Silver Creek Tributary 2. There are several structures in the floodplain from 32nd Street south to I-44. The regional storm water detention facility north of 32nd Street was constructed to reduce the base flood elevation downstream which in turn reduces the frequency of flooding.

With construction of the regional storm water detention facility complete, several structures within the Federal Emergency Management Agency (FEMA) Zone AE Special Flood Hazard Area may stand to benefit from a reduced flood insurance rate, for the Special Flood Hazard area, as a result of remapping the registered floodplain based on new base flood elevations stemming from completion of the detention facility. This work authorization authorizes Olsson to complete and submit an engineering data request to FEMA requesting the effective hydraulic model for Brownell Branch and update the hydrologic model for Silver Creek Tributary 2 and Brownell Branch based on the constructed 32nd and Arizona Regional storm water detention facility. Moreover, Olsson will conduct the survey and data collection necessary to prepare and submit a letter of map revision to FEMA for acceptance of new proposed base flood elevations.

Funding Source
Parks and Stormwater Sales Tax

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-115 on an Emergency Basis, being an ordinance dealing with a general appropriation, and is considered to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to allow for the survey to be completed prior to Spring leaf out, to allow for better visibility, faster and more accurate survey data collection.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg, PE Public Works Director Steven Martinez		Attention: Jack Schaller, PE Vice President Clayton Cristy, PE, CFM Vice President	
Department: Engineering		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	32nd Street and Arizona Avenue LOMR	

WORK AUTHORIZATION NUMBER OLS-OC20-01 SW
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC20-01 SW exceed the sum of Seventy-six thousand seventy-five Dollars ($76,075.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson

By: Jack Schaller

Printed Name: Jack Schaller, PE

Title: Vice President

Date: 2/13/2020

By: Clayton Cristy

Printed Name: Clayton Cristy, PE, CFM

Title: Vice President

Date: 02/13/2020

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 13, 2020 between the City of Joplin ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Silver Creek Tributary South of 32nd Street, Joplin, MO

Project Description: FEMA Letter of Map Revision Request

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

I. SURVEY AND DATA COLLECTION - $5,600

1. As-built survey of detention basin outlet structure for MT-2 submittal and grading. = **$**5,600

II. FEMA LOMR - $25,000

Significant reductions in stormwater discharging from the 32nd and Arizona detention basin project site will result in lower Base Flood Elevations downstream of the project and upstream of Highway 44 and may potentially remove structures from the FEMA Zone AE Special Flood Hazard Area (SFHA). Remapping of the floodplains will include:

1. Complete and submit an engineering data request to FEMA requesting the effective hydraulic model for Brownell Branch. This scope does not include developing a model from scratch. Any fees for data request are not included and the responsibility of the client.
2. Update hydrologic model for Silver Creek Tributary #2 and Brownell Branch based on constructed 32nd and Arizona project utilizing as-built survey.

   Note: The FEMA effective hydrologic model utilizes an attenuated flowrate immediately upstream of I-44 based on treating the ponding at I-44 as a detention basin. It is assumed and anticipated that this method will be acceptable for the revised hydrology. If it is not accepted by FEMA, a more laborious approach may be required. This scope does not include development of an unsteady hydraulic model that routes the runoff hydrograph through the model and accounts for stage-storage-discharge attenuation at I-44.

3. Prepare and submit Letter of Map Revision to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles. LOMR application fees are not included in this contract and are the responsibility of the Client.

4. FEMA Coordination: Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of first FEMA review.

   NOTE: The constructed detention basin will reduce flowrates in Silver Creek Tributary 2. The result of the revision will generally be a reduction in flood elevations. However, due to inaccuracies in the existing maps, the revision may cause localized widening and/or localized increases in the base flood. Olsson does not guarantee that the revised base flood elevation will be below lowest adjacent grades of structures.

III. Expenses - $8,150

Expense phase to cover FEMA data request fee and LOMR application fee (assuming Online LOMC application based on change in hydrology). FEMA fees are estimated based on current rates but are subject to change and are the complete responsibility of Client.

