COUNCIL AGENDA
MONDAY, MARCH 4, 2019
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Charles Copple Would Like To Address City Council Regarding Pulse Point.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-257
      Case 2019-009: Voluntary Annexation – A request to voluntarily annex approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue – City of Joplin.

      Documents:

      CB 2019.-257 MINUTES.PDF
      CB 2019-257 STAFF REPORT.PDF
      CB 2019-257 SUMMARY.PDF
      CB 2019-257.PDF
      JASPER COUNTY ANNEXATION LTR.PDF
      NEWTON COUNTY ANNEXATION LTR.PDF

   3. COUNCIL BILL NO. 2019-258
      Case 010-19: 715 S. Harlem Avenue – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts – O'Reilly Auto Part.

      Documents:

      CB 2019-258 MINUTES.PDF
      CB 2019-258 STAFF REPORT.PDF
      CB 2019-258 SUMMARY.PDF
      CB 2019-258.PDF

8. **Consent Agenda**

   1. February 19, 2019 Informal Council Meeting Notes

Documents:

FEB 19 INFORMAL MINS.PDF

2. Minutes Of The February 19, 2019 Council Meeting

Documents:

FEB 19 MINS.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL 2019-111
AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Two Hundred Twenty-Nine Thousand Eight Hundred Fifty Five and 00/100 Dollars ($229,855.00) for 2019 Wastewater Facilities Plan funded through the Wastewater Treatment fund, and containing an emergency clause

Documents:

SUMMARY SHEET 2019 WW FACILITIES PLAN - DRAFT - FOR LINDA.PDF
COMPLETE JOPLIN WWFP AGREEMENT 02-18-2019 REV 02-26-2019.PDF
JOPLIN ENGINEERING AGREEMENT FORM 02-26-2019.PDF
COUNCIL BILL 2019-111.PDF

2. COUNCIL BILL 2019-112
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hunter Chase and Associates Inc., in the not to exceed amount of Three Hundred Seven Thousand Two Hundred Thirty-Eight and 00/100 dollars ($307,238.00) for construction of the NID IV Sidewalk 2018 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:

NID IV SUMMARY SHEET.PDF
BID TAB BASE ALT 2.PDF
LOCATION MAP.PDF
JOPLIN CONSTRUCTION CONTRACT FORM CDBG- 2018.PDF
NID IV CB.PDF

3. COUNCIL BILL NO. 2019-506
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-506 SUMMARY BUDGET AMENDMENT.PDF
CB 2019-506 BUDGET AMENDMENT ORDINANCE.PDF
CB 2019-506 SCHEDULE A BUDGET AMENDMENT MARCH 4 2019.PDF

4. COUNCIL BILL NO. 2019-606

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Twelve Thousand Seven Hundred Ninety Eight Dollars ($12,798); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

DWI SATPAT GRANT APP 606.PDF
SUMMARY SHEET CB 2019-606.PDF
CB2019-606_MODOT DWI SATURATION YOUTH ALCOHOL OVERTIME.PDF

5. COUNCIL BILL NO. 2019-607
AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Six Thousand, Six Hundred, Sixty-Eight Dollars ($106,668); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

DWI FULL TIME UNIT GRANT APP 607.PDF
SUMMARY SHEET CB 2019-607.PDF
CB2019-607_MODOT FULL-TIME DWI GRANT.PDF

6. COUNCIL BILL NO. 2019-608
AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Thirteen Thousand Five Hundred Dollars ($13,500); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2019-608_MODOT HMV OVERTIME.PDF
HMV GRANT APP 608.PDF
SUMMARY SHEET CB 2019-608.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2019-356
AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

Documents:

CB 2019-356 SUMMARY.PDF
CB 2019-356.PDF
CB 2019-356-2015 BUILDING CODE REVISED.PDF

2. COUNCIL BILL NO. 2019-357
   AN ORDINANCE amending Chapter 58 Fire Prevention And Protection by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective.

   Documents:

   CB 2019-357 SUMMARY.PDF
   CB 2019-357-2015 FIRE CODE REVISIONS.PDF
   CB 2019-357.PDF

3. COUNCIL BILL NO. 2019-450
   AN ORDINANCE amending Article VII, Swimming Pools, of Chapter 62, Health and Sanitation Section 62-241, of the Joplin City Code by repealing Part 1; except section 1.1; and amending sections of Part 2 of this code; and setting a date when this ordinance shall become effective.

   Documents:

   CB2019-450 SUMMARY SHEET.PDF
   CB 2019-450 COUNCIL BILL.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From Public Information Officer, Lynn Onstot

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

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

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

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 2012 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 2019-257

Case 009-19: Voluntary Annexation – A request to voluntarily annex approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue – City of Joplin

Mr. Whitmore stated this request involves two separate portions of right of way. There are two separate maps included. This includes 1.4 miles of 32nd Street between Central City Road and Golf Link Road. The other portions are 1.05 miles of Crow Road and Schifferdecker Rd, along with 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue. The City of Joplin is requesting to annex a total of 3.4 miles of right of way. The purpose of this annexation would be to widen 32nd street from Schifferdecker Avenue to Central City Road. Letters have been obtained by Jasper County and Newton County Commissioners which indicated they agree with this annexation. The purpose for the Crow Road and Coyote Drive annexation is there has been a request to annex property in the future. Annexing this portion of the road would give the property owner the opportunity to annex into the City of Joplin.

Mr. Cortez asked if the widening of 32nd Street would be to the north or to the south?

Mr. Whitmore stated the widening would take place in both directions.

Mr. Ramsour asked what the reasoning was for annexing in portion or Coyote Road?

Mr. Whitmore stated there has been a recent preliminary request to annex in property further down that road. With the annexation of that portion of the road it will allow utilities and sewer extended to those properties.

Mrs. Koelkebeck asked if the date had been set for the widening of 32nd Street?

Mr. Whitmore stated that as far as he knows the date has not been set.

Mr. McCullough wanted to know if there will be left turn lanes on Schifferdecker?

Mr. Bolander stated that Public Works has contracted that out and it is in the design stages. He also stated that this is part of the Capital Improvement that was approved by the citizens when it went to a vote on public sales tax.

Mr. Cortez asked if there will be street lights involved in the widening?

Mr. Bolander stated there were not.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MR. RAMSOURMOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 009-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: February 11, 2019
City Council Meeting: March 4, 2019

STAFF PLANNING REPORT
Voluntary Annexation

CASE 009-19 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and cShifferdecker Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	Approximately 3.4 miles of Right-of-Way

DISCUSSION

The City of Joplin is requesting to voluntarily annex approximately 3.4 miles of Right-of-Way. The purpose for this annexation is to widen 32nd Street from Schifferdecker to Central City Road. Letters have been obtained from both Jasper County and Newton County that indicate they are in agreement with this annexation.

As part of this annexation request, there will also be portions of Right-of-Way along Crow Road and Coyote Drive. This will include approximately 1.05 miles of Crow Road between McClelland Boulevard and Schifferdecker Avenue; and approximately 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue.

Staff recommends approval of Case 009-19.

ENCLOSURES

- Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Edward C. Whitmore

Edward Whitmore

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 11th day of February 2019, before me appeared Edward Whitmore, to me known to be the City Planner of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Edward Whitmore acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

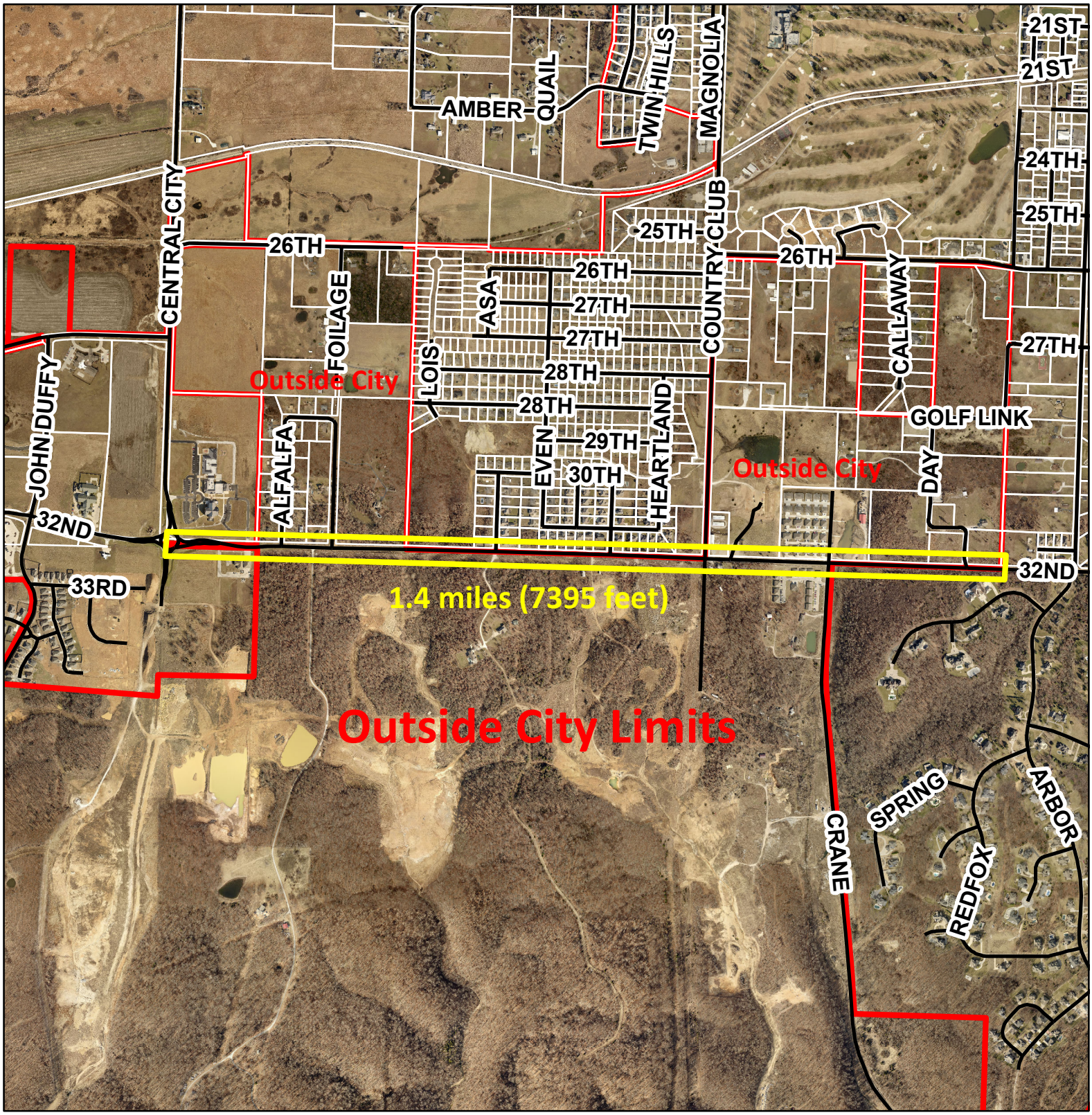
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 6-29-2020.

Lindsay J. Dunn
LINDSAY J. DUNN

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC NOTARY SEAL #12380334
MY COMMISSION EXPIRES 6-29-2020
JASPER COUNTY
STATE OF MISSOURI



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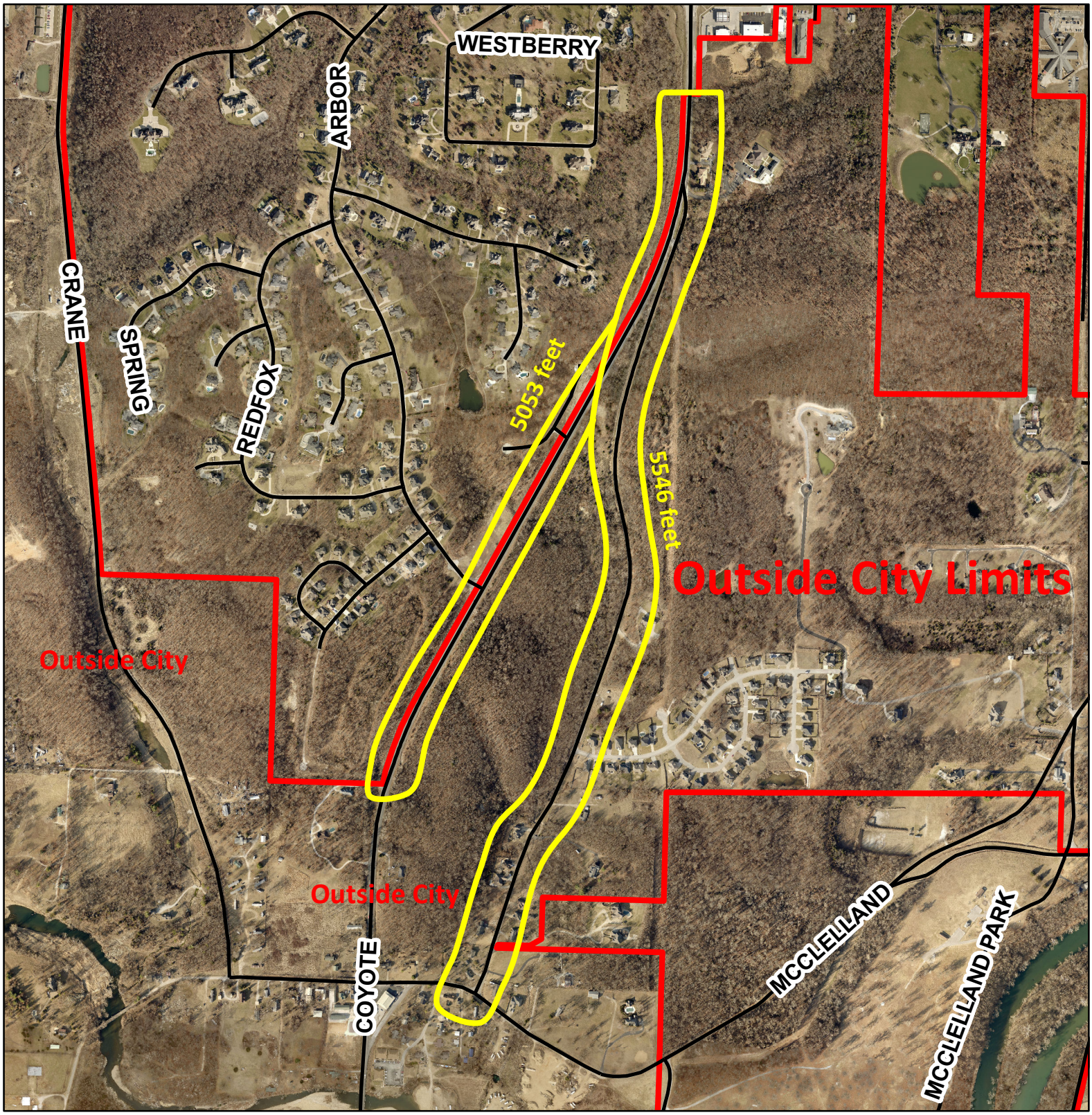
Case 009-19: Voluntary Annexation -- A portion of Right-of-Way located along 32nd Street between Central City Road and Golf Link Road -- City of Joplin

N



0 750 1,500 3,000 4,500 6,000 Feet

N

Case 009-19: Voluntary Annexation -- A portion of Right-of-Way located along Crow Road between McClelland Boulevard and Shifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Shifferdecker Avenue -- City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-257-Voluntary Annexation

MEETING DATE:
March 4, 2019

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, City Manager- Sam Anselm.

SUMMARY REQUEST:
Case 2019-009: Voluntary Annexation – A request to voluntarily annex approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue – City of Joplin

BACKGROUND:
The City of Joplin is requesting to voluntarily annex approximately 3.4 miles of Right-of-Way. The purpose for this annexation is to widen 32nd Street from Schifferdecker to Central City Road. Letters have been obtained from both Jasper County and Newton County that indicate they are in agreement with this annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated this request involves two separate portions of right of way. There are two separate maps included. This includes 1.4 miles of 32nd Street between Central City Road and Golf Link Road. The other portions are 1.05 miles of Crow Road and Schifferdecker Rd, along with 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue. The City of Joplin is requesting to annex a total of 3.4 miles of right of way. The purpose of this annexation would be to widen 32nd street from Schifferdecker Avenue to Central City Road. Letters have been obtained by Jasper County and Newton County Commissioners which indicated they agree with this annexation. The purpose for the Crow Road and Coyote Drive annexation is there has been a request to annex property in the future. Annexing this portion of the road would give the property owner the opportunity to annex into the City of Joplin.

PUBLIC COMMENT; None.

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

RECOMMENDATION:
Staff recommends approval of Case 009-19.

ATTACHMENTS
CB 2019- 257, Staff Planning Report, P&Z Commission Minutes, Jasper & Newton County Letters

P & Z Case 009-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue, Joplin, MO., Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Southwest Fractional Quarter (SW Frac 1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri. And all that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-

Way lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri.
All that part of the 32nd Street Right-of-Way lying in Lot Numbered Two (2) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri. All that part of the 32nd Street Right-of-Way in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, lying West of the East Right-of-Way line of Crane Drive.
All that part of the of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri.
All that part of the of the Crow Road Right-of-Way lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Crow Road Right-of-Way lying in the East One-Half (E ½) of the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that prt of the Crow Road Right-of-Way lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Crow Road Right-of-Way lying in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 29, Township 27 North, Range 33 West, Newton County, Missouri; more generally described as approximately 1.4 miles of 32nd Street between Central City Road and Golf Link Road; and approximately 1.05 miles of Crow Road between McClelland Boulevard and Shifferdecker Avenue; and approximately 0.96 miles of Coyote Drive between McClelland Boulevard and Shifferdecker Avenue.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 7th day of April 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JASPER COUNTY COMMISSION

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner



302 S. Main
Carthage, MO 64836-0387

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417-358-0483

December 18, 2018

City of Joplin
ATTN: Edward Whitmore, Planning and Zoning
602 South Main Street
Joplin, MO 64801

To the City of Joplin:

This letter is to confirm that Jasper County agrees for the following portions of Right of Way to be annexed into the City of Joplin in order to widen the Right of Way between Central City Road and Schifferdecker Avenue:

32nd Street Annexation - Jasper County

All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Southwest Fractional Quarter (SW Frac 1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri.

AND

All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri.