OPTIONAL SERVICES

1. Elevation Certificates and LOMA - $20,000

   Elevation certificates for 24 structures located within the effective floodplain on Silver Creek Tributary #2. Submit MT-1 application for removal of qualifying structures based on lowest adjacent grade being elevated above the revised base flood elevation. A letter of Map Amendment would be received from FEMA for all structures that are elevated sufficiently. LOMA application fees are not anticipated. However, if applicable these fees are not included in this contract and are the responsibility of the Client.

2. Cross Section Survey - $17,325

   While updating hydrology and floodplain delineations, the city may desire to obtain new cross section information to account for any changes in the floodplain since the original model was developed. Survey FEMA channel cross section locations to update hydraulic model geometry. There are 23 cross sections on Silver Creek Tributary #2 between 32nd Street and Highway 44. Ten (10) cross sections are estimated on Brownell Branch. Cost based on $525/ cross section * 33 cross sections = $17,325.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 24, 2020
Anticipated Survey Completion Date: April 15, 2020
Anticipated Submittal to FEMA: May 30, 2020
Anticipated Review Time Frame: 3 – 6 Months

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.


N
Legend
Existing Condition Floodplain
0
175
350
700
1,050
1,400
Feet
olsson

COUNCIL BILL NO. 2020-115 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Olsson, for engineering consultation services not to exceed the amount of Seventy-Six Thousand Seventy Five and 00/100 Dollars ($76,075.00) to conduct survey and data collection necessary in order to prepare and submit a letter of map revision to FEMA on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Olsson, in the not to exceed amount of Seventy-Six Thousand Seventy-Five and 00/100 Dollars ($76,075.00) to prepare and submit a letter of map revision on behalf of the City of Joplin; true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow for the survey to be completed prior to Spring leaf out, to allow for better visibility, faster and more accurate survey data collection.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-115

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-116
Work Authorization for the Fire Station 1 Concrete Apron Replacement Project

MEETING DATE
March 2, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2020-116 Ordinance; Work Authorization; Exhibit A – Proposal; Exhibit Map

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

SUMMARY
This Council Bill approves a work authorization with Anderson Engineering, Inc. for the Fire Station 1 Concrete Apron Replacement Project in the not to exceed amount of Twenty Thousand Nine Hundred and No/100 Dollars ($20,900.00).

BACKGROUND
The concrete aprons at Fire Station 1, at the entry and exit of the fire station garage doors, have been damaged over time due to the traffic of the fire trucks. The aprons are in a state currently that could potentially cause damage to the fire trucks and other vehicles that drive over them. The existing concrete aprons and sub-grade are to be removed and replaced.

Anderson Engineering has been chosen to design and oversee this project as they recently were involved in the design and construction of the nearby parking lot for the Justice Center. The services to be provided by Anderson Engineering includes the design, surveying, the preparation of bid documents, and materials. City Staff will provide procurement and construction management and inspection. Also, the current plan is for the City Street Department to prepare the sub-grade for the project.

FUNDING SOURCE
Transportation Sales Tax Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving this agreement and work authorization, on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. The reasoning for the emergency status is so that this project can be done before or in conjunction with the 2020 Mill and Overlay of which the surrounding parking lot is a part of.

COUNCIL BILL NO. 2020-116 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Anderson Engineering, Inc. in the not to exceed amount of Twenty Thousand Nine Hundred and No/100 Dollars ($20,900.00) for the Fire Station 1 Concrete Apron Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said work authorization by and between the City of Joplin and Anderson Engineering, Inc. in the not to exceed amount of Twenty Thousand Nine Hundred and No/100 Dollars ($20,900.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. The reasoning for the emergency status is so that this project can be done before or in conjunction with the 2020 Mill and Overlay of which the surrounding parking lot is a part of.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-116

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

_____

Leslie Haase, Director of Finance

ANDERSON ENGINEERING
EMPLOYEE OWNED

Anderson EngineeringInc.com
811 E. 3rd Street
Joplin, MO 64801
417-782-7399

February 12, 2020

EXHIBIT A

City of Joplin
Attn: Lynden Lawson
602 S. Main
Joplin, MO 64801

Re: PJE-021, Fire Station № 1 Concrete Apron Replacement
303 E. 3rd, Joplin, MO 64801

Mr. Lawson,

Anderson Engineering appreciates the opportunity to provide Civil, Surveying, and Geotechnical engineering services for the proposed concrete apron replacement located in Joplin, MO. The project manager for this project will be Cody White.