Sincerely,

Darieus K. Adams
Western District Commissioner

THE NEWTON COUNTY COMMISSION

NEWTON COUNTY COURTHOUSE · 101 SOUTH WOOD · SUITE 201 · NEOSHO MO 64850

Phone: 417.451.8223 · Fax: 417.451.8289

MARILYN RUESTMAN
Presiding Commissioner

ALAN COOK
District 1 Commissioner

JIM JACKSON
District 2 Commissioner

December 12, 2018

To the City of Joplin:

This letter is to confirm that Newton County agrees for the following portions of Right of Way to be annexed into the City of Joplin in order to widen the Right of Way between Central City Road and Schifferdecker Avenue:

32nd Street Annexation - Newton County

All that part of the 32nd Street Right-of-Way lying in Lot Numbered Two (2) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri.

AND

All that part of the 32nd Street Right-of-Way in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, lying West of the East Right-of-Way line of Crane Drive.

Coyote Dr/Schifferdecker Ave – South of 32nd ST to S. Line Sec 21

All that part of the of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri.

Crow Road – South of 32nd ST to McClellalnd Blvd

All that part of the of the Crow Road Right-of-Way lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the East One-Half (E ½) of the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 29, Township 27 North, Range 33 West, Newton County, Missouri.

THE NEWTON COUNTY COMMISSION

Marilyn Ruestman
Presiding Commissioner

Alan Cook
District 1 Commissioner

Jim Jackson
District 2 Commissioner

CB 2019-258

Case 010-19: 715 S. Harlem Avenue – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts – O'Reilly's Auto Parts.

Wayne Stevenson, Andersen Engineering, 811 E 3rd Street, Joplin, MO. He is representing O'Reilly's Auto Parts for rezoning. It is located on West 7th Street, close to Maiden Lane. They would like to expand into the lot directly behind the store. They are in the process of acquiring the property. Eventually, they will be expanding the building to the south and comply with all screening requirements. There is residential behind the building. There will be a privacy fence and we will try to leave the mature trees.

Mr. Ramsour stated that there is a fence currently between the current O'Reilly's and the house. Will there be a new fence?

Mr. Stevenson stated there would be.

Mrs. Steele wanted to know if this is just for additional parking at this time?

Mr. Stevenson stated that it is a building expansion, roughly a 40-foot expansion behind the building. It will match the building that is there now as far as façade and looks.

Mr. Cortez asked if this match will be similar to the expansion O'Reilly's did on Range Line Rd?

Mr. Stevenson stated that it will be similar, except without the expensive wall.

Mr. Ramsour asked Staff that along 7th Street you have a few commercial buildings then residential, then commercial, then residential. After the tornado the City had a whole new plan for 20th Street. What is the situation with 7th Street with the combination of commercial and residential?

Mr. Bolander stated that 20th Street is a corridor in transition. Typically, we try to protect the homes, it was about Delaware east to Range Line Rd. The plan for that corridor was redone and recommends commercial. As far as the 7th Street corridor you will find a mix. You will find older neighborhoods. We try to protect those areas but if a request comes in we do look at that carefully.

Mr. Cortez wanted to know about the property that O'Reilly's is in the process of acquiring appears to be vacant. Is it vacant?

Mr. Stevenson stated he believed so.

Mr. Cortez asked if there has been communication with the residents around this area?

Mr. Stevenson stated that his experience with O'Reilly's when they have a situation like this is they hold the agreement from the tenant. O'Reilly's will hold that lease with that tenant.

Mr. Cortez asked about green space requirement, is there one here?

Mr. Bolander stated that the only green space will be the setbacks between the building and the south property line.

Mr. Cortez asked if there were any other questions for Anderson Engineering or staff? There were not.

Mr. Cortez asked if there was anyone else to speak in favor of this case?

Mr. Charles Oberman, 4314 W 25th Place, Joplin, MO. I am the owner of 718 Porter, which is right behind 715 Harlem across the alley. Asking Anderson Engineering if they anticipate extra traffic going down the alley?

Mr. Stevenson stated he didn't think so.

Mr. Oberman stated that he would be in favor of the rezone for the expansion.

Mr. Cortez asked if there was anyone else to speak in favor of this case? There was not. Is there anyone to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 010-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: February 11, 2019
City Council Meeting: March 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 010-19 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District)

LOCATION 715 S. Harlem Avenue

APPLICANT O'Reilly Auto Parts

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	0.17 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-1	R-1	C-3
Land Use	Commercial	Single-Family Residential	Single-Family Residential	Commercial

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Harlem Avenue	Secondary	60'

UTILITIES Utilities do not need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Although this property currently has a residential zoning, it borders commercial properties that are located along a Planned Corridor. The Comprehensive Plan shows this property to continue being a residential lot. However, the Comprehensive Plan does not take into account the potential need for businesses to expand their stores along 7th Street. The Future Land Use Map generally shows commercially zoned properties along the 7th Street Planned Corridor to extend further south than this lot is located. It is justifiable to rezone this property to make it consistent with the development practices of the entire 7th Street Planned Corridor. Therefore, it would be consistent with the Comprehensive Plan to permit this rezoning.

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

This property is a small lot that abuts a commercial business. The current use restricts the neighboring business from expanding the number of customers it serves.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will positively affect neighboring properties. This is because there isn't currently a fence or other buffering methods that separate the commercial business from the residential homes. That's because this business existed at that location before the current zoning code was adopted, and the old requirements were grandfathered in. However, if this property is rezoned, and the business expands their store onto the lot in question, the new buffer requirements will be met on the building plans. This will involve a solid 6-foot fence with landscaping. The surrounding neighborhood will be screened better than it currently is. Staff has already discussed these items with the engineer for the expansion of O'Reilly.

DISCUSSION

O'Reilly Auto Parts is located on the adjacent lot, immediately north of the property to be rezoned. If this property is rezoned, O'Reilly plans to purchase that lot in order to expand the store 20 feet. The new addition will be used for parts storage.

Staff recommends approval of Case 010-19.

ATTACHMENTS

- Application

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.:
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date:
City Council Date:

APPLICANT: Anderson Engineering INC. PHONE: 417-866-2741
ADDRESS: 2045 West Woodland, Springfield, MO ZIP: 65807
EMAIL: Ashaw@andersonengineeringinc.com
OWNER: Allison Anne Wilkins PHONE: 479-359-0050
ADDRESS: 11586 Cedar Drive Garfield, Arkansas ZIP: 72732
EMAIL: allifm@yahoo.com
LOCATION OF PROPERTY: 715 South Harlem Avenue Joplin, Mo 64801
LEGAL DESCRIPTION: The following described real estate situated in the county of Jasper, state of Missouri, to-it, all of lot number ninety-two (92) in Empire and INC company's first addition to the city of Joplin, Jasper County, Missouri.
Present Zoning Residential Requested Zoning: Commercial Acreage: 0.17
Present Use of Property: A residential house is located on the property.
Proposed Use of Property: Building addition from existing O'Reilly Auto parts

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	O'Reilly Auto Parts	Commercial
South	House	Residential
East	House	Residential
West	Family Dollar	Commercial

CHARACTER OF THE NEIGHBORHOOD: The neighborhood is partially commercial and partially residential.

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: W. 7th St. , S. Harlem Ave.
2. Classification of Street(s):
   Arterial Urban (7th) Collector Urban (Harlem) Local N/A
3. Right-of-Way Width: 50'R/W
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED 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: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

N/A

SIGNATURE: Allison A. Wilkins DATE: 12/6/18

BY: Allison Anne Wilkins

TITLE: Owner



Case 010-19: 715 S. Harlem Avenue -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts -- Anderson Engineering, Inc.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 258 -Rezone to C-3 (Commercial).

MEETING DATE:
March 4, 2019

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, City Manager- Sam Anselm.

SUMMARY REQUEST:
Case 010-19: 715 S. Harlem Avenue – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts – O'Reilly Auto Part.

BACKGROUND:
This property is a small lot that abuts a commercial business. The current use restricts the neighboring business from expanding the number of customers it serves.

Rezoning will positively affect neighboring properties. This is because there isn't currently a fence or other buffering methods that separate the commercial business from the residential homes. That's because this business existed at that location before the current zoning code was adopted, and the old requirements were grandfathered in.

O'Reilly Auto Parts is located on the adjacent lot, immediately north of the property to be rezoned. If this property is rezoned, O'Reilly plans to purchase that lot in order to expand the store 20 feet. The new addition will be used for parts storage.

PLANNING & ZONING COMMISSION TESTIMONY:
Wayne Stevenson, Andersen Engineering, 811 E 3rd Street, Joplin, MO. He is representing O'Reilly's Auto Parts for rezoning. It is located on West 7th Street, close to Maiden Lane. They would like to expand into the lot directly behind the store. They are in the process of acquiring the property. Eventually, they will be expanding the building to the south and comply with all screening requirements. There is residential behind the building. There will be a privacy fence and we will try to leave the mature trees.

Mr. Ramsour stated that there is a fence currently between the current O'Reilly's and the house. Will there be a new fence?

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Mrs. Steele wanted to know if this is just for additional parking at this time?

Mr. Stevenson stated that it is a building expansion, roughly a 40-foot expansion behind the building. It will match the building that is there now as far as façade and looks.

Mr. Cortez asked if there has been communication with the residents around this area?

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Mr. Cortez asked about green space requirement, is there one here?

Mr. Bolander stated that the only green space will be the setbacks between the building and the south property line.

PUBLIC COMMENT;
Mr. Charles Obermann, 4314 W 25th Place, Joplin, MO. I am the owner of 718 Porter, which is right behind 715 Harlem across the alley. Asking Anderson Engineering if they anticipate extra traffic going down the alley?

Mr. Stevenson stated he didn't think so.

Mr. Obermann stated that he would be in favor of the rezone for the expansion

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

RECOMMENDATION:
Staff recommends approval of Case 010-19.

ATTACHMENTS
CB 2019- 258, Staff Planning Report, P&Z Commission Minutes

P & Z Case 010-19
O'Reilly Auto Part
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-258 ORDINANCE NO.

AN ORDINANCE approving 715 S. Harlem Avenue to include in District C-3 (Commercial District), Jasper County, Missouri.

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

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

ALL OF LOT NUMBER NINETY-TWO (92) IN EMPIRE AND INC COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, 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
INFORMAL MEETING NOTES
FEBRUARY 19, 2019

Mayor Shaw called the February 19, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Melodee Colbert-Kean. (Jim West resigned from the City Council on Friday, February 15, 2019).

Update on Building Code Changes:

Bryan Wicklund, Chief Building Official for City of Joplin, reviewed upcoming building code changes. He stated the City tries to update the Code every six years. The tornado in 2011 threw the City off that schedule and now we're trying to get updated to the 2018 codes. The code is updated to try to keep up with the new building materials and methods of construction. It also affects our ISO rating and homeowner's insurance by requiring a current building code adoption to be in force.

Mr. Wicklund reviewed nine areas of the proposed changes. The entire list of proposed changes will be presented to City Council at the March 4 council meeting.

Mr. Wicklund stated the Energy Code was exempted from the last code adoption, and it will be proposed in March to exempt it again from the proposed code updates. A study done by the National Home Builders Association found that if the current energy code was enforced during construction, it will likely raise the cost of construction by a minimum of $3.50-$4.00 per square foot on an average house. With the profit margin that the contractors are making locally (Joplin) - hitting them with $5,000 - $7,000 of additional up-front costs most likely won't be able to be recovered when they sell it. HBA is in favor of exempting that code again, but possibly phasing it in sometime in the future.

Mr. Stanley asked what IRC and NEC stood for. IRC is the International Residential Code and NEC is National Electrical Code.

The City adopted the International Existing Building Code at the last code adoption. That helped with some of the older, existing buildings around town. It allows some variations that have to be considered when you're dealing with some buildings that are not going to meet 100% of the current building codes, unless you tear them down and start over. The existing building code sets up a pathway to get to a point where you don't have to start from the ground level and rebuild these buildings, so it's been very good.

Another code we'd like to adopt for the first time, is the International Swimming Pool and Spa Code. The City Health Department has encouraged us to do this. This will not affect existing pools or spas; only new construction and design of commercial and residential pools. This code will put

us in line with the rest of our codes and is written by the same people who wrote the building codes. The Health Dept. will continue doing the operation side of the inspections of existing pools.

Letters of recommendations from the Joplin HBA as well as the Tri State Area Contractors were received in support of adopting the proposed codes.

Mr. Stanley suggested the City inform pool contractors of the proposed changes and Mr. Wicklund replied he would work on it.

Mr. Monteleone asked about the energy code exemption. Mr. Wicklund explained the energy requirements that were included in the 2006 building code became effective so quickly that many of the cities and contractors went to the code hearings to try fight it, but the requirements passed and got into the code. Cities began exempting the energy code from their building codes. A study was done by the National Home Builders Association on the energy code and how it would affect the contractors and overall costs of building a house.
Mr. Monteleone stated he would like to see the City gradually move towards the energy requirements. Even though there's a potential burden on the contractor, the homeowners can add the extra costs into their home loan to reap the energy benefits.

Mr. Wicklund answered questions regarding what code our neighboring municipalities follow; the inspection process; and remodeling projects. After his presentation, Council Members thanked him for the update; for keeping the public in the loop; and for developing a better relationship with builders over the years.

Ryan Talken, Assistant Health Director, commented on the proposed adoption of the Pools and Spas Code. The existing code has two parts: a) design, and b) operational. The Health Dept. plans to bring a council bill to Council to rescind the existing design side (a) of the code and keep the operational side (b) of the code. Future plans are to bring an operational code that is based on the CDC standards.

Invitation

Mayor Shaw discussed the invitation from On the Border Restaurant for a local officials meet and greet event. The Council decided on Wednesday, March 6. City Clerk Barb Gollhofer stated she would contact OTB and confirm the date and time.

The meeting adjourned at 5:47 p.m.

Barbara Gollhofer

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
FEBRUARY 19, 2019 MEETING MINUTES

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL
Answering Roll Call were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Melodee Colbert-Kean. (Jim West resigned as General Council Member on Friday, February 15, 2019). Motion by Mr. Stanley, second by Mr. Stinnett to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Renita Kitchingham and Teddy Steen addressed the council seeking help to start a peer run recovery center in Joplin. They're in need of a building and asked if the old senior citizen building was an option for this project. After some discussion, Mayor Shaw asked the women to put together more information and get with the city manager for future discussion on this project. Mr. Stanley would like to see the City take an interest in this project and he asked the city manager for updated information on the senior citizen building.

Margey Upson addressed the council regarding a fairy tale, referring to the renovation costs to Joe Becker Stadium. She also thanked Jim West for his years of service to the city.

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

February 4, 2019 Informal meeting notes

Minutes of the February 4, 2019 Council Meeting

COUNCIL BILL NO. 2019-251 – an ordinance approving the voluntary annexation by the Council of

the City of Joplin, Missouri, approximately 5.5 acres, located at 2205 S. Prigmore Avenue, Joplin, MO, Jasper County, Missouri. **Ordinance No. 2019-026**
COUNCIL BILL NO.2019-252 - an ordinance providing to vacate 321 feet of a 20-foot wide alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue. Requested by CA Gringos Property, LLC. **Ordinance No. 2019-027**

COUNCIL BILL NO.2019-253 - an ordinance providing to vacate 135.64 feet of a 20-foot wide utility easement running north/south located north of 26th Street between Pearl Avenue and Wall Avenue. Requested by CA Gringos Property, LLC. **Ordinance No. 2019-028**

COUNCIL BILL NO. 2019-254 - 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 R-2 property as described below and located at the intersection of 20th Street and Adele Avenue, on both sides of Adele Avenue, Jasper County, Missouri. Requested by Jesse Russow. **Ordinance No. 2019-029**

AMENDED COUNCIL BILL NO. 2019-255 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located approximately 1.3 acres located on the southeast corner of St. Louis Avenue and Broadway Street, City of Joplin, Jasper County, Missouri. Requested by Daryl Rhodes. **Ordinance No. 2019-030**

COUNCIL BILL NO. 2019-256 - 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-O-PD and R-2 and including in District C-1-PD property as described below and located on the northwest corner of 20th Street and Illinois Avenue, City of Joplin, Jasper County, Missouri. Requested by Megan Escalante. **Ordinance No. 2019-031**

COUNCIL BILL NO. 2019-504 - an ordinance amending Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-152, Admission Fee, to implement fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-032**

COUNCIL BILL NO. 2019-505 - an ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2019-033**

COUNCIL BILL NO. 2019-601 -an ordinance approving various job description changes for the CVB Department. **Ordinance No. 2019-034**

COUNCIL BILL NO. 2019-605 - an ordinance approving the reclassification of a position and a job description change for the Public Works Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018. **Ordinance No. 2019-035**

RESOLUTIONS

Mrs. Reid Adams introduced Resolution No. 2019-003- a resolution creating and directing the Centennial Celebration Commission. Motion by Mrs. Reid Adams, second by Mr. Stanley to approve Resolution No. 2019-003. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Resolution was approved.

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2019-352 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1412 E. Hill St. in the City of Joplin, Missouri, for Three Thousand Two Hundred Forty-Nine and 00/100 Dollars ($ 3,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Brown that Council Bill No. 2019-352 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-036**

Mr. Brown introduced Council Bill No. 2019- 353 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1322 Grand Ave. in the City of Joplin, Missouri, for Six Thousand One Hundred Ninety-Nine and 00/100 Dollars ($6,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2019-353 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-037**

Mr. Stinnett introduced Council Bill No.2019-354-AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 523 High Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($ 3,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2019-354 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-038**

Mr. Brown introduced Council Bill No. 2019-355-an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 3035 & 3035 ½ E. 12TH St. in the City of Joplin, Missouri, for Five Thousand Eight Hundred Forty-Nine and 00/100 Dollars ($5,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mrs. Reid Adams that Council Bill No. 2019-355 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-039**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Stanley introduced Council Bill No. 2019-602 - an ordinance approving a budget amendment changing the allocations of salaries within the Human Resources and Risk Management Departments; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018. Motion by Mr. Stanley, second by Mrs. Reid Adams that Council Bill No. 2019-602 be passed on Second Reading and advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-040**

NEW BUSINESS

Request to Address Council: Shelly Kraft, 2701 Bird Ave., Acting Chairman of Vision Joplin 2022, gave an update of Vision Joplin 2022 projects; and thanked the City Council for their support of Vision Joplin 2022. She also asked for a formal resolution of support from the Council for the Children's Discovery Center, that was discussed during a previous Vision 2022 Report to the City Council. Motion by Mr. Monteleone, second by Mr. Brown to have the City draft a resolution of support for the Children's Discovery Center. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

News from Public Information Officer, Lynn Onstot

The 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, right-of-ways and cemeteries. If you or your teenager are looking for work this summer, consider joining the City's team! Applications are accepted online at joplinmo.org or in person at Joplin City Hall. Joplin Parks and Recreation is hosting a "Kids Garage Sale" event at Memorial Hall on Saturday, March 9. There's still time to get a table for $10 or stop by that Saturday to do a little shopping. Residents should contact the Parks & Rec department for more information or check out their Facebook page.

Accept Resignation of Jim West: Mayor Shaw asked for a motion to formally accept the resignation of Jim West, who resigned from the City Council on Friday, February 15, 2019. Motion by Mr. Stanley, second by Mr. Stinnett to accept the resignation of Jim West from the City Council. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

There being no further business, the meeting was adjourned at 6:55 p.m.

Respectfully,

Barbara Gollhofer

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-111
Work Authorization for the 2019 Wastewater Facilities Plan

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Samuel L. Anselm

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the 2019 Wastewater Facilities Plan in the not to exceed amount of Two Hundred Twenty-Nine Thousand Eight Hundred Fifty-Five and 00/100 Dollars, ($229,855.00)

BACKGROUND
On May 21, 2007, Council authorized AMA to develop a Wastewater Treatment Facilities plan to address current issues at both treatment plants. In 2008, AMA published their recommended improvements to treat wastewater at the City of Joplin's two Wastewater Treatment Plants (WWTPs). Those recommendations included equipment and infrastructure to improve plant operations and treatment capacities to meet the stricter regulations and the projected demands on the system. Those recommended upgrades were financed through the Missouri State Revolving Fund loan program. Now that those upgrades have been successfully implemented, an updated Facilities Plan is needed for planning and financing purposes. Staff advertised for consulting services for the project in accordance with the City's procurement policy. As required by state statute, staff used the qualifications-based selection method to evaluate the interested consultants. Of the two firms that submitted qualification statements, the team of AMA and Burns & McDonnell was selected due to their extensive familiarity with the City's treatment plants and with the hydraulic model of the collection system. Summarizing the project, this Work Authorization directs the AMA team to make recommendations regarding the following: 1) optimizing treatment plant operations through improved management of wastewater flows or treatment improvements; 2) estimating future wastewater demands imposed on the treatment plants; 3) reducing the number of pump stations in the collection system; and, 4) analyzing the impact of the recommended improvements on future sewer rates. The estimated cost of critical improvements needed for the next five years will be included in the current Rate Study project.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Wastewater Treatment fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill 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. Appropriations for this contract have been approved in the 2018-2019 budget.

ATTACHMENTS

CB2019-111 Ordinance; Agreement; Work Authorization AMA-WWFP-001

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E., V.P.	
Department: PUBLIC WORKS		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x584	Fax: 417-625-4738		

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

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-WWFP-001 exceed the sum of Two Hundred Twenty-Nine Thousand, Eight Hundred Fifty-Five and no/100 Dollars ($229,855.00).

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, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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

_____
Mr. Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc

By: _____

Printed Name: Chris Erisman, P.E.

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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EXHIBIT A

Project Name/Description Wastewater Facilities Plan
Consultant Allgeier, Martin and Assoc.

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services

A1.03 Utility Requirements
Not included with scope of services

A1.04 Surveying Services - General
Not included with scope of services

A1.05 Right of Way Plan Phase - 60 percent plans
Not included with scope of services

A1.06 Final Design Phase
Not included with scope of services

A1.07 Bidding Phase
Not included with scope of services

A1.08 Construction Phase
Not included with scope of services

A1.09 Post-Construction Phase
Not included with scope of services

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-WWFP-001 TO AGREEMENT FOR PROFESSINAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. Services: ENGINEER shall provide the City of Joplin (OWNER) with the following services:

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2. The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3. The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the Owner's desire to have the ENGINEER in attendance.

1.1.4. The ENGINEER shall assist the OWNER in seeking financial assistance for the Project, including the preparation of applications for appropriate grants or loans.

Upon receipt of the OWNER's written notice to proceed with the analysis of wastewater collection and treatment facilities, the ENGINEER shall:

1.2. Wastewater Facilities Plan - Treatment

1.2.1. Compile data related to current wastewater generation, including, but not limited to, organic, solids, and nutrient loadings, flows, and sludge volumes and characteristics.

1.2.2. Review available wastewater flow data for the OWNER's two wastewater treatment plants and utilize data on collection system Inflow and Infiltration (I/I) generated from the system hydraulic model.

1.2.3. Compile demographic data, as well as information relative to the local environment, geology, soils, topography, receiving streams, and other factors pertinent to development of the facilities plan.

1.2.4. Evaluate the capabilities of existing wastewater treatment facilities.

1.2.5. Utilizing information provided by the OWNER, project estimates of growth in Joplin and the expanding service area, including industrial growth, and translate this growth into an estimated future demand on the OWNER's wastewater treatment facilities.

1.2.6. Evaluate options for shifting wastewater flows from one drainage basin to another to optimize wastewater treatment plant operations and consider alternate treatment facility and/or facility discharge locations, as found necessary as part of the evaluation.

1.2.7. Working with regulatory agencies and the OWNER, evaluate long-term trends in NPDES limits for effluents and sludges, and present these estimates of future limits.

1.2.7.1 Provide a summary of the past and current metals regulatory compliance issues associated with the treatment facilities. Evaluate the future impacts of metals in regards to facility discharges and permitting for the system.

1.2.8. Establish design criteria for wastewater treatment facilities.

1.2.9. Based upon data compiled and design criteria established, evaluate wastewater treatment and discharge options required to adequately transport and treat peak flows, expand treatment plant hydraulic and organic capacity as required, provide advanced treatment if needed, including effluent disinfection, and expand sludge handling facilities.

1.2.10 Assist the OWNER in arranging for archaeological surveys, soil investigations, environmental investigations, and any other investigations or special consultations required, but outside the scope of this agreement.

1.2.11. Coordinate investigations and analyses with appropriate state and federal agencies in order to promote adherence to current and potential future rules and regulations, and to expedite their acceptance of the facilities plan.

1.2.12. Draft a complete facilities plan for the wastewater treatment facilities that presents and documents the conclusions and recommendations of the ENGINEER. The report will contain, in addition to other information, the ENGINEER's opinion of capital and operation and maintenance costs of the alternatives studied and a recommendation of the optimum alternative. This plan will be combined with the plan prepared for other scope of work sections contained within this agreement to form one complete facility plan document.

1.2.12.1 Provide an executive summary to the facility plan that condenses the significant findings and highlights the contents of the entire facility plan. This executive summary for the wastewater treatment facilities plan will be combined with other scope of work sections contained within this agreement to form one complete facility plan executive summary.

1.2.13. Submit copies of the facilities plan to appropriate federal, state, and local agencies as may be required or appropriate for their review and commentary.

1.2.14 Evaluate the staffing of the OWNER's wastewater facilities and compare that to the staffing of wastewater facilities of similar size and operational characteristics.

1.3 Wastewater Facilities Plan – Collection System

1.3.1 Compile data related to current wastewater collection system, including, but not limited to, results of wastewater I/I program data that could be used within this plan, updated system GIS data, recent improvement/rehabilitation areas, and updated pumping facilities information.

1.3.2 Provide an explanation of the intent and the benefits of a private side I/I program.

1.3.3 Utilizing information provided by the OWNER, project estimates of growth in Joplin and the expanding service area, including industrial growth, and translate this growth into an estimated future demand on the OWNER's wastewater collection system.

1.3.4 The calibrated hydraulic model (developed under the I/I Reduction Program Scope of Work) will be used to develop a hydraulic model of future planning. The calibrated hydraulic model will henceforth be referred to as the baseline model. The proposed hydraulic model will be as follows:

1.3.4.1 A year 2039 hydraulic model covering a 20-year planning horizon from the baseline model.

1.3.4.1.1 The baseline model will be updated using 2039 population and land use data provided by the City.

1.3.4.1.2 The 2039 hydraulic model will be used to identify model predicted hydraulic deficiencies. The deficiencies will be agreed upon with Engineer and the OWNER prior to proceeding to the following task item.

1.3.4.1.3 The 2039 hydraulic model will be used to generate hydraulic improvements required to provide the level of service (LoS) identified in the I&I Reduction Plan.

1.3.4.1.4 The 2039 hydraulic model with improvements will be amended to investigate existing lift station elimination through provision of new interceptor sewer(s). This investigation will be limited to modeled lift stations.

1.3.5 Provide opinions of capital and operation and maintenance costs of alternative wastewater treatment systems for each of the future hydraulic model planning horizons and scenarios listed in paragraph 1.3.4.

1.3.6 Determine the impact on user rates of the opinions of capital and operational and maintenance costs provided for each hydraulic model planning horizon and scenario.

1.3.7 Draft a complete facilities plan report for the wastewater collection system that presents and documents the conclusions and recommendations of the ENGINEER. The report will contain, in addition to other information, the ENGINEER's opinion of capital and operation and maintenance costs of the alternatives studied and a recommendation of the optimum alternative. This plan will be combined with the plan prepared for other scope of work sections contained within this agreement to form one complete facility plan document.

1.3.7.1 Provide an executive summary to the facility plan for the wastewater collection system that condenses the significant findings and highlights the contents of the entire facility plan. This executive summary for the wastewater collection system plan will be combined with other scope of work sections contained within this agreement to form one complete facility plan executive summary.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. <u>General.</u>

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Providing renderings or models for OWNER's use.

2.1.3. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; and detailed quantity surveys of material, equipment, and labor.

2.1.4. Furnishing the services of special consultants requested by OWNER for other than the normal civil, structural, mechanical, and electrical engineering, such as consultants for independent evaluations, interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.4.1. Independent Evaluation – While ENGINEER will be fully responsible for all aspects of the facilities planning process, the OWNER and ENGINEER recognize the potential benefit of receiving a "second

opinion" in the evaluation of wastewater treatment options. ENGINEER shall, therefore, if requested by the OWNER, secure an independent evaluation of wastewater treatment alternatives from a qualified engineering firm or individual (special consultant) acceptable to the OWNER. Recommendations from the independent evaluation shall be incorporated into the completed facilities plan at the ENGINEER's discretion. The scope of the independent evaluation shall be determined by the OWNER during the process of selecting the special consultant.

2.1.5. Providing any type of field surveys or staking to enable others engaged by the OWNER to carry out their work.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal proceeding involving the Project.

2.1.7. Studies and investigations of land applications of wastewater as a means of treatment and disposal beyond the studies, comparisons, and conclusions provided in the Facilities Plan.

2.1.8. Services provided in OWNER's acquisition of lands, easements, and rights-of-way.

2.1.9. Furnishing the services of an abstractor for the properties affected by easements or acquisition in connection with the Project.

2.1.10. Additional services in connection with the Project, including services normally furnished by OWNER, services beyond the planning phase of the project, and services not otherwise provided for in this Agreement

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that OWNER will require.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's basic services data prepared by or services of others, including without limitation soil testing, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Use its best effort in attempting to arrange access for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services; however, it is understood that if OWNER is unable to arrange such access, ENGINEER shall not be held liable for performing those services that are contingent upon such access.

3.5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the

Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, financial and insurance counseling services as may be required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by regulatory agencies; such auditing service as OWNER may require to ascertain how or for what purpose any OWNER's moneys have been paid for the Project.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to receive information and transmit instructions, information, interpret actions, and definition of OWNER's policies and decisions pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10. Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11. Receive, review, and accept the Facilities Plan as provision of service by the ENGINEER, or otherwise relate to ENGINEER amendments needed to render the document acceptable to the OWNER.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

4. TERMS

4.1 Schedule: 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 for this Work Authorization scope of work shall be completed no later than December 31, 2019.

4.1.1 Preliminary cost projections for wastewater collection system improvements and wastewater treatment facility improvements that Engineer believes will be necessary within the next 5 years will be provided to the OWNER by May 31, 2019 in order to be considered as part of the ongoing wastewater system rate study currently being developed.

4.1.2 Utilizing information supplied by Engineer, the OWNER shall make final engineering and planning decisions in a timely manner to support the Engineer's ability to complete the Services according to the project schedule.

4.2 Distribution of compensation between individual tasks indicated in Section 5 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

5. PAYMENT

5.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2019" for Allgeier, Martin and Associates and Schedule of Hourly Professional Service Billing Rates for Burns and McDonnell with a total compensation ceiling of $229,855, as set forth in Work Authorization Number AMA – WWFP - 001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Wastewater Facilities Plan - Treatment (Item 1.2)	**$95,973**
Wastewater Facilities Plan – Collection System (Item 1.3)	**$133,882**
Total – Wastewater System Facilities Plan Estimated Maximum Fee	**$229,855**

ATTACHMENT NUMBER TWO

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2019

LABOR RATES

Classification	Hourly Billing Rate Thru 12/31/2019
Principal/Engineer IV	$195
Principal/Engineer III	$180
Project Manager/Engineer II	$160
Project Manager/Engineer I	$145
Technician III/GIS Specialist	$132
Technician III	$112
Technician II	$100
Technician I	$94
Two-Man GPS Survey Crew	$185
One-Man GPS Survey Crew	$145
Three-Man Survey Crew	$201
Two-Man Survey Crew	$160
Registered Land Surveyor II	$170
Registered Land Surveyor I	$150
Survey Crew Member	$76
Right of Way Specialist	$116
Project Representative III	$112
Project Representative II	$100
Project Representative I	$92
Secretary/Assistant	$76
Print Specialist	$76

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

NON-LABOR RATES

Item	Rate
Travel	$0.58 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 5%

Attachment Number Two
Burns and McDonnell

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$62.00
Technician *	6	76.00
Assistant *	7	88.00
	8	118.00
	9	143.00
Staff *	10	164.00
	11	177.00
Senior	12	197.00
	13	220.00
Associate	14	229.00
	15	235.00
	16	239.00
	17	244.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. A technology charge of $9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.

6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month(s). Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 JOPLIN, MO 64804	
Attention: Mr. Chris Parker, P.E.		Attention: Chris Erisman, P.E.	
Department: Public Works, Engineering		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820, x584	Fax: 417.625.4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

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

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

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

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. Payment. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

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

6. Termination of Contract.

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

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

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

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

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

10. Discrimination. The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

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

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

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

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

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

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

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

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

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

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

18. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City,

one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer:

Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

COUNCIL BILL NO. 2019-111 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Two Hundred Twenty-Nine Thousand Eight Hundred Fifty-Five and 00/100 Dollars ($229,855.00) for 2019 Wastewater Facilities Plan funded through the Wastewater Treatment fund, and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Two Hundred Twenty Nine Thousand Eight Hundred Fifty-Five and 00/100 Dollars ($229,855.00) for 2019 Wastewater Facilities Plan funded through the Wastewater Treatment fund, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier Martin & Associates.

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

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-111

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-112

MEETING DATE
March 4, 2019

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map; Bid Tabulation; Agreement; Council Bill;

REVIEWED BY
Director of Public Works: David K. Hertzberg, Director of Planning and Community Development: Troy Bolander, Director of Finance: Leslie Haase, City Attorney: Peter Edwards, City Manager: Sam Anselm

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Hunter Chase and Associates Inc, in the not to exceed amount of Three Hundred Seven Thousand Two Hundred Thirty-Eight and 00/100 dollars ($307,238.00), for construction of the Neighborhood Improvement District 4 (NID IV) Sidewalk project.

BACKGROUND
The City has received authorization for the release of funds for the 2018 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalk, streets, curb & gutter, storm water, and sanitary sewer systems in designated neighborhoods. NID IV boundaries are: School avenue on the west, and St. Louis on the east; Broadway on the north and 4th street on the south. Funding was approved for neighborhood infrastructure projects in the 2018 Actions Plans.

DISCUSSION
City staff followed the City of Joplin procurement policy. Bids were opened on February 25, 2019 with 3 firms bidding and Hunter Chase and Associates Inc providing the lowest bid. The low bid was below the Engineer's estimate. NID IV improvements focus on improving sidewalks along School avenue, McKee avenue, 2nd street and 3rd street. The CDBG funding will provide funding for 100% of the project.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of Infrastructure Improvement Fund and will be reimbursed by federal CDBG grant funds.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-112 on an Emergency basis; in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

NID IV Sidewalk 2018 Bid Tabulation

	Base Bid + Alternate 2
Engineers Estimate	$459,465.00
Hunter Chase	$307,238.00
RFB Construction	$323,691.00
B-3 Construction	$388,040.54



Date: 2/26/2019

1 " = 359 '

0 0.0325 0.065 0.13 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND HUNTER CHASE & ASSOCIATES

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

NID 4 Sidewalks 2018
Consisting of School, McKee, 4th Street, East 3rd Street and East 2nd Street

The City and Contractor agree to the following:

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

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

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

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $307,238.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

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

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are

mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

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

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

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

17. Liability and Indemnity.

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

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

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

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

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

expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Seven Thousand Two Hundred Thirty-Eight and no/100 ($307,238.00) dollars, said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory

purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

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

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

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

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

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

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

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

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

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

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

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

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

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

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

of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

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

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

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

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

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

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

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

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

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the

project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are

maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____

Troy Bolander, Planning & Community Development Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxx AND xx/100 DOLLARS ($xxxxxxxX.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

PROJECT

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

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

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

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

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____

Director of Finance (Title)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and xx/100 DOLLARS ($xxxxxxxxxx.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

PROJECT

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

its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST: (SEAL)

_____ _____
Secretary Principal

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

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By _____
Director of Finance (Title)

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

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

COUNCIL BILL NO. 2019-112 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hunter Chase and Associates Inc., in the not to exceed amount of Three Hundred Seven Thousand Two Hundred Thirty-Eight and 00/100 dollars ($307,238.00) for construction of the NID IV Sidewalk 2018 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 construction agreement by and between the City of Joplin and Hunter Chase and Associates inc, in the not to exceed amount of Three Hundred seven Thousand Two Hundred Thirty-Eight and 00/100 dollars ($307,238.00), for construction of the NID IV Sidewalk 2018 project funded through the CDBG Entitlement grant, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvement Fund (305-4550-530-8635).