This proposal is based on our conversation with you, and resources provided by you about the project. As requested, our proposed scope of services is as follows:

CIVIL ENGINEERING - $7,000.00

GRADING & EROSION CONTROL PLAN:
Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for existing pavement, proposed pavement, proposed concrete, and grading at one-foot contour intervals for the proposed project. It is anticipated that this project will disturb less than 1 acre of soil so a permit thru Department of Natural Resources is not needed.

SITE LAYOUT:
Provide a site layout and geometry plan for the proposed project outlining the proposed paving plan, jointing plan and proposed phasing plan. Please note that the phasing plan will be coordinated with the City/Fire Chief. We will coordinate the proposed site with the existing improvements to ensure proper traffic turning movements, drainage, and overall functionality of the proposed development.

COVER SHEET WITH GENERAL CONSTRUCTION NOTES:
Provide a cover sheet that contains general construction notes as well as general project location, project information and owner information.

CONSTRUCTION DETAILS:
Provide general construction details for the site consisting of concrete details, joint plan details, detail for rebar over utilities, erosion control, trench & bedding, pavement thickness, etc.

BID DOCUMENTS:
Anderson Engineering will prepare specifications and bid documents. Bid documents will be bid using Anderson Engineering's online plan room. Anderson Engineering will manage pre bid meetings, reviewing bids and providing a tabulated bid tab. Anderson Engineering will also provide our bid recommendation and justification.

In an effort to provide the described scope above in the most effective manner possible, Anderson Engineering requests the following information be provided from the owner. Anderson Engineering requests the location of any onsite private utilities within the proposed project area be provided to avoid potential utility conflicts. Anderson Engineering requests as-built drawings (if available) of the project area.

Anderson Engineering can normally begin work on the topographic/boundary survey within 2 weeks after receiving a signed work authorization. For a development this size, Anderson Engineering expects 2 – 3 weeks to conduct a topographic/boundary survey and process the data for civil engineering design. Anderson Engineering expects an additional 2 – 3 weeks for civil engineering design. The owner can expect a design timeframe of 6 – 8 weeks after receiving a signed work authorization to signed and sealed construction documents. Anderson Engineering will provide services as expeditiously as practical with the goal of meeting a mutually agreed upon schedule with the design team.

LAND SURVEYING - $2,400.00

TOPOGRAPHIC SURVEY:
Anderson Engineering will perform a Topographic Survey to be used for layout and design of improvements. Topographic features within the project area to be shown will include roads, road right of way, fences, culverts, driveways, buildings and any above ground and underground utilities as located by the utility owner and/or their representatives. The topographic survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone and the North American Vertical Datum of 1988. Various control points and a temporary benchmark will be set for the project. Vertical relief will be depicted with contours at one-foot intervals and spot elevations will be shown on hard surfaces. The survey will be made available to the client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

GEOTECHNICAL ENGINEERING - $11,500.00

MATERIALS TESTING – $7,500.00
The above price for testing is an estimate based solely on the information provided at this time. We request that we are provided with a set of drawings and specifications when they become available to update the estimated cost. Items to be inspected include proof rolling, DCP testing of cut subgrade, Atterberg Limits, Grain size and classification, densities, proctors, rebar inspection, and concrete testing.

PAVEMENT DESIGN – $4,000.00

The above price is for the pavement design of the concrete approaches for the City of Joplin Fire Station #1. Initial pavement design will be developed based on site observations and an assumed CBR subgrade strength. To verify the validity of the assumed CBR subgrade strength and pavement design, the subgrade will be reevaluated after the existing pavement has been removed. Reevaluation of subgrade may consists of the following: visual-manual methods, probing with a t-handled probe, a dynamic cone penetrometer (DCP), a pocket penetrometer, observation of utility presence and conditions, and observing how the soils react to passes of equipment onsite.