Section 4 That the City of Joplin hereby declares that this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-112

I hereby certify that a sufficient amount is available in the Infrastructure Improvement Fund Account Number 305-4550-530-8635 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 2019-506 – Approving a budget amendment for FY 2019

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-506 Ordinance; Schedule "A" Budget Amendment Schedule

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amend the police department budget in the amount of $28,429 to replace a totaled police car. Revenue is being amended in the amount of $28,429 as this is a liability self-insurance covered claim.
- Amend the airport budget in the amount of $2,234,001 for the unbudgeted portion of the construction of Taxiway D. The adopted budget included $5,200,000 for the Runway 18-36 reconstruction. However, in September after the budget was printed, the airport received the supplemental appropriation from the President to move Taxiway D construction ahead of the budgeted project at a total cost of $7,434,001. As a result, the 2019 budget requires an amendment for the difference in the cost of the two projects. Revenue is also being amended in the amount of $2,122,301 for the FAA grant reimbursement of 95% towards this project.
- Amend the liability insurance fund in the amount of $28,429 to cover the cost of the replacement police car.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $2,150,730 and increases expenditures by $2,290,859.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2019-506 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

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

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing revenues by the total amount of Two Million One Hundred Fifty Thousand Seven Hundred Thirty Dollars and No Cents ($2,150,730.00) and by increasing appropriations by the total amount of Two Million Two Hundred Ninety Thousand Eight Hundred Fifty-Nine Dollars and No Cents ($2,290,859.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
4-Mar-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-450-0604	Insurance Claim Settlement	$	28,429	
	Police Patrol	001-5502-510-8220	Operating Equipment			28,429
	Total General Fund			$	28,429	28,429
405	Airport Fund					
	Airport	405-0000-470-0501	Airport Grant	$	2,122,301	
	Airport Operations	405-5004-520-8810	Construction in Progress			2,234,001
	Total Airport Fund			$	2,122,301	2,234,001
510	Liability Insurance Fund					
	Liability Insurance	510-7504-500-5305	Judgments & Claims			28,429
	Total Liability Insurance Fund			$	-	28,429
	Grand Total			$	2,150,730	2,290,859

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

(Application due by March 01, 2019)

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

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

County: Jasper

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: DWI Saturation / Youth Alcohol Overtime

Requested Amount: $12,798.00

Brief Description: DWI Sat Pat / YouthAlcohol Compliance OT

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

The Joplin Police Department investigated 5,330 traffic crashes from 2015-2017. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 94 resulted in a serious physical injury, and another 16 resulted in a fatality.
Of the 94 crashes resulting in serious injury or death, 7, or 1.3%, had alcohol as a contributing factor. Alcohol was a contributing factor in 122 total traffic crashes in the City of Joplin between 2015-2017. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.
The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2015-2017, there were 313 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 221 alcohol related crashes in Newton County, ranking 15th in the state. For the same period, the City of Joplin recorded 122 alcohol related crashes, ranking 14th in the state. In 2017, the City of Joplin recorded 52 alcohol related crashes.
In the city of Joplin, we have seen an increase in DWI related crashes over the past 2 years. While we have always worked hard at DWI enforcement, impaired fatalities increased in 2017 from none in 2015 and 2016 to 6 in 2017. Our grant funded DWI unit leads the state in arrests every year and has been proven to be a great success.
We periodically conduct alcohol compliance checks to ensure laws are being adhered to.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

- Arrest Impaired Drivers
- Educate the public on the danger of impaired driving.
- Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
- Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving.
- Conduct Alcohol Compliance Checks at establishments who serve alcohol to ensure compliance with state laws and local ordinances

PROJECT DESCRIPTION

We will deploy officers to focus on impaired drivers. Our main goal is to arrest impaired drivers and prevent alcohol related crashes.

Officers will be assigned to work overtime on a monthly basis at times that data shows us impaired drivers are likely to be more frequent. Officers will participate in state and national drive sober campaigns. Officers will be highly visible while conducting traffic enforcement.

This funding will be used for enforcement of impaired driving. Officers may also use this funding to investigate and prosecute businesses or individuals that sell alcohol to persons under 21 who could end up driving vehicles on our roadways.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	

Our staffing levels dropped to critical levels mid 2018 to current. Currently, we have 16 officers hired and in training will all of them expected to periodically be released to duty between May 2019 and January 2020.

12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Our staffing levels dropped to critical levels mid 2018 to current. Currently, we have 16 officers hired and in training will all of them expected to periodically be released to duty between May 2019 and January 2020. This has largely affected our ability to schedule overtime. We believe we have taken steps to correct this, although it will take time to implement.
Secondly, the loss of DWI checkpoints had affected our ability to schedule large events that spend a portion of those funds.

15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	422
19	Total number of speeding violations written by your agency.	743
20	Total number of HMV violations written by your agency.	4022
21	Total number of child safety/booster seat violations written by your agency.	10
22	Total number of safety belt violations written by your agency.	331
23	Total number of sobriety checkpoints hosted.	0
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5472
25	Total number of traffic crashes resulting in a fatality.	24
26	Total number of traffic crashes resulting in a serious injury.	96
27	Total number of speed-related traffic crashes.	265
28	Total number of speed-related traffic crashes resulting in a fatality.	3
29	Total number of speed-related traffic crashes resulting in a serious injury.	11
30	Total number of alcohol-related traffic crashes.	127
31	Total number of alcohol-related traffic crashes resulting in a fatality.	13
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	7
33	Total number of unbuckled fatalities.	17
34	Total number of unbuckled serious injuries.	22
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	60

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

DWI and Traffic Officers will work and assign other officers from within the agency to work traffic enforcement overtime during peak times to lower crashes through relentless enforcement and education. The traffic Sergeant will frequently review crash data and keep DWI and traffic officers aware of locations seeing higher traffic crashes and volumes, along with complaints.

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

45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months per year with special attention to statewide and national traffic enforcement campaigns. The bulk of the enforcement will take place in the spring and summer when more drivers are out.

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

Enforcement will take place 7 days per week, all year. Additional enforcement will take place on holiday weekends and during times when increased travel is expected.

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

These times don't limit enforcement in other times per day as needs, but encompass the bulk of enforcement times. Enforcement will mainly take place from 1700 hours until 0400 hours.

48 Enter the number of officers assigned during the enforcement period. 106

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

1. LiDAR / RADAR units. Speeding is a top sign of impaired driving. Having officers in the field equipped with a LiDAR handheld units will allow them to check speeds at extreme distances before violators see a patrol car and alter driving behaviors.

PROJECT EVALUATION

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

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

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

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

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

Additionally, we will monitor violations of serving to minors, MIP, and other alcohol service violations and conduct enforcement accordingly, as well as proactively.

CITY OF JOPLIN, MISSOURI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR FISCAL YEAR ENDED OCTOBER 31, 2017

PROGRAM

U.S. DEPARMENT OF AGRICULTURE:
PASSED THROUGH MISSOURI DEPT OF HEALTH: SPECIAL SUPPLEMENTAL FOOD NUTRITION FOR WOMEN, INFANTS, AND CHILDREN:

GRANT
NUMBER

FEDERAL EXPENDITURES

AMOUNTS PAID TO SUBRECIPIENTS

WICPROGRAM 10.557 3M0700704-2017 531.400
WICPROGRAM 10.557 3M0700704-201B 20,441
PEER COUNSELING PROJECT 10.557 3M0700B04-2016 24,874
PEER COUNSELING PROJECT 10.557 3M0700704-2016 2,000
PEER COUNSELING PROJECT 10.557 3M0700704-2017 28,119
PEER COUNSELING PROJECT 10.557 3M0700804-2017 2,178

SUMMER FOOD SERVICE PROGRAM

TOTAL U.S. DEPARTMENT OF AGRICULTURE

10.559 3M0300305-2017

""
609.457

U.S.DEPARTMENT OF COMMERCE: DIRECT PROGRAMS:
EDA LIBRARY CONSTRUCTION GRANT

TOTAL U.S. DEPARTMENT OF COMMERCE

U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: CDBG ENTITLEMENT GRANT CLUSTER:
DIRECT PROGRAMS:

11.307

05-79-05345

8,522.813

8,522,813

2012 PROJECT 14.218 B-12-MC-29-0008 2.386
2014 PROJECT 14.218 B-14-MC-29-0008 3.483 2,753
2()15 PROJECT 14,218 B-15-MC-29-0008 131,795 2,500
2016 PROJECT 14.218 B-16-MC-29-0008 273.869 25,789
CDBG DISASTER RECOVERY-2012 14.218 B-12-MT-29-0001 5,907,939 317,028
CDBG DISASTER RECOVERY-2013 14.218 B-13-MS-29-0001 30.109,900 6.624,049
TOTAL CDBG ENTITLEMENT GRANT CLUSTER DIRECT PROGRAMS 36,429,372 6,972.119

DIRECT PROGRAMS:
HOME CONSORTIUM - 2014 14.239 2014 M-14-0C-29-0209 122.783 112,346
HOME CONSORTIUM - 2015 14.239 2015 M-15-0C-29-0209 117.446 82,005

HOME CONSORTIUM - 2016

TOTALDIRECTPROGRAMS

PASSED THROUGH THE MO DEPT OF ECONOMIC DEVELOPMENT: NEIGHBORHOOD STABILIZATION GRANT

TOTAL PASSED THROUGH THE MO DEPT OF ECON DVLP

TOTAL U.S. DE.PARTMENT OF HOUSING & URBAN DEVELOPMENT

14.239 2016 M-16-DC-29-0209

14228 2ooe..0N-10

1,630

241,859 194,351

18,661

18,661

36,669,892 7,166,470

U.S. DEPARTMENT OF INTERIOR
PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES HISTORIC PRESERVATION

TOTAL U.S. DEPARTMENT OF INTERIOR

15.904

29--15-131224-002

30.000

30,000

U.S.DEPARTMENT OF JUSTICE: DIRECT PROGRAMS:
ATF OVERTIME

'B"ULLETPROOF VEST PROGRAM BULLETPROOF VEST PROGRAM
JUSTICE ADMINISTRATION GRANT JUSTICE ADMINISTRATION GRANT

16,012
16.606 2017
16.606 2018
16.607 2015-BUSX-15078668
16,607 2016-BUBX-16082584
16.738 2014-DJ-BX-1136
16.738 2015-0J-SX-0780

15,207
6,249
3,800
4,574
4,817
2.'4"70'

JUSTICE ADMINISTRATION GRANT

16,738 2016-DJ-BX-0991

21,046

11,635

MENTAL HEALTH COLLABORATIVE

TOTALDIRECTPROGRAMS

PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

16.745 2014-MO-BX-0015

70,956

129,613 11.635

MULTI-JURISDICTION CYBER CRIME 16.803 2017-SCCG-004 150,874 82,237
MULTI-JURISDICTION CYBER CRIME 16,803 2018-SCCG-003 123,644 70,349
TOTAL PASSED THROUGH THE MISSOURI DE.PT OF PUBLIC SAFE.TY 274,518 152.586
MO - INTERNET CRIMES AGAINST CHILDREN GRANT 16.800 2014-MC-FX-K043 17,248 2,579
TOTAL PASSED THROUGH THE CITY OF GLENDALE, MISSOURI 17,248 2.579
TOTAL U.S. DEPARTMENT OF JUSTICE. 421.379 166,600
U.S.DEPARTMENT OF TRANSPORTATION:
DIRECT PROGRAMS:
AIRPORT IMPROVEMENT PROGRAM:
AIRPORTTAXIWAYB 20.106 3-29-0037-037-2016 4.811.276
ZONING AND PLANNING MPO 20,505 M0810008 206,267

TOTAL DIRECT PROGRAMS 5,017,543

PROGRAM PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION:

GRANT
NUMBER

FEDERAL AMOUNTS PAID EXPENDJTURES TO SUBRECIPIENTS

FHWA-MSSU TRAIL 20.205 STP-3201(705) 5,686
HAZARDOUS MOVING VIOLATION 20,600 17-PT-02-123 6,717
DWI OFFICER GRANT 20.601 17-154-AL-035 54.021
DWI OFFICER GRANT 20.601 18-MSHVE-03--012 7,513
DWI ENFORCEMENT 20.607 17-154-AL-034 4,359

TOTAL PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION 78,296

FEDERAL TRANSIT CLUSTER:
DIRECT PROGRAMS:
CAPITAL ASSISTANCE 20.507 M0900297 126.623
PLANNING ASSISTANCE 20,507 M0902309 36,8B5
PLANNING ASSISTANCE 20.507 M090X314-12-01 18,859
OPERATING ASSISTANCE 20507 M090X314 12.05 400.720
BUS & aus FACILITES PROGRAM 20.526 M0-34-0009 146,552
TOTAL FEDERAL TRANSIT CLUSTER 729,639

TOTAL U.S. DEPARTMENT OF TRANSPORTATION 5,825,478

NATIONAL ENDOWMENT FOR THE HUMANITIES
PASSED THROUGH MISSOURI STATE LIBRARY:
SUMMER LIBRARY PROGRAM 45,310 2016·LFL5-SLPC5CN5-8206 14,880
SHOW ME STEPS 45.310 LS-00--17-0026-17 1,116
RACING TO READ 45.310 2016-LFL5-RTRC5CN5-796B 6.557
WEBSITE 45.310 2016-LBE6-TL016CN6-6320 1,510
LIBRARY SERVICE GRANT 45.310 LS-00--17-0026-17 1,176
TEEN MAKERSPACE 45.310 LS-00-17-0026-17 2.5B9
SPOTLIGHT ON LITERACY 45,310 LS-00--17-0026-17 3,500
TECHNOLOGY MINI-GRANT 45.310 2016·LBE6-TLD16CN6-8320 3,354
TOTAL NAnONAL ENDOWMENT FOR THE HUMANITIES 34,662

U.S. ENVIRONMENTAL PROTECTION AGENCY:
DIRECT PROGRAMS:
EPA GRANT-LEAD REMEDIATION 66.802 V-97733301 27.276

TOTAL DIRECT PROGRAMS 27,276

PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES: CLEAN WATER STATE REVOLVING FUND-DIRECT LOAN PROGRAM 2014

66.458

C29554B-03

100,053

TOTAL PASSED THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TOTAL U.S. ENVIRONMENTAL PROTECTION AGENCY

100.053

127,329

U.S. DEPARTMENT OF HEALTH ANO HUMAN SERVICES;
PASSED THROUGH MISSOURI DEPARTMENT OF HEALTH:
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 5NU90TP0005J1-05 23,914
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 1NU90TP921896-01 13,564
COUNTY HEALTH PREPAREDNESS 93.069 E0205-6008 55,516
TB CONTROL PROGRAM
CHILD CARE SANITATION INSPECTION 93.116
93,575
ERS2220--17051 3,'6"70'
CORE FUNCTION 93.767 AOC163B0032 65,136

CORE FUNCTION 93.767 26,355
MEDICAID. TITLE XIX 93,778 GMDM6455-R001 11,149
MATERNAL & CHILO HEALTH BLOCK GRANT 93.944 1B04MC30623-01 28,832
MATERNAL & CHILD HEALTH BLOCK GRANT 93.944 1B04MC31498•01 3.688

TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 232,108

U.S. DEPARTMENT OF HOMELAND SECURITY:
DIRECT PROGRAMS:
TSA AIRPORT SECURITY 97,042 HSTS0213HSLR728 2,305
TSA AIRPORT SECURITY 97 .042 HSTS0217HSLR453 24,345
FIRE ASSISTANCE 97.044 EMW-2016-F0-03909 20,959
FIRE ASSISTANCE 97.044 EMW-2015-F0-03675 76,290

TOTAL DIRECT PROGRAMS 123.899 PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

TOTAL PASSED THROUGH MO DEPT OF PUBLIC SAFETY TOTAL U.S. DE:PARTMENT OF HOME/AND SECURITY

TOTAL EXPENDITURES OF FEDERAL AWARDS

65.472

189,371

52,682.489 7,333.270

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radar	LIDAR / RADAR handheld units w/batteries	2	$1,899.00	$3,798.00	$0.00	**$3,798.00**
					$3,798.00	**$0.00**	**$3,798.00**
Personnel							
	Overtime and Fringe	DWI Saturation and Youth Alcohol compliance check overtime.	1	$9,000.00	$9,000.00	$0.00	**$9,000.00**
					$9,000.00	**$0.00**	**$9,000.00**
				Total Contract	**$12,798.00**	**$0.00**	**$12,798.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-606 – approving grant with MoDOT for DWI Saturation and Youth Alcohol Enforcement in the amount of $12,798.

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2019-606 Ordinance; MoDOT Grant DWI Enforcement/Youth Alcohol

REVIEWED BY
Dept. Head: Matt Stewart; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a grant with MoDOT to fund DWI Saturation Patrols as well as Youth Alcohol Enforcement efforts to include fringe benefits.

BACKGROUND
Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

FUNDING SOURCE
This grant will cover overtime and fringe benefits for enforcement activities related to saturation patrols and youth alcohol enforcement. There is no match for this grant.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with public peace and safety, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

Council Bill No. 2019-606 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Twelve Thousand Seven Hundred Ninety Eight Dollars ($12,798); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received the grant in the amount of $12,798 from the Missouri Department of Transportation;

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

WHEREAS, This allows for the grant to cover overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Twelve Thousand Seven Hundred Ninety Eight Dollars ($12,798), providing for the funding of DWI Enforcement projects, to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2019, by a vote of _____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

(Application due by March 01, 2019)

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

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

County: Jasper

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: Full Time DWI Unit

Requested Amount: $106,668.00

Brief Description: Full Time DWI Unit

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

The Joplin Police Department investigated 5,330 traffic crashes from 2015-2017. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 94 resulted in a serious physical injury, and another 16 resulted in a fatality.

Of the 94 crashes resulting in serious injury or death, 7, or 1.3%, had alcohol as a contributing factor. Alcohol was a contributing factor in 122 total traffic crashes in the City of Joplin between 2015-2017. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2015-2017, there were 313 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 221 alcohol related crashes in Newton County, ranking 15th in the state. For the same period, the City of Joplin recorded 122 alcohol related crashes, ranking 14th in the state. In 2017, the City of Joplin recorded 52 alcohol related crashes.

In the city of Joplin, we have seen an increase in DWI related crashes over the past 2 years. While we have always worked hard at DWI enforcement, impaired fatalities increased in 2017 from none in 2015 and 2016 to 6 in 2017. Our grant funded DWI unit leads the state in arrests every year and has been proven to be a great success.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

- Arrest Impaired Drivers
- Educate the public on the danger of impaired driving.
- Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
- Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving.

PROJECT DESCRIPTION

Two Full time officers will primarily cover 7 days per week focusing on stopping, arresting and charging drivers who are impaired by drugs and alcohol. These Officers will stay up to date on changing campaigns and laws regarding impaired driving and will teach other officers better ways to detect and process impairment for a court conviction . They will reach out to the community and provide innovative ways to educate the public about the dangers of drunk or drugged driving.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	

Our staffing levels dropped to critical levels mid 2018 to current. Currently, we have 16 officers hired and in training will all of them expected to periodically be released to duty between May 2019 and January 2020.

12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Our staffing levels dropped to critical levels mid 2018 to current. Currently, we have 16 officers hired and in training will all of them expected to periodically be released to duty between May 2019 and January 2020. This has largely affected our ability to schedule overtime. We believe we have taken steps to correct this, although it will take time to implement.
Secondly, the loss of DWI checkpoints had affected our ability to schedule large events that spend a portion of those funds.

15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	422
19	Total number of speeding violations written by your agency.	743
20	Total number of HMV violations written by your agency.	4022
21	Total number of child safety/booster seat violations written by your agency.	10
22	Total number of safety belt violations written by your agency.	331
23	Total number of sobriety checkpoints hosted.	0
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5472
25	Total number of traffic crashes resulting in a fatality.	24
26	Total number of traffic crashes resulting in a serious injury.	96
27	Total number of speed-related traffic crashes.	265
28	Total number of speed-related traffic crashes resulting in a fatality.	3
29	Total number of speed-related traffic crashes resulting in a serious injury.	11
30	Total number of alcohol-related traffic crashes.	127
31	Total number of alcohol-related traffic crashes resulting in a fatality.	13
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	7
33	Total number of unbuckled fatalities.	17
34	Total number of unbuckled serious injuries.	22
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

Primary enforcement locations will include the highways and roadways within the City of Joplin. High crash locations will be reviewed periodically to ensure resources are being directed to the problem. These high traffic and crash roadways are not limited to the following:

Range Line Road, I-44, I-49, MO-249, Route FF, MO 66, Route TT, MO 43, MO 86, 4th, 15th, 20th, 26th Streets, Connecticut, Indiana, Maiden Lane, Schifferdecker Avenues and all other high crash roadways.

The traffic unit will utilize the JAMAR traffic recorder provided by HSO in 2019 to determine enforcement factors regarding speed compliance on many roadways and direct resources as needed.

DWI and Traffic Officers will work and assign other officers from within the agency to work traffic enforcement overtime during peak times to lower crashes through relentless enforcement and education. The traffic Sergeant will frequently review crash data and keep DWI and traffic officers aware of locations seeing higher traffic crashes and volumes, along with complaints.

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

45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months per year with special attention to statewide and national traffic enforcement campaigns. The bulk of the enforcement will take place in the spring and summer when more drivers are out.

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

Enforcement will take place 7 days per week, all year. Additional enforcement will take place on holiday weekends and during times when increased travel is expected.

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

The bulk of the DWI Full time unit enforcement will take place between the hours of 5:00 P.M. - 3:00 A.M. General DWI enforcement events will primarily take place between 4:00 P.M. - 4:00 A.M., when most impaired driving crashes occur.

These times don't limit enforcement in other times per day as needs, but encompass the bulk of enforcement times.

48 Enter the number of officers assigned during the enforcement period. 106

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

- BA Simulators, will keep our breath instruments in operational order and meet court standards to prosecute offenders.

- Mouth Pieces, will allow BA Instruments to be used.

- Replacement DWI Vehicle

PROJECT EVALUATION

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

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

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

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

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

CITY OF JOPLIN, MISSOURI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR FISCAL YEAR ENDED OCTOBER 31, 2017

PROGRAM

U.S. DEPARMENT OF AGRICULTURE:
PASSED THROUGH MISSOURI DEPT OF HEALTH: SPECIAL SUPPLEMENTAL FOOD NUTRITION FOR WOMEN, INFANTS, AND CHILDREN:

GRANT
NUMBER

FEDERAL EXPENDITURES

AMOUNTS PAID TO SUBRECIPIENTS

WICPROGRAM 10.557 3M0700704-2017 531.400
WICPROGRAM 10.557 3M0700704-201B 20,441
PEER COUNSELING PROJECT 10.557 3M0700B04-2016 24,874
PEER COUNSELING PROJECT 10.557 3M0700704-2016 2,000
PEER COUNSELING PROJECT 10.557 3M0700704-2017 28,119
PEER COUNSELING PROJECT 10.557 3M0700804-2017 2,178

SUMMER FOOD SERVICE PROGRAM

TOTAL U.S. DEPARTMENT OF AGRICULTURE

10.559 3M0300305-2017

""
609.457

U.S.DEPARTMENT OF COMMERCE: DIRECT PROGRAMS:
EDA LIBRARY CONSTRUCTION GRANT

TOTAL U.S. DEPARTMENT OF COMMERCE

U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: CDBG ENTITLEMENT GRANT CLUSTER:
DIRECT PROGRAMS:

11.307

05-79-05345

8,522.813

8,522,813

2012 PROJECT 14.218 B-12-MC-29-0008 2.386
2014 PROJECT 14.218 B-14-MC-29-0008 3.483 2,753
2()15 PROJECT 14,218 B-15-MC-29-0008 131,795 2,500
2016 PROJECT 14.218 B-16-MC-29-0008 273.869 25,789
CDBG DISASTER RECOVERY-2012 14.218 B-12-MT-29-0001 5,907,939 317,028
CDBG DISASTER RECOVERY-2013 14.218 B-13-MS-29-0001 30.109,900 6.624,049
TOTAL CDBG ENTITLEMENT GRANT CLUSTER DIRECT PROGRAMS 36,429,372 6,972.119

DIRECT PROGRAMS:
HOME CONSORTIUM - 2014 14.239 2014 M-14-0C-29-0209 122.783 112,346
HOME CONSORTIUM - 2015 14.239 2015 M-15-0C-29-0209 117.446 82,005

HOME CONSORTIUM - 2016

TOTALDIRECTPROGRAMS

PASSED THROUGH THE MO DEPT OF ECONOMIC DEVELOPMENT: NEIGHBORHOOD STABILIZATION GRANT

TOTAL PASSED THROUGH THE MO DEPT OF ECON DVLP

TOTAL U.S. DE.PARTMENT OF HOUSING & URBAN DEVELOPMENT

14.239 2016 M-16-DC-29-0209

14228 2ooe..0N-10

1,630

241,859 194,351

18,661

18,661

36,669,892 7,166,470

U.S. DEPARTMENT OF INTERIOR
PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES HISTORIC PRESERVATION

TOTAL U.S. DEPARTMENT OF INTERIOR

15.904

29--15-131224-002

30.000

30,000

U.S.DEPARTMENT OF JUSTICE: DIRECT PROGRAMS:
ATF OVERTIME

'B"ULLETPROOF VEST PROGRAM BULLETPROOF VEST PROGRAM
JUSTICE ADMINISTRATION GRANT JUSTICE ADMINISTRATION GRANT

16,012
16.606 2017
16.606 2018
16.607 2015-BUSX-15078668
16,607 2016-BUBX-16082584
16.738 2014-DJ-BX-1136
16.738 2015-0J-SX-0780

15,207
6,249
3,800
4,574
4,817
2.'4"70'

JUSTICE ADMINISTRATION GRANT

16,738 2016-DJ-BX-0991

21,046

11,635

MENTAL HEALTH COLLABORATIVE

TOTALDIRECTPROGRAMS

PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

16.745 2014-MO-BX-0015

70,956

129,613 11.635

MULTI-JURISDICTION CYBER CRIME 16.803 2017-SCCG-004 150,874 82,237
MULTI-JURISDICTION CYBER CRIME 16,803 2018-SCCG-003 123,644 70,349
TOTAL PASSED THROUGH THE MISSOURI DE.PT OF PUBLIC SAFE.TY 274,518 152.586
MO - INTERNET CRIMES AGAINST CHILDREN GRANT 16.800 2014-MC-FX-K043 17,248 2,579
TOTAL PASSED THROUGH THE CITY OF GLENDALE, MISSOURI 17,248 2.579
TOTAL U.S. DEPARTMENT OF JUSTICE. 421.379 166,600
U.S.DEPARTMENT OF TRANSPORTATION:
DIRECT PROGRAMS:
AIRPORT IMPROVEMENT PROGRAM:
AIRPORTTAXIWAYB 20.106 3-29-0037-037-2016 4.811.276
ZONING AND PLANNING MPO 20,505 M0810008 206,267

TOTAL DIRECT PROGRAMS 5,017,543

PROGRAM PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION:

GRANT
NUMBER

FEDERAL AMOUNTS PAID EXPENDJTURES TO SUBRECIPIENTS

FHWA-MSSU TRAIL 20.205 STP-3201(705) 5,686
HAZARDOUS MOVING VIOLATION 20,600 17-PT-02-123 6,717
DWI OFFICER GRANT 20.601 17-154-AL-035 54.021
DWI OFFICER GRANT 20.601 18-MSHVE-03--012 7,513
DWI ENFORCEMENT 20.607 17-154-AL-034 4,359

TOTAL PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION 78,296

FEDERAL TRANSIT CLUSTER:
DIRECT PROGRAMS:
CAPITAL ASSISTANCE 20.507 M0900297 126.623
PLANNING ASSISTANCE 20,507 M0902309 36,8B5
PLANNING ASSISTANCE 20.507 M090X314-12-01 18,859
OPERATING ASSISTANCE 20507 M090X314 12.05 400.720
BUS & aus FACILITES PROGRAM 20.526 M0-34-0009 146,552
TOTAL FEDERAL TRANSIT CLUSTER 729,639

TOTAL U.S. DEPARTMENT OF TRANSPORTATION 5,825,478

NATIONAL ENDOWMENT FOR THE HUMANITIES
PASSED THROUGH MISSOURI STATE LIBRARY:
SUMMER LIBRARY PROGRAM 45,310 2016·LFL5-SLPC5CN5-8206 14,880
SHOW ME STEPS 45.310 LS-00--17-0026-17 1,116
RACING TO READ 45.310 2016-LFL5-RTRC5CN5-796B 6.557
WEBSITE 45.310 2016-LBE6-TL016CN6-6320 1,510
LIBRARY SERVICE GRANT 45.310 LS-00--17-0026-17 1,176
TEEN MAKERSPACE 45.310 LS-00-17-0026-17 2.5B9
SPOTLIGHT ON LITERACY 45,310 LS-00--17-0026-17 3,500
TECHNOLOGY MINI-GRANT 45.310 2016·LBE6-TLD16CN6-8320 3,354
TOTAL NAnONAL ENDOWMENT FOR THE HUMANITIES 34,662

U.S. ENVIRONMENTAL PROTECTION AGENCY:
DIRECT PROGRAMS:
EPA GRANT-LEAD REMEDIATION 66.802 V-97733301 27.276

TOTAL DIRECT PROGRAMS 27,276

PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES: CLEAN WATER STATE REVOLVING FUND-DIRECT LOAN PROGRAM 2014

66.458

C29554B-03

100,053

TOTAL PASSED THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TOTAL U.S. ENVIRONMENTAL PROTECTION AGENCY

100.053

127,329

U.S. DEPARTMENT OF HEALTH ANO HUMAN SERVICES;
PASSED THROUGH MISSOURI DEPARTMENT OF HEALTH:
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 5NU90TP0005J1-05 23,914
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 1NU90TP921896-01 13,564
COUNTY HEALTH PREPAREDNESS 93.069 E0205-6008 55,516
TB CONTROL PROGRAM
CHILD CARE SANITATION INSPECTION 93.116
93,575
ERS2220--17051 3,'6"70'
CORE FUNCTION 93.767 AOC163B0032 65,136

CORE FUNCTION 93.767 26,355
MEDICAID. TITLE XIX 93,778 GMDM6455-R001 11,149
MATERNAL & CHILO HEALTH BLOCK GRANT 93.944 1B04MC30623-01 28,832
MATERNAL & CHILD HEALTH BLOCK GRANT 93.944 1B04MC31498•01 3.688

TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 232,108

U.S. DEPARTMENT OF HOMELAND SECURITY:
DIRECT PROGRAMS:
TSA AIRPORT SECURITY 97,042 HSTS0213HSLR728 2,305
TSA AIRPORT SECURITY 97 .042 HSTS0217HSLR453 24,345
FIRE ASSISTANCE 97.044 EMW-2016-F0-03909 20,959
FIRE ASSISTANCE 97.044 EMW-2015-F0-03675 76,290

TOTAL DIRECT PROGRAMS 123.899 PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

TOTAL PASSED THROUGH MO DEPT OF PUBLIC SAFETY TOTAL U.S. DE:PARTMENT OF HOME/AND SECURITY

TOTAL EXPENDITURES OF FEDERAL AWARDS

65.472

189,371

52,682.489 7,333.270

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	BA Simulators	Mouthpieces for PBT and BA Instruments	1,000	$0.27	$270.00	$0.00	**$270.00**
	BA Simulators	Dry Gas / Simulators	2	$185.00	$370.00	$0.00	**$370.00**
	Vehicle	Replace 1 of 2 DWI Full time unit vehicles	1	$40,000.00	$40,000.00	$0.00	**$40,000.00**
					$40,640.00	**$0.00**	**$40,640.00**
Personnel							
	Salary and Fringe	2 DWI Full Time Unit Salary and fringe benefits	1	$118,056.00	$118,056.00	$59,028.00	**$59,028.00**
	Overtime and Fringe	DWI Full time unit overtime	1	$14,000.00	$14,000.00	$7,000.00	**$7,000.00**
					$132,056.00	**$66,028.00**	**$66,028.00**
				Total Contract	**$172,696.00**	**$66,028.00**	**$106,668.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-607 – approving a grant with MoDOT in the amount of $106,668.

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2019-607 Ordinance; MoDOT Full-Time DWI Grant

REVIEWED BY
Dept. Head: Matt Stewart; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a grant with MoDOT to fund 50% of the salary, fringe, and the overtime of two police officer positions. This grant also covers 100% of funding to replace mouthpieces for our PBT and Breath Alcohol Instruments as well as for the replacement of one (1) of the DWI Vehicles.

BACKGROUND
Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

FUNDING SOURCE
This grant will cover 50% of the salary, fringe, and the overtime of two police officer positions. This grant will also cover 100% of funding to replace mouthpieces for our PBT and Breath Alcohol Instruments as well as for the replacement of one (1) of the DWI vehicles.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with public peace and safety, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

Council Bill No. 2019-607 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Six Thousand, Six Hundred, Sixty-Eight Dollars ($106,668); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received this grant in the amount of $106,668 from the Missouri Department of Transportation;

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

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

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of One Hundred Six Thousand, Six Hundred, Sixty-Eight Dollars ($106,668), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols, to include fringe benefits, equipment for DWI enforcement and a replacement vehicle, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2019, by a vote of _____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

Council Bill No. 2019-608 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Thirteen Thousand Five Hundred Dollars ($13,500); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received this grant in the amount of $13,500.00 from the Missouri Department of Transportation;

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

WHEREAS, This allows for the enforcement of reducing crashes involving Hazardous Moving Violations.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Thirteen Thousand Five Hundred Dollars ($13,500), providing HMV Overtime to include fringe benefits, and DWI Enforcement Patrols, to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2019, by a vote of _____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

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

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

(Application due by March 01, 2019)

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

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

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

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

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

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV / Fund Officer Overtime **Requested Amount:** $13,500.00

Brief Description: HMV Officer Overtime

Matt Stewart
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

The Joplin Police Department investigated 5,472 traffic crashes in the city limits from 2015-2017. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 5,472 crashes, 96 resulted in a serious physical injury, and another 24 resulted in a fatality.
Of the 96 crashes that resulted in a serious injury or a fatality, 11 had excessive speed as a contributing factor.
Additionally, in 2018 the Joplin Police Department issued 4,022 citations for hazardous moving violations. Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, and traffic signal violations.
The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2015 through 2017, Jasper County responded to 744 speed related crashes and ranked 15th in the state. Newton County worked 527 and ranked 21st in crashes where speed was a factor. Between the years 2015 and 2017 the Joplin Police Department worked 265 speed related crashes and was ranked 28th in the state.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

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

PROJECT DESCRIPTION

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

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

The Traffic Supervisors will compare crash rates to enforcement and create and direct resources to those area to respond to the crashes. They will also use previous data to deploy enforcement in areas projected to have crash volumes.

Officers will be highly visible in high crash and violation areas to prevent crashes. Social media will be used to inform the public of these efforts.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to STARS?	Yes
5	Does your agency report UCR information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
7	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9	If NO, please explain.	
10	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11	If YES, please explain.	

Last year we lost 25 officers. We have struggled to spend money on overtime in that time, however our commitment to the goal of roadway safety has stood firm. Over the past few months we have hired about 15 officers, and manpower is on its way back up.

12	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13	If YES, please explain.	
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Last year we lost 20 officers. We have struggled to spend money on overtime in that time, however our commitment to the goal of roadway safety has stood firm. Over the past few months we have hired about 15 officers, and manpower is on its way back up.

15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.	
18	Total number of DWI violations written by your agency.	422
19	Total number of speeding violations written by your agency.	743
20	Total number of HMV violations written by your agency.	4022
21	Total number of child safety/booster seat violations written by your agency.	10
22	Total number of safety belt violations written by your agency.	331
23	Total number of sobriety checkpoints hosted.	0
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5472
25	Total number of traffic crashes resulting in a fatality.	24
26	Total number of traffic crashes resulting in a serious injury.	96
27	Total number of speed-related traffic crashes.	265
28	Total number of speed-related traffic crashes resulting in a fatality.	3
29	Total number of speed-related traffic crashes resulting in a serious injury.	11
30	Total number of alcohol-related traffic crashes.	127
31	Total number of alcohol-related traffic crashes resulting in a fatality.	13
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	7
33	Total number of unbuckled fatalities.	17
34	Total number of unbuckled serious injuries.	22
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 60

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 44

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 5

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

43 Identify primary enforcement locations.

High Crash areas are always primary. Numbers are regularly reviewed to determine enforcement areas. These areas are not limited to but include:
Range Line Road, Zora, 7th, 15th, 20th, 32nd, I-44, I-49, MO 249, Schifferdecker, Connecticut, Maiden Lane, and Main Streets.

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

45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months per year. Extra enforcement will take place on campaign dates.

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

Enforcement will take place 7 days per week, with Thursday and Friday being the high crash days.

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

Primary times of enforcement will take place between the hours of 7a.m. and 11 p.m unless a special event is taking place that brings extra traffic to town in a given time period.

48 Enter the number of officers assigned during the enforcement period. 106

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

High visibility traffic vests and gear. Last year, some officers were outfitted with reflective vests for enforcement in high traffic areas. We would like to outfit more officers with better safety gear so they can be seen while in the roads conducting driver education and enforcement.