THE TOTAL LUMP SUM FEE FOR THE ABOVE SERVICES IS $20,900.00

OTHER

This proposal includes one set of reviews with the local governmental agency identified above. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

This proposal is valid for acceptance within 60 days from the date on this proposal. This proposal includes providing two sets of signed plans and one set of technical specifications.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities; however, we have assumed that all public utilities will be located accurately by the Utility Locator.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to Anderson Engineering by the client if such encumbrances are to be made a part of this Final Plat. There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, performance of a boundary survey or ALTA survey, utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also, this proposal also does not include preparation of cost estimates, bid forms, or bid documents, or any construction staking, observations or testing. This proposal also does not include any plan or review compliance with local governmental agency for items not identified above. Anderson Engineering would be happy provide a proposal for these services upon request.

Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

Josh C. Oathout, EI
Design Engineer

Gregory B. Bowers, P.L.S
Vice President

Cody R. White, P.E.
Vice President

ANDERSON ENGINEERING
EMPLOYEE OWNED

Anderson EngineeringInc.com
811 E. 3rd Street
Joplin, MO 64801
417-782-7399

EXHIBIT A
WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by the CLIENT and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address:	602 S. Main Joplin, MO 64801
The **"PROJECT"**	Fire Station № 1 Concrete Approach Replacement	Location:	303 E. 3rd, Joplin, MO 64801

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. SCOPE OF WORK DETAILED: Proposal PJE-021, dated February 12, 2020

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION: As described in above referenced proposal.

V. PAYMENT: Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: Cody R White
Cody R. White, P.E., Vice President

by Gregory B. Bowers
Gregory B. Bowers, P.L.S., Vice President

DATE: February 12, 2020

AUTHORIZED AND AGREED TO: CLIENT:

by:_____

_____
(Print Name and Title)

DATE:_____

GENERAL CONDITIONS

1. PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

EXHIBIT A

FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY:_____ EFFECTIVE: 1/1/2020 THROUGH 12/31/2020
JERROD HOGAN P.L.S., CEO

PERSONNEL (HOURLY RATES):

PRINCIPAL	$250.00	ENVIRONMENTAL SPECIALIST II	$125.00
PRINCIPAL ENGINEER	$208.00	ENVIRONMENTAL SPECIALIST I	$100.00
ENGINEERING MANAGER	$187.00	ONE MAN SURVEY CREW	$118.50
PROJECT MANAGER	$169.00	TWO MAN SURVEY CREW	$150.00
PROJECT ENGINEER	$150.00	THREE MAN SURVEY CREW	$200.00
ASSOCIATE ENGINEER	$126.50	FOUR MAN SURVEY CREW	$249.00
DESIGN ENGINEER	$101.00	LANDSCAPE ARCHITECT	$135.00
PROJECT DESIGNER	$133.00	GIS DIRECTOR	$156.00
SENIOR DESIGNER	$119.50	GIS MANAGER	$130.00
DESIGNER III	$108.00	GIS ANALYST	$120.00
DESIGNER II	$97.00	GIS SPECIALIST	$100.00
DESIGNER	$87.00	GIS TECHNICIAN	$85.00
PROJECT COORDINATOR	$96.00	IBC FIRESTOP INSPECTOR	$100.00
PRINCIPAL SURVEYOR	$187.00	DRILLING COORDINATOR	$133.00
SURVEY MANAGER	$160.00	PROJECT REPRESENTATIVE III	$100.00
PROJECT SURVEYOR	$125.00	PROJECT REPRESENTATIVE II	$85.00
ASSOCIATE SURVEYOR	$105.00	PROJECT REPRESENTATIVE I	$72.50
LAB MANAGER	$135.00	STRUCTURAL STEEL INSPECTOR	$100.00
TECHNICIAN IV- SURVEY/LAB SPECIAL	$100.00	AWS CERTIFIED WELD INSPECTOR	$100.00
TECHNICIAN III- SURVEY/SENIOR LAB	$82.00	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN IIs- SURVEY	$68.50	PARTICLE & DYE TESTING- LEVEL II	$95.00
TECHNICIAN II- LAB	$59.00	ADMINISTRATIVE ASSISTANT	$50.00
TECHNICIAN I- SURVEY/LAB AIDE	$49.00		