PROJECT EVALUATION

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

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

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

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

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

CITY OF JOPLIN, MISSOURI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR FISCAL YEAR ENDED OCTOBER 31, 2017

PROGRAM

U.S. DEPARMENT OF AGRICULTURE:
PASSED THROUGH MISSOURI DEPT OF HEALTH: SPECIAL SUPPLEMENTAL FOOD NUTRITION FOR WOMEN, INFANTS, AND CHILDREN:

GRANT
NUMBER

FEDERAL EXPENDITURES

AMOUNTS PAID TO SUBRECIPIENTS

WICPROGRAM 10.557 3M0700704-2017 531.400
WICPROGRAM 10.557 3M0700704-201B 20,441
PEER COUNSELING PROJECT 10.557 3M0700B04-2016 24,874
PEER COUNSELING PROJECT 10.557 3M0700704-2016 2,000
PEER COUNSELING PROJECT 10.557 3M0700704-2017 28,119
PEER COUNSELING PROJECT 10.557 3M0700804-2017 2,178

SUMMER FOOD SERVICE PROGRAM

TOTAL U.S. DEPARTMENT OF AGRICULTURE

10.559 3M0300305-2017

""
609.457

U.S.DEPARTMENT OF COMMERCE: DIRECT PROGRAMS:
EDA LIBRARY CONSTRUCTION GRANT

TOTAL U.S. DEPARTMENT OF COMMERCE

U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: CDBG ENTITLEMENT GRANT CLUSTER:
DIRECT PROGRAMS:

11.307

05-79-05345

8,522.813

8,522,813

2012 PROJECT 14.218 B-12-MC-29-0008 2.386
2014 PROJECT 14.218 B-14-MC-29-0008 3.483 2,753
2()15 PROJECT 14,218 B-15-MC-29-0008 131,795 2,500
2016 PROJECT 14.218 B-16-MC-29-0008 273.869 25,789
CDBG DISASTER RECOVERY-2012 14.218 B-12-MT-29-0001 5,907,939 317,028
CDBG DISASTER RECOVERY-2013 14.218 B-13-MS-29-0001 30.109,900 6.624,049
TOTAL CDBG ENTITLEMENT GRANT CLUSTER DIRECT PROGRAMS 36,429,372 6,972.119

DIRECT PROGRAMS:
HOME CONSORTIUM - 2014 14.239 2014 M-14-0C-29-0209 122.783 112,346
HOME CONSORTIUM - 2015 14.239 2015 M-15-0C-29-0209 117.446 82,005

HOME CONSORTIUM - 2016

TOTALDIRECTPROGRAMS

PASSED THROUGH THE MO DEPT OF ECONOMIC DEVELOPMENT: NEIGHBORHOOD STABILIZATION GRANT

TOTAL PASSED THROUGH THE MO DEPT OF ECON DVLP

TOTAL U.S. DE.PARTMENT OF HOUSING & URBAN DEVELOPMENT

14.239 2016 M-16-DC-29-0209

14228 2ooe..0N-10

1,630

241,859 194,351

18,661

18,661

36,669,892 7,166,470

U.S. DEPARTMENT OF INTERIOR
PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES HISTORIC PRESERVATION

TOTAL U.S. DEPARTMENT OF INTERIOR

15.904

29--15-131224-002

30.000

30,000

U.S.DEPARTMENT OF JUSTICE: DIRECT PROGRAMS:
ATF OVERTIME

'B"ULLETPROOF VEST PROGRAM BULLETPROOF VEST PROGRAM
JUSTICE ADMINISTRATION GRANT JUSTICE ADMINISTRATION GRANT

16,012
16.606 2017
16.606 2018
16.607 2015-BUSX-15078668
16,607 2016-BUBX-16082584
16.738 2014-DJ-BX-1136
16.738 2015-0J-SX-0780

15,207
6,249
3,800
4,574
4,817
2.'4"70'

JUSTICE ADMINISTRATION GRANT

16,738 2016-DJ-BX-0991

21,046

11,635

MENTAL HEALTH COLLABORATIVE

TOTALDIRECTPROGRAMS

PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

16.745 2014-MO-BX-0015

70,956

129,613 11.635

MULTI-JURISDICTION CYBER CRIME 16.803 2017-SCCG-004 150,874 82,237
MULTI-JURISDICTION CYBER CRIME 16,803 2018-SCCG-003 123,644 70,349
TOTAL PASSED THROUGH THE MISSOURI DE.PT OF PUBLIC SAFE.TY 274,518 152.586
MO - INTERNET CRIMES AGAINST CHILDREN GRANT 16.800 2014-MC-FX-K043 17,248 2,579
TOTAL PASSED THROUGH THE CITY OF GLENDALE, MISSOURI 17,248 2.579
TOTAL U.S. DEPARTMENT OF JUSTICE. 421.379 166,600
U.S.DEPARTMENT OF TRANSPORTATION:
DIRECT PROGRAMS:
AIRPORT IMPROVEMENT PROGRAM:
AIRPORTTAXIWAYB 20.106 3-29-0037-037-2016 4.811.276
ZONING AND PLANNING MPO 20,505 M0810008 206,267

TOTAL DIRECT PROGRAMS 5,017,543

PROGRAM PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION:

GRANT
NUMBER

FEDERAL AMOUNTS PAID EXPENDJTURES TO SUBRECIPIENTS

FHWA-MSSU TRAIL 20.205 STP-3201(705) 5,686
HAZARDOUS MOVING VIOLATION 20,600 17-PT-02-123 6,717
DWI OFFICER GRANT 20.601 17-154-AL-035 54.021
DWI OFFICER GRANT 20.601 18-MSHVE-03--012 7,513
DWI ENFORCEMENT 20.607 17-154-AL-034 4,359

TOTAL PASSED THROUGH THE MISSOURI DEPT OF TRANSPORTATION 78,296

FEDERAL TRANSIT CLUSTER:
DIRECT PROGRAMS:
CAPITAL ASSISTANCE 20.507 M0900297 126.623
PLANNING ASSISTANCE 20,507 M0902309 36,8B5
PLANNING ASSISTANCE 20.507 M090X314-12-01 18,859
OPERATING ASSISTANCE 20507 M090X314 12.05 400.720
BUS & aus FACILITES PROGRAM 20.526 M0-34-0009 146,552
TOTAL FEDERAL TRANSIT CLUSTER 729,639

TOTAL U.S. DEPARTMENT OF TRANSPORTATION 5,825,478

NATIONAL ENDOWMENT FOR THE HUMANITIES
PASSED THROUGH MISSOURI STATE LIBRARY:
SUMMER LIBRARY PROGRAM 45,310 2016·LFL5-SLPC5CN5-8206 14,880
SHOW ME STEPS 45.310 LS-00--17-0026-17 1,116
RACING TO READ 45.310 2016-LFL5-RTRC5CN5-796B 6.557
WEBSITE 45.310 2016-LBE6-TL016CN6-6320 1,510
LIBRARY SERVICE GRANT 45.310 LS-00--17-0026-17 1,176
TEEN MAKERSPACE 45.310 LS-00-17-0026-17 2.5B9
SPOTLIGHT ON LITERACY 45,310 LS-00--17-0026-17 3,500
TECHNOLOGY MINI-GRANT 45.310 2016·LBE6-TLD16CN6-8320 3,354
TOTAL NAnONAL ENDOWMENT FOR THE HUMANITIES 34,662

U.S. ENVIRONMENTAL PROTECTION AGENCY:
DIRECT PROGRAMS:
EPA GRANT-LEAD REMEDIATION 66.802 V-97733301 27.276

TOTAL DIRECT PROGRAMS 27,276

PASSED THROUGH MISSOURI DEPARTMENT OF NATURAL RESOURCES: CLEAN WATER STATE REVOLVING FUND-DIRECT LOAN PROGRAM 2014

66.458

C29554B-03

100,053

TOTAL PASSED THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TOTAL U.S. ENVIRONMENTAL PROTECTION AGENCY

100.053

127,329

U.S. DEPARTMENT OF HEALTH ANO HUMAN SERVICES;
PASSED THROUGH MISSOURI DEPARTMENT OF HEALTH:
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 5NU90TP0005J1-05 23,914
REGIONAL PUBLIC HEALTH EMERGENCY PLANNING 93.069 1NU90TP921896-01 13,564
COUNTY HEALTH PREPAREDNESS 93.069 E0205-6008 55,516
TB CONTROL PROGRAM
CHILD CARE SANITATION INSPECTION 93.116
93,575
ERS2220--17051 3,'6"70'
CORE FUNCTION 93.767 AOC163B0032 65,136

CORE FUNCTION 93.767 26,355
MEDICAID. TITLE XIX 93,778 GMDM6455-R001 11,149
MATERNAL & CHILO HEALTH BLOCK GRANT 93.944 1B04MC30623-01 28,832
MATERNAL & CHILD HEALTH BLOCK GRANT 93.944 1B04MC31498•01 3.688

TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 232,108

U.S. DEPARTMENT OF HOMELAND SECURITY:
DIRECT PROGRAMS:
TSA AIRPORT SECURITY 97,042 HSTS0213HSLR728 2,305
TSA AIRPORT SECURITY 97 .042 HSTS0217HSLR453 24,345
FIRE ASSISTANCE 97.044 EMW-2016-F0-03909 20,959
FIRE ASSISTANCE 97.044 EMW-2015-F0-03675 76,290

TOTAL DIRECT PROGRAMS 123.899 PASSED THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY:

TOTAL PASSED THROUGH MO DEPT OF PUBLIC SAFETY TOTAL U.S. DE:PARTMENT OF HOME/AND SECURITY

TOTAL EXPENDITURES OF FEDERAL AWARDS

65.472

189,371

52,682.489 7,333.270

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Other	Reflective Vests / Gear	1	$2,000.00	$2,000.00	$0.00	**$2,000.00**
					$2,000.00	**$0.00**	**$2,000.00**
Personnel							
	Overtime and Fringe	HMV Officer Overtime	1	$10,000.00	$10,000.00	$0.00	**$10,000.00**
					$10,000.00	**$0.00**	**$10,000.00**
Training							
	Professional Development	LETSAC	2	$750.00	$1,500.00	$0.00	**$1,500.00**
					$1,500.00	**$0.00**	**$1,500.00**
				Total Contract	**$13,500.00**	**$0.00**	**$13,500.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-608 – approving a grant with MoDOT in the amount of $13,500.

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2019-608 Ordinance; MoDOT HMV Overtime

REVIEWED BY
Dept. Head: Matt Stewart; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
This Council Bill approves a grant with MoDOT to fund Overtime and fringe benefits of officers working Hazardous Moving Violations Enforcement details. The grant also covers equipment to include reflective vests as well as professional development for two officers to attend the LETSAC Conference.

BACKGROUND
Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

FUNDING SOURCE
This grant will cover 100% of overtime and fringe benefits, reflective vests, and professional development for two officers to attend training. There is no match for this grant.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with public peace and safety, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 356, Building Regulations

MEETING DATE
March 4, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
The City of Joplin updates our Building Codes approximately every six (6) years. Our last update of the codes took place in 2015, at which time the 20012 editions of the International Codes were adopted. At this time, we are proposing to adopt the 2018 editions of the International Codes, and the 2017 edition of the National Electrical Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens.

2018 International Building Code addresses design and installation of building systems with requirements that emphasize performance.

2018 International Residential Code brings uniformity to construction of one and two-family dwellings and townhouses up to three stories.

2018 International Plumbing Code sets minimum standards for fixtures, piping, fittings, and devices, as well as design and installation methods for water supply, sanitary drainage, and storm drainage.

2018 International Mechanical Code comprehensively regulates mechanical systems and equipment including heating, ventilation, air-conditioning, exhaust systems, chimneys and vents, ducts, appliances, boilers, water heaters, refrigeration, hydronic piping, and solar systems.

2018 International Fuel and Gas Code sets standards for fuel gas systems and gas fired appliances using prescriptive and performance related provisions.

2018 International Swimming Pool and Spa Code establishes minimum standards to Provide a reasonable level of safety and protection of health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas.

2017 Edition of the National Electrical Code regulates the installation of fixtures, wiring, panels, etc., and the distribution of electrical power within all structures.

2018 International Existing Building Code is intended to provide alternative approaches to remodeling, repair or alteration of existing buildings. This code allows for options for controlled departure from full compliance with the International Codes dealing with new construction, while maintaining basic levels for fire prevention, structural and life safety features of the rehabilitated building.

BACKGROUND

It is with the adoption of the latest Codes that the Building Department and Fire Department can continue to serve the public's interest in regard to life, health, and safety issues within the buildings constructed and existing in the City of Joplin, and staff requests the Council to approve the adoption of the Codes outlined above, along with appendix sections and various amendments with an effective date of April 8, 2019.

Attached is a draft of the Ordinance to adopt the codes and chapter 26 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

FUNDING SOURCE

N/A

RECOMMENDATION

Approval of the adoption of the 2018 ICC Building Codes and the 2017 National Electrical Code along with appendix sections and amendments with an effective date of April 8, 2019.

ATTACHMENTS

Council Bill No. 2015-362, Council Bill No. 2019-356 (Revised)

COUNCIL BILL NO. 2019-356 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article III Building Code, be repealed, and a new Chapter 26, Buildings and Building Regulations, Article III, Building Code, be enacted to read as follows:

"ARTICLE III BUILDING CODE*

Sec. 26-61. - Building code adopted.

The **2018** Edition of the International Building Code **including Appendix Chapters C, F, G, I, J**, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-62. - Amendments to the International Building Code.

The building code adopted by **section 26-61** of this article is hereby amended, changed, and altered, as follows:

*Section 101.1 is amended by inserting **[City of Joplin, Missouri]***

Section 105.2 - "Building Item **1**" replace 120 square feet with 200 square feet.

Section 105.2 – "Building Item 2" Deleted in its entirety.

Chapter 13 Energy Efficiency is deleted in its entirety.

*Section **1404.11*** is amended by adding the following paragraph:
Material commonly known as "corrugated sheet iron"; "corrugated sheet steel", "strong barn", etc., will not be permitted to be used as an exterior finish on any commercial or residential building. It shall also not be permitted or allowed as roofing material on any type building or structure.

*Section **1608*** of the building code is hereby amended to provide that 30 pounds per square foot, non-reduced snow load be utilized in determining the design snow loads for roofs, in no case, shall the design ***roof*** snow load be less than 30 pounds per square foot.

Section 1612.3 is amended by inserting: **[City of Joplin].**

Section 1612.3 is amended by inserting: [***The most current Effective Flood Insurance Rate Map***].

Section 1809.5 is amended by adding the following paragraphs to the existing section.
The depth of footings for frost protection shall be 30 inches from finish grade to bottom of footing.

Accessory - residential or commercial storage type buildings with approved treated skids or the "portable" type for moving from one location to another, are exempt from the footing requirements if under 200 square feet but shall be required to be anchored or tied down in an approved manner to prevent possible overturning from ***a minimum 90 mph*** wind.

Sec. 26-63. - Penalties.

Notwithstanding any other provision of this article, a person violating any provisions of this article or obstructing its enforcement shall be deemed guilty of a misdemeanor, and upon conviction thereof in municipal court, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-64. – Work by homeowners.

Nothing in this article shall prevent any bona fide home-owner from doing their own work in, or on, their own family residence in which they, or they and their family legally reside, providing that all materials and methods used comply with this article and other applicable codes, that the owner has a permit from the City of Joplin, that they personally, purchases all materials used and personally perform all labor, and that all required inspections are made and a certificate of completion issued by the building official or his designee.

Sec. 26-65. – Work by other than homeowners.

Work on any structure, other than work by bona fide homeowners as defined under section 26-64, shall be performed by permitted, licensed contractors.

Sec. 26-66. - Residential code adopted.

The **2018** Edition of the International Residential Code for One and Two Family Dwellings including Appendix Chapters A, B, C, D, H, I, J, M, N, ***O, P,*** as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic residential building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this article.

Sec. 26-67. - Amendments to the International Residential Code.

The [residential] building code adopted by section 26-66 of this article is hereby amended, changed, and altered, as follows:

Section R101.1 is amended by inserting: [**City of Joplin, *Missouri.***].

Section R104.11 is amended by adding the following paragraph to the existing section:
The alternative method commonly known as "pole barn" or "laminated pole" type structures shall be limited to commercial buildings and accessory buildings only and not for residential dwelling units.

Section R105.2 is amended by deleting item 2 in its entirety.

Section R105.2 is amended by deleting item 5 in its entirety.

Table R301.2 (1) is amended by inserting:

GROUND SNOW LOAD	***30 psf***
WIND SPEED	***90 mph***
TOPOGROPHIC EFFECTS	***NO***
SPEACIAL WIND REGION	***NO***
SEISMIC DESIGN CATEGORY	***A***
WEATHERING	***Severe***
FROST LINE DEPTH	***30 inches***
TERMITE	***Moderate to heavy***
WINTER DESIGN TEMP	***9 degrees***
ICE BARRIER UNDERLAYMENT REQUIRED	***No***
FLOOD HAZARDS	***December 8, 1976*** ***November 2, 2012*** ***FIRM panels, 29097CINDOC0C, 29097C0142E, 29097C0144E, 29097C0161E, 29097C0163E, 29097C0255E, 29097C0256E, 29097C0257E, 29097C0258E, 29097C0259E, 29097C0266E, , 29097C0267E, 29097C0268E, 29097C0269E, 29097C0276E, 29097C0277E, 29097C0278E, 29097C0279E, 29097C0283E, 29097C0284E, 29097C0285E, 29097C0286E, 29097C0287E, 29097C0288E, 29097C0295E***
AIR FREEZING INDEX	***500***
MEAN ANNUAL TEMP	***55 degrees F***

Section R403.1.1 is amended by adding wording: "All footings for residential construction are to be at least 16 inches in width and eight inches in thickness."

R403.1.6 Foundation anchorage. Replace "…anchor bolts spaced a maximum of 6 feet on center" with ***"anchor bolts spaced a maximum of four (4) feet on center".***

Section ***R 404.1.2.1*** Masonry foundation walls is amended to read as follows:

"*R 404.1.2.1* Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall comply with applicable provisions of Sections R606. In **buildings assigned to** Seismic Design Categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and **R606.4.2**. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

Regardless of the height of unbalanced backfill referenced in the tables, every masonry foundation shall have a minimum of one #4 reinforcing bar a maximum of every 4′ on center that is securely anchored in the supporting footing under the wall. The block cells that contain the reinforcing steel and the anchor bolts shall be filled with concrete. If the tables require more than this minimum, then the requirements of the tables shall apply."

Section R802.11 Roof tie-down. is amended to read by adding the following paragraph:

"All trusses and rafters shall be fastened to the supporting wall assembly by mechanical connections capable of providing the resistance required in Table R802.11. In no case shall the connections be made by solely toe-nailing."

Chapter 11 Energy Efficiency is deleted in its entirety and replaced with the Chapter 11 provisions of the 2006 International Residential Code.
Exception: The insulation requirement for floors shall not be required.

Section P3008.1 Backwater Valves is amended to read as follows:

"All plumbing fixtures shall be protected by a backwater valve installed in the building drain."

Section ***E3406.11.1****, Exception* is amended to read:

"Splices shall be permitted within surface-mounted raceways that have removable covers, subject to fill requirements."

Section ***E3608*** shall be amended by adding the following paragraph at the beginning:

"The primary grounding electrode for all new construction shall be a concrete-encased electrode as defined by section ***E 3608.1.2***"

Sec. 26-68. - Mechanical code adopted.

The ***2018*** Edition of the International Mechanical Code including Appendix Chapters A, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and controlling the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-69. - Amendments to the International Mechanical Code.

The mechanical code adopted by section 26-68 of this article is hereby amended, altered, and changed as follows:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 106.5.2 is amended to read as follows:

106.5.2 Fee Schedule: The permit fees for all mechanical work shall be as indicated in section Article IV of Chapter 26 of the Joplin City Code.

Section 106.5.3, Fee Refunds, is deleted.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof, or who shall install mechanical work in violation of an approved plan or directive of the Building Official or his designee or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any mechanical work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-70. – Fuel and Gas Code adopted.

The ***2018*** Edition of the International Fuel Gas Code including Appendix Chapters A, B, C, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and governing fuel gas systems and gas fired appliances in the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this chapter.

Sec. 26-71. - Amendments to the International Fuel and Gas Code.

The Fuel Gas Code adopted by section 26-70 of this article is hereby amended, changed, and altered, as follows:

Section-101.1. Insert: **[City of Joplin].**

Section 106.6.2. Insert: [Fee schedule from Article IV of Chapter 26 of the Joplin City Code].

*Section **106.6.3*** **Fee Refunds, is deleted.**

Section 108.4 is hereby amended to read as follows:

108.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is hereby amended to read as follows:

108.5 Stop work orders: Any person who shall continue any fuel gas work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-72. - Plumbing code adopted.

The ***2018*** Edition of the International Plumbing Code including Appendix Chapters B, D, E, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing plumbing. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-73. - Amendments to the International Plumbing Code.

The plumbing code adopted by section 26-72 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: **[City of Joplin, *Missouri*]**.

Section 106.6.2 is amended to read as follows:

106.6.2 Fee Schedule. The permit fees for all plumbing work shall be as indicated in Article IV of Chapter 26 and 118-235 of the Joplin City Code.

Section 106.6.3, Fee Refunds, ***is deleted***.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any plumbing work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 701.2 is added to read as follows:

701.2 Connection to Sewer Required: See **Section *118-83*,** et seq., of the Joplin City Code pertaining to availability of sanitary sewer.

Section *714* is amended to read as follows:

714.1 Sewage backflow: All plumbing fixtures shall be protected by a backwater valve installed in the building drain.

*Section **903.1*** is amended by inserting: [12 inches].

Sec. 26-74. Electrical code adopted.

The **2017** Edition of the National Electrical Code for electrical wiring and apparatus as recommended by the National Fire Protection Association, as supplemented or amended, is hereby adopted and made a part hereof by reference. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-75. – Reserved.

Sec. 26-76. Soil Testing for lead and cadmium prior to building permit issuance in designated areas.

In areas of the city designated as potentially contaminated with soil lead or cadmium, no building permit shall be Issued pursuant to this chapter on any property to be used for a residential dwelling or dwelling unit, child Occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas Such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 parts per million (ppm) lead and less than 75 (ppm) cadmium.

In the area of the city designated as the expedited debris removal (EDR) area, no building permit shall be issued for any property to be used for a residential dwelling or dwelling unit, child occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 ppm lead and 75 ppm cadmium if such property is more than 50 percent of the value of the structure at the time of destruction or if additions to any structure are going to be made that require soil excavation.

In the event testing indicates 400 ppm lead or more, or 75 ppm cadmium or more, no building permit shall be issued on such property until such time as a remediation plan approved by the Jasper County Health Department has been completed and a certificate of approval has been issued for the property.

Failure to comply with any provisions of this section or the provisions of the Jasper County Health Department Shall be punishable as provided in section 1-5 of the Code of Ordinances of the City of Joplin. Further, no occupancy permit for affected property may be issued if a violation of this section is in place.

Sec. 26-77. – Swimming Pool Code Adopted

The 2018 Edition of the International Swimming Pool and Spa Code as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing swimming pools and spas. A copy of said code as supplemented or amended has been and now is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-78. - Amendments to the International Swimming Pool and Spa Code.

The swimming pool and spa code adopted by section 26-77 of this article is hereby amended, altered, and changed in the following respects:

***Section 101.1* is amended by inserting: [City of Joplin, *Missouri*].**

***Section 101.5* is added by adding the following paragraph:**

Locations. Private swimming pools shall not encroach on any front or side yard required by the basic code, abridged code or the governing zoning law, except by specific rules of the community in which it may be located. No wall of a swimming pool shall be located less than three feet from any rear or side property line, *12 feet from any primary or accessory structure,* or ten feet from any street property line, except by specific rules of the community in which it may be located.

***Section 105.6.2* is amended to read as follows:**

***105.6.2* Fee Schedule. The permit fees for all swimming pools and spas shall be as indicated in Article IV of Chapter 26 of the Joplin City Code.**

***Section 105.6.3,* Fee Refunds, *is deleted*.**

***Section 107.4* is amended to read as follows:**

***107.4* Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install swimming pool or spa work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.**

***Section 107.5* is amended to read as follows:**

***107.5* Stop Work Orders: Any person who shall continue any work on or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.**

Section 301.2 Consult the current operational pool ordinance for lifeguard requirements and other considerations. (residential pools excluded)

Section 307.1.2 is amended as follows:

307.1.2 Colors and finishes. The colors, patterns, or finishes of the pools and spa interiors shall

Be white or light pastel in color such that from the pool deck a bather is visible on the pool floor.

The finish shall be at least 6.5 on the Munsell color value scale. Exceptions shall be made for the

following:

1. **Residential pools and spa's**
2. **Competitive lane markings**
3. **Dedicated competitive diving well floors**
4. **Step or bench edge markings**
5. **Pools shallower than 24 inches (61.0 cm)**
6. **Water line tiles**
7. **Wave pool and surf pool depth change indicator tiles**
8. **Depth markings and lines**
9. **Other approved designs**

Section 307.1.5 is amended as follows:

307.1.5 Floor transition line. For pools, other than residential pools and spas, deeper than 5 feet (1.5 m), a line of contrasting color, not less than 2 inches (5.1 cm) and not more than 6 inches (15.2 cm) in width, shall be clearly and permanently installed on the pool floor at the shallow side of the break in the floor slope, and extend up the pool walls to the waterline.

Sec.409.5 Shallow-to-deep-end rope and float line. Where a pool has a water depth ranging from less than 5 feet to greater than 5 feet, a rope and float line shall be located 1 foot horizontally from the 5- foot depth location, toward the shallow end of the pool.

Sec 26-79- Existing Building Code Adopted

The **2018** Edition of the International Existing Building Code including appendix B as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing energy conservation requirements. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-80. – Amendments to the Existing Building Code

The Existing building code adopted by section 26-79 of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting [**City of Joplin, Missouri**]

Section 113.4 is hereby amended to read as follows:

113.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Secs. 26-81 – 26-90. Reserved.

Section 2. This ordinance shall become effective April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2015-362 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article III Building Code, be repealed, and a new Chapter 26, Buildings and Building Regulations, Article III, Building Code, be enacted to read as follows:

"ARTICLE III BUILDING CODE*

Sec. 26-61. - Building code adopted.

The ~~2012~~ **2018** Edition of the International Building Code **including Appendix Chapters C, F, G, I, J**, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. ~~Not less than three copies~~ **A copy** of said code as supplemented or amended, duly certified, ~~have~~ **has** been and now ~~are~~ **is** filed in the office of the city clerk.

Sec. 26-62. - Amendments to the International Building Code.

The building code adopted by **section 26-61** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting ***[City of Joplin, Missouri]***

Section 105.2 - "Building Item ~~2~~ **1**" replace 120 square feet with 200 square feet.

Section 105.2 – "Building Item 2" Deleted in its entirety.

Chapter 13 Energy Efficiency is deleted in its entirety.

Section ~~1405.10~~ 1404.11 is amended by adding the following paragraph:
Material commonly known as "corrugated sheet iron"; "corrugated sheet steel", "strong barn", etc., will not be permitted to be used as an exterior finish on any commercial or residential building. It shall also not be permitted or allowed as roofing material on any type building or structure.

Section ***1608*** of the building code is hereby amended to provide that 30 pounds per square foot, non-reduced snow load be utilized in determining the design snow loads for roofs, in no case, shall the design ***roof*** snow load be less than 30 pounds per square foot.

Section 1612.3 is amended by inserting: **[City of Joplin].**

Section 1612.3 is amended by inserting: [***The most current Effective Flood Insurance Rate Map***].

Section ***1809.5*** is amended by adding the following paragraphs to the existing section.
The depth of footings for frost protection shall be 30 inches from finish grade to bottom of footing.

Accessory - residential or commercial storage type buildings with approved treated skids or the "portable" type for moving from one location to another, are exempt from the footing requirements if under 200 square feet, but shall be required to be anchored or tied down in an approved manner to prevent possible overturning from ***a minimum 90 mph*** wind.

Sec. 26-63. - Penalties.

Notwithstanding any other provision of this article, a person violating any provisions of this article or obstructing its enforcement shall be deemed guilty of a misdemeanor, and upon conviction thereof in municipal court, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-64. – Work by homeowners.

Nothing in this article shall prevent any bona fide home-owner from doing their own work in, or on, their own family residence in which they, or they and their family legally reside, providing that all materials and methods used comply with this article and other applicable codes, that the owner has a permit from the City of Joplin, that they personally, purchases all materials used and personally perform all labor, and that all required inspections are made and a certificate of completion issued by the building official or his designee.

Sec. 26-65. – Work by other than homeowners.

Work on any structure, other than work by bona fide homeowners as defined under section 26-64, shall be performed by permitted, licensed contractors.

Sec. 26-66. - Residential code adopted.

The ~~**2012**~~ 2018 Edition of the International Residential Code for One and Two Family Dwellings including Appendix Chapters A, B, C, D, ~~G,~~ H, I, J, M, N, ***O, P,*** ~~Q,~~ as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic residential building code of the city. ~~Not less than three copies~~ A copy of said code as supplemented or amended, duly certified, ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this article.

Sec. 26-67. - Amendments to the International Residential Code.

The [residential] building code adopted by section 26-66 of this article is hereby amended, changed, and altered, as follows:

Section R101.1 is amended by inserting: [**City of Joplin, *Missouri.***].

Section R104.11 is amended by adding the following paragraph to the existing section:
The alternative method commonly known as "pole barn" or "laminated pole" type structures shall be limited to commercial buildings and accessory buildings only and not for residential dwelling units.

Section R105.2 is amended by deleting item 2 in its entirety.

Section R105.2 is amended by deleting item 5 in its entirety.

Table R301.2 (1) is amended by inserting:

GROUND SNOW LOAD	***30 psf***
WIND SPEED	***90 mph***
TOPOGROPHIC EFFECTS	***NO***
SPEACIAL WIND REGION	***NO***
SEISMIC DESIGN CATEGORY	***A***
WEATHERING	***Severe***
FROST LINE DEPTH	***30 inches***
TERMITE	***Moderate to heavy***
WINTER DESIGN TEMP	***9 degrees***
ICE BARRIER UNDERLAYMENT REQUIRED	***No***
FLOOD HAZARDS	***December 8, 1976***
	November 2, 2012 ***FIRM panels, 29097CINDOC0C, 29097C0142E, 29097C0144E, 29097C0161E, 29097C0163E, 29097C0255E, 29097C0256E, 29097C0257E, 29097C0258E, 29097C0259E, 29097C0266E, , 29097C0267E, 29097C0268E, 29097C0269E, 29097C0276E, 29097C0277E, 29097C0278E, 29097C0279E, 29097C0283E, 29097C0284E, 29097C0285E, 29097C0286E, 29097C0287E, 29097C0288E, 29097C0295E***
AIR FREEZING INDEX	***500***
MEAN ANNUAL TEMP	***55 degrees F***

Section R403.1.1 is amended by adding wording: "All footings for residential construction are to be at least 16 inches in width and eight inches in thickness."

R403.1.6 Foundation anchorage. Replace "…anchor bolts spaced a maximum of 6 feet on center" with ***"anchor bolts spaced a maximum of four (4) feet on center".***

Section ***R ~~404.1.1.1~~ 404.1.2.1*** Masonry foundation walls is amended to read as follows:

"*R ~~404.1.1.1~~* 404.1.2.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall ~~also~~ comply with ~~the provisions of Section R404 and the~~ applicable provisions of Sections R606~~, R607 and R608~~. In buildings assigned to Seismic Design Categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and R~~607.2.2~~ 606.4.2. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

Regardless of the height of unbalanced backfill referenced in the tables, every masonry foundation shall have a minimum of one #4 reinforcing bar a maximum of every 4′ on center that is securely anchored in the supporting footing under the wall. The block cells that contain the reinforcing steel and the anchor bolts shall be filled with concrete. If the tables require more than this minimum, then the requirements of the tables shall apply."

Section R802.11 Roof tie-down. is amended to read by adding the following paragraph:

"All trusses and rafters shall be fastened to the supporting wall assembly by mechanical connections capable of providing the resistance required in Table R802.11. In no case shall the connections be made by solely toe-nailing."

Chapter 11 Energy Efficiency is deleted in its entirety and replaced with the Chapter 11 provisions of the 2006 International Residential Code.
Exception: The insulation requirement for floors shall not be required.

Section ~~R~~ P3008.1 Backwater Valves is amended to read as follows:
"All plumbing fixtures shall be protected by a backwater valve installed in the building drain."

Section ***E3406.11.1****, Exception* is amended to read:
"Splices shall be permitted within surface-mounted raceways that have removable covers, subject to fill requirements."

Section ***E3608*** shall be amended by adding the following paragraph at the beginning:
"The primary grounding electrode for all new construction shall be a concrete-encased electrode as defined by section ***E 3608.1.2***"

Sec. 26-68. - Mechanical code adopted.

The ***~~2012~~*** 2018 Edition of the International Mechanical Code including Appendix Chapters A, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and controlling the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-69. - Amendments to the International Mechanical Code.

The mechanical code adopted by section 26-68 of this article is hereby amended, altered, and changed as follows:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 106.5.2 is amended to read as follows:
106.5.2 Fee Schedule: The permit fees for all mechanical work shall be as indicated in section Article IV of Chapter 26 of the Joplin City Code.

Section 106.5.3, Fee Refunds, is deleted.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof, or who shall install mechanical work in violation of an approved plan or directive of the Building Official or his designee or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any mechanical work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-70. – Fuel and Gas Code adopted.

The ~~***2012***~~ **2018** Edition of the International Fuel Gas Code including Appendix Chapters A, B, C, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and governing fuel gas systems and gas fired appliances in the city. ~~Not less than three copies.~~ A copy of said code as supplemented or amended, duly certified, ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this chapter.

Sec. 26-71. - Amendments to the International Fuel and Gas Code.

The Fuel Gas Code adopted by section 26-70 of this article is hereby amended, changed, and altered, as follows:

Section-101.1. Insert: **[City of Joplin].**

Section ***106.6.2****.* Insert: [Fee schedule from Article IV of Chapter 26 of the Joplin City Code].

Section ***106.6.3*** ~~Delete provision number 2 and number 3.~~ Fee Refunds, is deleted.

Section 108.4 is hereby amended to read as follows:

108.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is hereby amended to read as follows:

108.5 Stop work orders: Any person who shall continue any fuel gas work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-72. - Plumbing code adopted.

The ~~***2012***~~ **2018** Edition of the International Plumbing Code including Appendix Chapters B, ~~***C,***~~ D, E, ~~F~~, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing plumbing. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-73. - Amendments to the International Plumbing Code.

The plumbing code adopted by section 26-72 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: **[City of Joplin, *Missouri*]**.

Section 106.6.2 is amended to read as follows:

106.6.2 Fee Schedule. The permit fees for all plumbing work shall be as indicated in Article IV of Chapter 26 and 118-235 of the Joplin City Code.

Section 106.6.3, Fee Refunds, ***is deleted***.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any plumbing work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 701.2 is added to read as follows:

~~***701.2.1* Sewer~~ 701.2 Connection to Sewer Required: See **Section *118-83*,** et seq., of the Joplin City Code pertaining to availability of sanitary sewer.

Section ~~715~~ 714 is amended to read as follows:

~~715.1~~ 714.1 Sewage backflow: All plumbing fixtures shall be protected by a backwater valve installed in the building drain.

Section ***903.1*** is amended by inserting: [12 inches].

Sec. 26-74. Electrical code adopted.

The ~~**2011**~~ 2017 Edition of the National Electrical Code for electrical wiring and apparatus as recommended by the National Fire Protection Association, as supplemented or amended, is hereby adopted and made a part hereof by reference. ~~Not less than three copies.~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-75. – Reserved.

Sec. 26-76. Soil Testing for lead and cadmium prior to building permit issuance in designated areas.

In areas of the city designated as potentially contaminated with soil lead or cadmium, no building permit shall be Issued pursuant to this chapter on any property to be used for a residential dwelling or dwelling unit, child Occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas Such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 parts per million (ppm) lead and less than 75 (ppm) cadmium.

In the area of the city designated as the expedited debris removal (EDR) area, no building permit shall be issued for any property to be used for a residential dwelling or dwelling unit, child occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 ppm lead and 75 ppm cadmium if such property is more than 50 percent of the value of the structure at the time of destruction or if additions to any structure are going to be made that require soil excavation.

In the event testing indicates 400 ppm lead or more, or 75 ppm cadmium or more, no building permit shall be issued on such property until such time as a remediation plan approved by the Jasper County Health Department has been completed and a certificate of approval has been issued for the property.