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.67/MILE	GPS	$289.00/DAY
VEHICLE (SUBURBAN & 1 TON)	$0.73/MILE	ROBOTIC TOTAL STATION	$267.50/DAY
WATER TRUCK	$77.00/DAY + $0.73/MILE	DRONE	$426.00/DAY
LASER SCANNING	$425.00/DAY	COPIES	$0.15/EACH
MOBILE LIDAR	$1,000.00/MILE ($5,000.00 MIN)	PRINTING PLANS	$0.53/SF + TECH TIME

REIMBURSABLES:
(COST PLUS 15%) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS, AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR STAURDAYS, SUNDAYS, AND HOLIDAY WORK):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES:
APPLY TO MEETINGS AND TRAVEL TIME.

DEPOSITION OR COURT TESTIMONY:
1.5 TIMES THE HOURLY RATE.

MINIMUM CHARGE:
2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINER AND SAMPLE PICK UP.

HAZARDOUS OPERATION CHARGE:
FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGE.

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + $9.00/EACH
CONE PENETROMETER	BASIC CHARGES + $17.00/EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + $283.00/EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES + $28.00/EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES + $113.00/DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES + $50.00/DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES + $225.00/DAY

LABORATORY TEST CHARGES:

AGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$144.00
L.A. ABRASION, LARGE AGG. (C535)	$175.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$242.00
10-CYCLE	$337.00
20-CYCLE	$476.00
SIEVE ANALYSIS, DRY AGG. (C136)	$59.00
SIEVE ANALYSIS (C117)	$72.00
SIEVE ANALYSIS (C117, C136)	$89.00
SPECIFIC GRAVITY, FINE AGG. (C128)	$65.00
SPECIFIC GRAVITY, COARSE AGG. (C127)	$65.00
LIGHTWEIGHT PIECES IN AGG. (C123)	$101.00
ORGANIC IMPURITIES (C40)	$59.00
FLAT & ELONGATED PIECES (D4791)	$89.00
DELETERIOUS MATLS (MODOT TM71)	$78.00
CLAY LUMPS & FRAMBLE PARTICLES (C142)	$96.00
DRY RODDED UNIT WEIGHT (C29)	$42.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4” BLOCK	$29.00
COMPRESSIVE STRENGTH, 6” BLOCK	$36.00
COMPRESSIVE STRENGTH, 8” BLOCK	$50.00
COMPRESSIVE STRENGTH, 12” BLOCK	$83.00
COMPRESSIVE STRENGTH, MORT/GR CUBE	$14.00
GROUT PRISM	$14.00
MORTAR CYLINDER (2” X 4”)	$14.00
ABSORPTION, MASONRY BLOCK	$48.00
LINEAR SHRINKAGE (SET OF 3)	$361.00

BITUMINOUS TESTING	
ASPAHLT CONTENT	$108.00
ASPHALT CONTENT & AGG. GRADATION	$180.00
SIEVE ANALSIS EXTRACTION	$89.00
MARSHALL TEST, FIELD- 3 PUCKS	$89.00
MARSHALL TEST, LAB- 3 PUCKS	$132.00
RETAINED STABILITY	$204.00
ASPHALT CORE DENSITY, EACH	$29.00
THEORETICAL MAX. DENSITY	$144.00

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$47.75
THICKNESS (AASHTO T148/ASTM C174)	$27.25

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$65.00
SWELL TEST, 1/16 TSF (D4546)	$175.00
SWELL PRESSURE (D4546)	$331.00
SHRINKAGE LIMIT (D4643)	$65.00
MOISTURE CONTENT (C2216)	$7.00
SIEVE + HYDROMETER	$162.00
HYDROMETER ONLY (D422)	$89.00
USCS CLASSIFICATION	$30.00
PERECT PASSING #200	$48.00
SPECIFIC GRAVITY (D854)	$83.00
UNCONFINED COMPRESSION	$57.00
UNCONFINED/TRIAXIAL, REMOLDED	$89.00
TRIAXIAL TEST, PP, CU w/PP /POINT	$351.00
ORGANIC MATTER (D2974-C)	$59.00
PENETROMETER	$5.00
SAMPLE PREP, PER HOUR	$57.00
SHELBY TUBE DENSITY	$36.00
RESISTIVITY, 1 POINT	$70.00
RESISTIVITY, MINIMUM	$80.00
PERMEABILTY, FALLING HEAD	$432.00
PERMEABILITY, FLEXIBLE WALL	$408.00
PERMEABILITY CONSOLIDATION TEST	$180.00
CONSOLIDATION TEST, TO 8 TSF	$457.00
CONSOLIDATION TEST, >8 TSF	$59.00
CALIFORNIA BEARING RATIO, LAB,/PNT	$120.00
pH	$59.00

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$173.00
STD. PROCTOR (D698), MTH. C	$204.00
STD. PROCTOR (D698), 1 POINT	$61.00
MOD. PROCTOR (D1557), MTH. A & B	$211.00
MOD. PROCTOR (D1557), MTH. C	$285.00
MOD. PROCTOR (D1557), 1 POINT	$67.00
RELATIVE DENSITY	$433.00

CONCRETE TESTING	
4” X 8” OR 6” X 12” TEST MOLD	$2.25
6” X 12” CYLINDER, TESTED & MOLD	$16.50
4” X 8” CYLINDER, TESTED & MOLD	$11.75
SAW CONCRETE CYLINDER	$28.25
BEAM FLEXURAL STRENGTH	$40.00
CONCRETE BEAM, NOT TESTED	$22.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$30.00

DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE- CME 55 RIGS	$2.75/MILE ($100.00 MINIMUM)
MILEAGE- CME 75 RIGS	$3.11/MILE ($100.00 MINIMUM)
MILEAGE- CME 550 RIGS	$3.11/MILE ($150.00 MINIMUM)
CME 55 DRILL RIG AND TWO MAN CREW	$201.00/HOUR
CME 75 DRILL RIG AND TWO MAN CREW	$234.00/HOUR
CME 550 DRILL RIG AND TWO MAN CREW	$234.00/HOUR
CORE BIT CHARGE	$6.59/FOOT
ROCK CORE SET UP	$81.95/BORING
DECONTAMINATION EQUIPMENT	$159.00/DAY
GROUT MACHINE	$265.00/DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$12.60/EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$318.00/DAY
CME 55 EQUIPMENT RENTAL SURCHARGE	$175.00/DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$225.00/DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$85.00/DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	$275.00/DAY
DOWNHOLE, CAMERA, ROCK CORE	$125.00/DAY
MINIMUM DRILLING CHARGE	$1,200.00/DAY

DRILLING ITEM	**DEPTH**				
	0’ TO 20’	20’ TO 40’	40’ TO 60’	60’ TO 100’	100’ TO 150’
SOIL OVERBURDEN, 4 IN. AUGER	$8.75	$9.75	$10.80	$12.10	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$10.55	$12.10	$13.10	$14.65	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$10.55	$13.10	$15.95	$18.55	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$12.10	$18.55	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$14.65	$18.55	-	-	-
ROCK PENETRATION	$32.70	$36.55	$38.90	$45.30	$66.75
NQ CORING	$42.50	$45.30	$51.00	$58.70	-
STANDARD PENETRATION TEST	$24.20	$30.10	$36.85	$42.50	-
3 IN. SHELBY TUBES	$30.10	$36.85	$42.50	$48.95	-

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering Address: 811 East Third Street JOPLIN, MISSOURI 64801	
Attention:		Attention: Cody White	
Department:		Phone: 417-782-7399	Fax: 417-782-7398
Phone:	Fax:	Project Name/Title: Fire Station № 1 Concrete Apron Replacement	

WORK AUTHORIZATION NUMBER _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _____ exceed the sum of _____Twenty Thousand and Nine Hundred_____ Dollars ($_20,900.00_____).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Anderson Engineering

By: Cody R White

Printed Name: Cody R White

Title: Vice President

Date: 2/18/2020

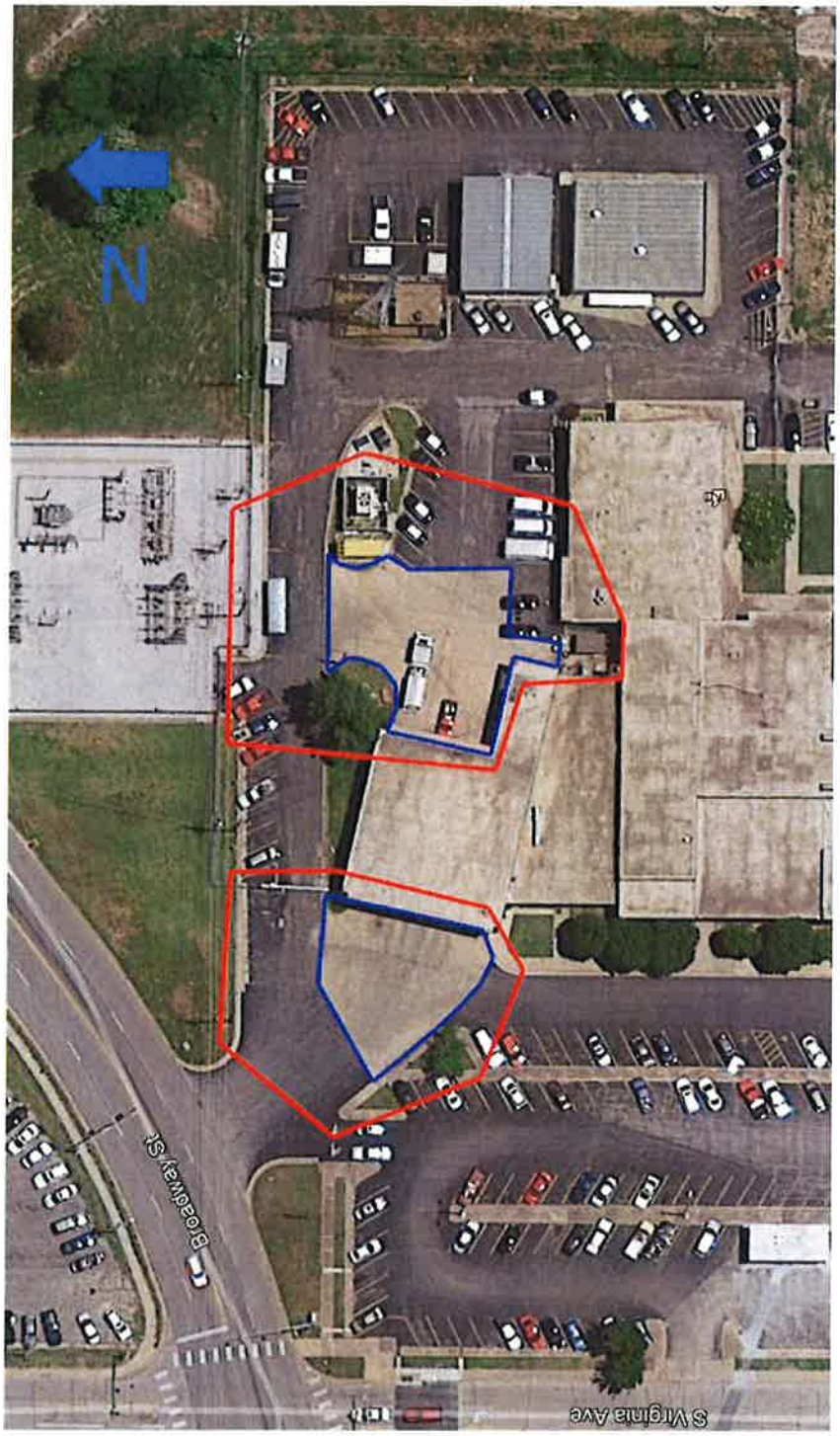
CITY OF JOPLIN, MISSOURI

By:

David Hertzberg, P.E.
Public Works Director

Date:

Property Exhibit



Red Outline – Survey Limits

Blue – Outline – Proposed Concrete Replacement