Failure to comply with any provisions of this section or the provisions of the Jasper County Health Department Shall be punishable as provided in section 1-5 of the Code of Ordinances of the City of Joplin. Further, no occupancy permit for affected property may be issued if a violation of this section is in place.

~~Sec. 26-77—26-78. Reserved.~~

Sec. 26-77. – Swimming Pool Code Adopted

The 2018 Edition of the International Swimming Pool and Spa Code as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing swimming pools and spas. A copy of said code as supplemented or amended has been and now is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-78. - Amendments to the International Swimming Pool and Spa Code.

The swimming pool and spa code adopted by section 26-77 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: [City of Joplin, ***Missouri***].

***Section 101.5* is added by adding the following paragraph:**

Locations. Private swimming pools shall not encroach on any front or side yard required by the basic code, abridged code or the governing zoning law, except by specific rules of the community in which it may be located. No wall of a swimming pool shall be located less than three feet from any rear or side property line, *12 feet from any primary or accessory structure,* or ten feet from any street property line, except by specific rules of the community in which it may be located.

Section 105.6.2 is amended to read as follows:

105.6.2 Fee Schedule. The permit fees for all swimming pools and spas shall be as indicated in Article IV of Chapter 26 of the Joplin City Code.

Section 105.6.3, Fee Refunds, ***is deleted***.

Section 107.4 is amended to read as follows:

107.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install swimming pool or spa work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 107.5 is amended to read as follows:

107.5 Stop Work Orders: Any person who shall continue any work on or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 301.2 Consult the current operational pool ordinance for lifeguard requirements and other considerations. (residential pools excluded)

Section 307.1.2 is amended as follows:

307.1.2 Colors and finishes. The colors, patterns, or finishes of the pools and spa interiors shall Be white or light pastel in color such that from the pool deck a bather is visible on the pool floor. The finish shall be at least 6.5 on the Munsell color value scale. Exceptions shall be made for the following:

1.) Residential pools and spa's
2.) Competitive lane markings
3.) Dedicated competitive diving well floors
4.) Step or bench edge markings
5.) Pools shallower than 24 inches (61.0 cm)
6.) Water line tiles
7.) Wave pool and surf pool depth change indicator tiles
8.) Depth markings and lines
9.) Other approved designs

Section 307.1.5 is amended as follows:

307.1.5 Floor transition line. For pools, other than residential pools and spas, deeper than 5 feet (1.5 m), a line of contrasting color, not less than 2 inches (5.1 cm) and not more than 6 inches (15.2 cm) in width, shall be clearly and permanently installed on the pool floor at the shallow side of the break in the floor slope, and extend up the pool walls to the waterline.

Sec.409.5 Shallow-to-deep-end rope and float line. Where a pool has a water depth ranging from less than 5 feet to greater than 5 feet, a rope and float line shall be located 1 foot horizontally from the 5- foot depth location, toward the shallow end of the pool.

Sec 26-79- Existing Building Code Adopted

The ~~2012~~ 2018 Edition of the International Existing Building Code including appendix B as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing energy conservation requirements. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-80. – Amendments to the Existing Building Code

The Existing building code adopted by section 26-79 of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting [**City of Joplin, Missouri**]

Section 113.4 is hereby amended to read as follows:

113.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Secs. 26-81 – 26-90. Reserved.

Section 2. This ordinance shall become effective ~~November 10, 2015~~, April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, ~~2015.~~ 2019.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 357, Building Regulations

MEETING DATE
March 4, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
The City of Joplin updates our Building Codes approximately every six (6) years. Our last update of the codes took place in 2015, at which time the 20012 editions of the International Codes were adopted. At this time, we are proposing to adopt the 2018 editions of the International Codes, and the 2017 edition of the National Electrical Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens.

> **2018 International Fire Code** coordinated with the International Building Code, references national standards to comprehensively address fire safety in new and existing buildings.

BACKGROUND
It is with the adoption of the latest Codes that the Building Department and Fire Department can continue to serve the public's interest in regard to life, health, and safety issues within the buildings constructed and existing in the City of Joplin, and staff requests the Council to approve the adoption of the Codes outlined above, along with appendix sections and various amendments with an effective date of April 8, 2019.

Attached is a draft of the Ordinance to adopt the codes and chapter 58 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

FUNDING SOURCE: N/A

RECOMMENDATION
Approval of the adoption of the 2018 ICC International Fire Code along with appendix sections and amendments with an effective date of April 8, 2019.

ATTACHMENTS
Council Bill No. 2015-364, Council Bill No. 2019-357 (Revised)

COUNCIL BILL NO. 2015-364 ORDINANCE NO.

AN ORDINANCE amending Chapter 58 and setting a date when this ordinance shall become effective.

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

Sec. 58-51. - Adopted.

The ~~2012~~ 2018 Edition of the International Fire Code and appendices B, C, D, F, G, **& I**, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 58-52. - Definitions.

(a) Whenever the word "municipality" is used in the fire prevention code adopted by this division, it shall be held to mean the city.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

Sec. 58-53. - Amendments.

The fire prevention code adopted by the provisions of this division is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "**City of Joplin, Missouri**."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Joplin & R1, R2, R4 occupancies.

Section ~~**109.4**~~ 110.4 is amended by inserting: [Misdemeanor, $500.00, 100 days].

Section ~~*111.4*~~ 112.4 is amended by inserting: [$25.00, $500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance Section 58-1 of the City of Joplin, Code of Ordinances.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance Section 106-137 of the City of Joplin, Code of Ordinances."

Section **5601.1** is amended to read as follows: "The provisions of this chapter and Ordinances 58-62 and 58-63 of the City of Joplin, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Sec. 58-54. – Enforcement.

The fire prevention code shall be enforced by the bureau of fire prevention.

Sec. 58-55. – Violations; penalty.

(a) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in section 1 – 5 of the Joplin City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty set out in subsection (a) of this section shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 58-56. – Modifications

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

Sec. 58-57. – New materials, processes or occupancies requiring permits.

The building board of appeals, with the fire chief or his designee and the chief building official, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

Sec. 58-58. – Appeals

Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the building board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the building board of appeals to the Joplin City Council within 30 days from the date of the building board decision.

Sec. 58-59. – Reserved.

Sec. 58-60. - Geographic Limits.

That the geographic limits referred to in certain sections of the ~~2012~~ 2018 International Fire Code are hereby established as follows:

Section ***5704.2.9.6.1*** The storage of Class I and Class II liquids in above-ground tanks (exceeding 660 gallons) outside of buildings is prohibited in the City limits of Joplin, Missouri.

Section **6104.2** The storage of liquefied petroleum is restricted for protection of heavily populated or congested areas in the City limits of Joplin, Missouri.

Section **5601**The storage of explosives shall be restricted and comply with provisions set forth in Chapter **56** of the International Fire Code.

Section **5601.3** Possession, manufacture, storage, sale, handling, and use of fireworks shall be in accordance with Chapter **56** of the International Fire Code and all Joplin City ordinances pertaining to fireworks.

Sec. 58-61. - Reserved.

Sec. 58-62. - Routes for vehicles transporting explosives and blasting agents.

The routes for vehicles transporting explosives and blasting agents are hereby established as designated by the traffic engineer.

Sec. 58-63. - Routes for vehicles transporting hazardous chemicals or other hazardous materials.

Vehicles transporting hazardous materials and chemicals shall be routed to avoid congested traffic in densely populated areas. The routes referred to in this section are to be established as designated by the traffic engineer.

Sec. 58-64. - Compliance with fireworks regulations.

Notwithstanding the provisions of the ~~2012~~ 2018 International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 58-65 through 58-67 relative to fireworks and devices of like character.

Sec. 58-65. - Possession and use of fireworks generally.

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, 1.4G (formerly known as Class C) or 1.3 G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and Sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and Sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) In addition, no person at any time, shall set off, ignite, discharge or use, or possess for such purpose, Chinese lanterns or sky lanterns within the city or any of the city parks. For the purpose of this section, Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

Sec. 58-66. - Sale of fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $50.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps, and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE

Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and Sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets **or Chinese lanterns** within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and Sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The Fire Chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the Fire Chief's order.

(e) *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

(f) *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67

Sec. 58-67. - Public displays of fireworks.

Public displays of 1.3G and 1.4G fireworks shall be allowed for outdoor displays and proximate audience displays provided that the promoter desiring to put on such public display shall first receive an operational permit from the fire chief or his designee allowing such display and specifying the nature thereof and the time and the place in which it is to take place, submit copies of Missouri State shooters license, and submit copy of $1,000,000.00 surety bond or insurance. Public displays shall be under the supervision of the fire chief or his designee, and subject to provisions of the ~~**2012**~~ **2018** International Fire Code Section **5608** and applicable sections of Joplin City Ordinances. Displays shall have at least one fire department truck and appropriate personnel standing by on site for the duration of the display plus one hour for safety checks. Cost of fire department stand-by shall be at the promoter's expense.

Sec. 58-68. - Schedule of fees.

The following is a schedule of the fire department permit fees:

(1) *Plan review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:

a. Fire commercial plan review fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.

1. The value of the project in this section shall be computed by one of the following methods and approved by the fire marshal.

a) Provided by the person applying for the permit and verified by the fire marshal.

b) Calculated using the building valuation data published in the Building Safety Journal each February issue (on file in the city clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the building valuation data Published in the Building Safety Journal each February issue based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. Sprinkler/standpipe plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. Alarm system plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Permit fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational permit fees.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the fire marshal at any time for cause. Operational permits shall be $50.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction permit fees.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the fire marshal at any time for cause. Construction permits shall be $100.00 each.

(3) *Burn permit fees.*

a. *General burn permit fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than three feet diameter by two feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

b. Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee. The permit fee shall be fifty $50.00 per each three-day period and must be compliant with all conditions stated in Sec. 58-1 (2)

(4) *Reinspection fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(5) *Firework stand fees.*

a. $50.00 per calendar year as referenced in section 58-66

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

Section 3. This ordinance shall become effective on ~~November 10, 2015~~. April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, ~~2015.~~ 2019.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-357 ORDINANCE NO.

AN ORDINANCE amending Chapter 58 Fire Prevention And Protection by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective.

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

Sec. 58-31 – 58-50. Reserved

Sec. 58-51. - Adopted.

The **2018** Edition of the International Fire Code and appendices B, C, D, F, G, & I, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 58-52. - Definitions.

(a) Whenever the word "municipality" is used in the fire prevention code adopted by this division, it shall be held to mean the city.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

Sec. 58-53. - Amendments.

The fire prevention code adopted by the provisions of this division is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "**City of Joplin, Missouri**."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Joplin & R1, R2, R4 occupancies.

Section **110.4** is amended by inserting: [Misdemeanor, $500.00, 100 days].

Section **112.4** is amended by inserting: [$25.00, $500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance Section 58-1 of the City of Joplin, Code of Ordinances.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance Section 106-137 of the City of Joplin, Code of Ordinances."

Section **5601.1** is amended to read as follows: "The provisions of this chapter and Ordinances 58-62 and 58-63 of the City of Joplin, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Sec. 58-54. – Enforcement.

The fire prevention code shall be enforced by the bureau of fire prevention.

Sec. 58-55. – Violations; penalty.

(a) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in section 1 – 5 of the Joplin City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty set out in subsection (a) of this section shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 58-56. – Modifications

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

Sec. 58-57. – New materials, processes or occupancies requiring permits.

The building board of appeals, with the fire chief or his designee and the chief building official, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

Sec. 58-58. – Appeals

Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the building board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the building board of appeals to the Joplin City Council within 30 days from the date of the building board decision.

Sec. 58-59. – Reserved.

Sec. 58-60. - Geographic Limits.

That the geographic limits referred to in certain sections of the **2018** International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The storage of Class I and Class II liquids in above-ground tanks (exceeding 660 gallons) outside of buildings is prohibited in the City limits of Joplin, Missouri.

Section **6104.2** The storage of liquefied petroleum is restricted for protection of heavily populated or congested areas in the City limits of Joplin, Missouri.

Section **5601**The storage of explosives shall be restricted and comply with provisions set forth in Chapter **56** of the International Fire Code.

Section **5601.3** Possession, manufacture, storage, sale, handling, and use of fireworks shall be in accordance with Chapter **56** of the International Fire Code and all Joplin City ordinances pertaining to fireworks.

Sec. 58-61. - Reserved.

Sec. 58-62. - Routes for vehicles transporting explosives and blasting agents.

The routes for vehicles transporting explosives and blasting agents are hereby established as designated by the traffic engineer.

Sec. 58-63. - Routes for vehicles transporting hazardous chemicals or other hazardous materials.

Vehicles transporting hazardous materials and chemicals shall be routed to avoid congested traffic in densely populated areas. The routes referred to in this section are to be established as designated by the traffic engineer.

Sec. 58-64. - Compliance with fireworks regulations.

Notwithstanding the provisions of the **2018** International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 58-65 through 58-67 relative to fireworks and devices of like character.

Sec. 58-65. - Possession and use of fireworks generally.

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, 1.4G (formerly known as Class C) or 1.3 G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that

contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) In addition, no person at any time, shall set off, ignite, discharge or use, or possess for such purpose, Chinese lanterns or sky lanterns within the city or any of the city parks. For the purpose of this section, Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

Sec. 58-66. - Sale of fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $50.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps, and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE

Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets **or Chinese lanterns** within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be

defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The Fire Chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the Fire Chief's order.

(e) *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

(f) *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67

Sec. 58-67. - Public displays of fireworks.

Public displays of 1.3G and 1.4G fireworks shall be allowed for outdoor displays and proximate audience displays provided that the promoter desiring to put on such public display shall first receive an operational permit from the fire chief or his designee allowing such display and specifying the nature thereof and the time and the place in which it is to take place, submit copies of Missouri State shooters license, and submit copy of $1,000,000.00 surety bond or insurance. Public displays shall be under the supervision of the fire chief or his designee, and subject to provisions of the **2018** International Fire Code Section **5608** and applicable sections of Joplin City Ordinances. Displays shall have at least one fire department truck and appropriate personnel standing by on site for the duration of the display plus one hour for safety checks. Cost of fire department stand-by shall be at the promoter's expense.

Sec. 58-68. - Schedule of fees.

The following is a schedule of the fire department permit fees:

(1) *Plan review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:

a. Fire commercial plan review fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.

1. The value of the project in this section shall be computed by one of the following methods and approved by the fire marshal.

a) Provided by the person applying for the permit and verified by the fire marshal.

b) Calculated using the building valuation data published in the Building Safety Journal each February issue (on file in the city clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the building valuation data

Published in the Building Safety Journal each February issue based on square footage

of the project, and modified for the City of Joplin, using a multiplier of .65.

b. Sprinkler/standpipe plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. Alarm system plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Permit fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational permit fees.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the fire marshal at any time for cause. Operational permits shall be $50.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction permit fees.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the fire marshal at any time for cause. Construction permits shall be $100.00 each.

(3) *Burn permit fees.*

a. *General burn permit fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than three feet diameter by two feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

b. Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee. The permit fee shall be fifty $50.00 per each three-day period and must be compliant with all conditions stated in Sec. 58-1 (2)

(4) *Reinspection fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(5) *Firework stand fees.*

a. $50.00 per calendar year as referenced in section 58-66

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

Section 3. This ordinance shall become effective on April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019.

_____
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 2019-450 – approving an amendment to the existing city swimming pool code.

MEETING DATE
March 4, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-450 Ordinance

REVIEWED BY
Dept. Head: Daniel Pekarek; City Attorney: Peter Edwards; City Manager: Sam Anselm

SUMMARY
The Health Department requests consideration of this Council Bill that would amend the current City of Joplin Swimming Pool Design and Operations Code to prevent conflicts with the adopted International Swimming Pool and Spa Code (ISPSC).

BACKGROUND
The City of Joplin Health Department currently has a swimming pool operational and design code that was adopted in 2008. The recently adopted International Swimming Pool and Design Code (ISPSC) will take the place of the design and construction requirements found in Part 1 of the current health department pool code. The operational section of this existing health pool code is found in Part 2. Staff recommends keeping the operational section of the code with minor amendments where there is potential conflict with the newly adopted ISPSC. An updated operational swimming pool code will be researched for future consideration.

FUNDING SOURCE
The source of funding is the city's Health Fund and funds are included in the FY 2018-19 budget of the Health Department, however, no additional departmental costs are anticipated for this change.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2019-450 ORDINANCE NO.

AN ORDINANCE amending Article VII, Swimming Pools, of Chapter 62, Health and Sanitation Section 62-241, of the Joplin City Code by repealing Part 1; except section 1.1; and amending sections of Part 2 of this code; and setting a date when this ordinance shall become effective.

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

Section 1. Part 1 of the Swimming Pool Design and Operations Code is deleted in its entirety except section 1.1 Definitions.

Section 2. That Part 2 of the Swimming Pool Design and Operations Code is amended to read as follows:

1.7 Temperature - The pool water temperature should be maintained between 72 degrees Fahrenheit (22°C) and 85 degrees Fahrenheit (29°C), except for special purpose therapy pools or spa pools. Spa water temperature shall be maintained below 104 degrees Fahrenheit(40°C).
The air temperature for an indoor swimming pool should be maintained from 2 degrees Fahrenheit (1°C) to 5 degrees Fahrenheit (3°C) above the pool water temperature.

4.4.2.1 Number - A lifeguard and chair shall be provided for each 2,000 square feet of water surface area of a public pool. If a semipublic pool chooses to provide lifeguards these standards shall be followed and/or the anticipated usage and design characteristics. A recognized organization for the determination of such standards should be consulted. In addition, the regulatory agency should be consulted.

4.4.3.2 Exemption – Slides meeting the construction criteria found in the International Swimming Pool and Spa Code may be exempt from the lifeguard and attendant requirement if they meet <u>all</u> of the criteria below.

1) They are 6 feet or less in height from slide entrance to slide exit.
2) The discharge is 6 inches or less above the water surface.
3) The user has clear view of the landing area from all locations on the slide.
4) The slide cannot be a tube or be covered to restrict the view of the landing area.

5.1.6 Fence and Other Conditions – Enclosure does not comply with the International Swimming Pool and Spa Code or the existence of any condition creating an immediate danger to the health or safety of the pool patrons or its personnel.

6.2.2 Life Lines – Life lines or rope and float lines separating shallow and deep areas shall be kept in good repair. They should be kept in place except for wave action pools or any other pool where such a line is not required or that the line would constitute a hazard.

Section 3. That this ordinance shall be in full force and effect from and after April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019.

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney