COUNCIL AGENDA
Monday, March 19 2018
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**

   1. Becky Zimmerman With Design Workshop Will Be Presenting The Final Report To The City Council On The Independent Tourism Study.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Jabbar Wesley, 3025 Clover Drive, Lee Summit, MO, Would Like To Address The City Council And Introduce Himself As The Government Affairs Contact For Spire.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The March 5, 2018 Council Meeting

      Documents:

      MAR 5, 2018.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2018-110

       AN ORDINANCE approving the City of Joplin to enter into an agreement with the Kansas City Southern Railway Company for the storm drainage improvements under the railroad within the railroad right of way and located 430 feet south of 12th Street and associated with Storm Water Project #12; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

       Documents:

       CB 2018-110 AGREEMENT WITH KSC RR STORM 12.PDF
       SUMMARY SHEET CB 2018-110 STORM 12 RR AGREEMENT.PDF
       CB2018-110STORM PROJECT -12 COUNCILEXHIBIT-LANDSCAPE.PDF
       STORM PROJECT - 12 COUNCILEXHIBIT-PORTRAIT.PDF
       AGREEMENT W EXHIBITS.PDF

    2. COUNCIL BILL NO. 2018-111

AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction Company for the construction of the Surface Project 4006, in the amount of Three Million, Seven Hundred Fifty-Three Thousand, Eight Hundred Twenty-Two and 09/100 Dollars ($3,753,822.09); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2018-111 DALTON KILLINGER 4006 SURFACEPROJECT.PDF
CB 2018-111 DALTON KILLINGER -4006 SURFACE PROJECT.PDF
SURFACE PROJECT 4006 BID OPENING VALUES.PDF
PROJECT AREA EXHIBIT(REDUCED).PDF
4006 AGREEMENT_2018_03_06.PDF

3. COUNCIL BILL NO. 2018-353
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 312 N. Schifferdecker Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-353 BID.PDF
CB 2018-353 PICTURES.PDF
CB 2018-353 SUMMARY.PDF
CB 2018-353.PDF

4. COUNCIL BILL NO. 2018-354
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 1109 S. Indiana Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Ninety-Nine and 00/100 Dollars ($3,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-354 BID.PDF
CB 2018-354 PICTURES.PDF
CB 2018-354 SUMMARY.PDF
CB 2018-354.PDF

5. COUNCIL BILL NO. 2018-355
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 2004 N. Park in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety-Nine and 00/100 Dollars ($2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-355 BID.PDF
CB 2018-355 PICTURES.PDF
CB 2018-355 SUMMARY.PDF
CB 2018-355.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. Case 009-18
       Case 009-18: 1813 W. 20th Street - A request to Review the Site Plan for Proposed Mini-Storage Units –
       Countryside Self Storage.

       Documents:

       CASE 009-18 MINUTES.PDF
       CASE 009-18 STAFF REPORT.PDF
       CASE 009-18 SUMMARY.PDF

    2. Boards/Commissions Appointments And Reappointments

    3. News From Public Information Officer, Lynn Onstot

    4. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2016, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING MINUTES

March 5, 2018

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

INVOCATION - read by City Clerk Barbara Gollhofer

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

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Dan McCreary, Michael Seibert, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Miranda Lewis. Motion by Mr. Shaw, second by Mr. West to excuse Mrs. Lewis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. 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
Tom Rogers, 3517 Hackberry Lane, Joplin MO addressed the council regarding odors in the city and surrounding suburbs. He stated there was an on-line petition for this issue and he discussed some of the feedback that was provided via the petition from residents and city visitors. After discussion, the council asked the City Manager to direct staff to research other communities to find out if they have ordinances pertaining to odor issues.

Greg Huff, 115 S. Sergeant Ave. Joplin, MO, addressed the council regarding Backyard Poultry Ordinances. He asked the council to consider an amendment to the city code for the set-back and spacing requirements for chickens, as well as a variance to keep his pet chickens while this request is considered. During the discussion, City Attorney Edwards stated Mr. Huff was issued a citation for his chickens being too noisy, which is a violation of Section 18.4 of the Joplin Municipal Code. The Health Department's investigation into the noise complaint discovered Mr. Huff is keeping chickens without a valid permit, which is another violation of the code. Mr. Edwards recommended that if the council wants to look into amending the code, that the council gives staff direction much like they just did on the odor control issue. He stated Health Director Pekarek had researched this issue and will send the information to the council for their review and possible discussion at a later date.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer.

Public Hearing for Resolution No. 2018-007.

Mayor Seibert opened the Public Hearing.

Appearing in favor of this item were Wayne Stephenson, 302 S. Sergeant, Joplin, MO, and Brian Eggleston, 329 N. Main St. Joplin, MO.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Resolution No. 2018-007 - A RESOLUTION granting a Special Use Permit for the expansion of a parking lot from 8 spaces to 14 spaces, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Stanley that Resolution No. 2018-007 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

CONSENT AGENDA – Motion by Mr. Stinnett, second by Mr. Shaw, to approve the Consent Agenda Motion by Mr. Stinnett, second by Mr. Stanley that Resolution No. 2018-007 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

Minutes of the February 20, 2018 Council Meeting

COUNCIL BILL NO. 2018-405-AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

COUNCIL BILL NO. 2018-600 - AN ORDINANCE: Approving the job descriptions for Concessions Coordinator, Athletic Coordinator and Golf Lead Cashier and the placement of the positions within the Salary Administration Plan for the City of Joplin.

COUNCIL BILL NO. 2018-601 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Little League for the purpose of leasing Landreth Park baseball fields, concession areas, and parking lots in exchange for annual rent in the amount of Five Hundred and 00/100 Dollars ($500.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

COUNCIL BILL NO. 2018-602 -AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

RESOLUTIONS

Mr. West introduced Resolution No. 2018-005 -A RESOLUTION declaring that the unlawful distribution of prescription controlled substances has created a public nuisance and a serious public health and safety crisis for the citizens of Joplin, Missouri; and authorizing the City to join in a class action lawsuit against opioid manufacturers. Motion by Mr. West, second by Mr. Brown that

Resolution be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

Mr. Stanley introduced Resolution No. 2018-006 -A RESOLUTION allowing the Police Department to apply for three (3) grants through MODOT 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. Motion by Mr. Stanley, second by Mr. Shaw, that Resolution be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1.

ORDINANCES – EMERGENCY

Mr. Shaw introduced Council Bill No. 2018-107 -An Ordinance authorizing the City of Joplin to enter into a supplemental Transportation Alternative Funds Program Agreement (TAP 3205-704) with the Missouri Highways and Transportation Commission for the construction of the St. John's Blvd. Trail project in the City of Joplin; authorizing the City Manager or his designee to execute said supplemental agreement for and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley that Council Bill No. 2018-107 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-032**.

Mr. West introduced COUNCIL BILL NO. 2018-504 -An Ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No 2018-504 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-033.**

Mr. Shaw introduced COUNCIL BILL NO. 2018-603 - An Ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2018-603 be approved on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 8. Nays:0. Absent: Lewis, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-034.**

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

News from the Public Information Officer, Lynn Onstot

As part of the annual Severe Weather Awareness Week, the City of Joplin will participate in the statewide tornado drill at 10 AM tomorrow, Tuesday March 6th. Joplin's outdoor warning sirens will sound for a full three minutes, just as they would in an emergency. We encourage all residents to use this drill as an opportunity to plan and prepare for a real situation. This is a good time to discuss sheltering plans with your family and co-workers and to check that you have a working battery-operated radio and flashlights, along with other necessary supplies in your designated "safe place." Joplin Parks and Recreation is hosting a "Kids Garage Sale" event at Memorial Hall on Saturday, March 17th. There's still time to get a table for $10, or stop by on Saturday, March 17 to do a little shopping. Parks & Rec is also running a 10% off sale on swim passes until March 31st. Residents should contact the Parks & Rec department for more information.

As part of this year's Birthday Celebration for Joplin, we're inviting the public to get involved. Joplin will be 145 years old, and we're hoping to get 145 reasons people like Joplin. Participants are asked to simply complete the following sentence: **"I like Joplin because….." .** Responses should include the first and last name of the person submitting, along with their age. Ages are being included to represent favorite things of Joplin fans from all ages and eras. Submissions can be mailed to Joplin City Hall or emailed to Lynn Onstot at lonstot@joplinmo.org. We'll gather all the entries and reveal them at the City's Birthday party at 11 a.m. on Friday, March 23. More details about participating in this unique celebration recognizing YOUR city, along with other events mentioned can be found on the City's website, joplinmo.org. Thank you.

Mr. Stinnett stated he had received several texts during the council meeting that audio has been lost during part of the meeting as it was being televised. Lynn stated she would check with MSSU and KGCS to determine the issue. It's possible it has something to do with the programming providers.

Mr. West stated he attended the Bull Riding event at Memorial Hall over the weekend and enjoyed it. He commended Parks & Recreation Director Paul Bloomberg and his staff for doing a great job.

Mr. Shaw stated he had the opportunity to meet some of the council candidates for the upcoming election at a local restaurant recently. He also stated that someone in the audience commented on the lack of email response from the council, however, Mr. Shaw assured this person, and he wants the community to know as well, that the council does respond to their emails, and they take these correspondences seriously.

There being no further business, the meeting was adjourned at 8:10 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

COUNCIL BILL NO. 2018-110 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with the Kansas City Southern Railway Company for the storm drainage improvements under the railroad within the railroad right of way and located 430 feet south of 12th Street and associated with Storm Water Project #12; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with the Kansas City Southern Railway Company for storm drainage improvements under the railroad within railroad right of way and located 430 feet south of 12th Street, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. The City shall pay Kansas City Southern Railway a non-refundable lump sum fee of Five Thousand and no/100 Dollars ($5,000.00) at the time of execution of this agreement.

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

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 CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018
Council Bill No. 2018-110

Item: Agreement with Kansas City Southern Railroad Company, Storm Water Project #12.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
3) Council Bill No. 2018-110

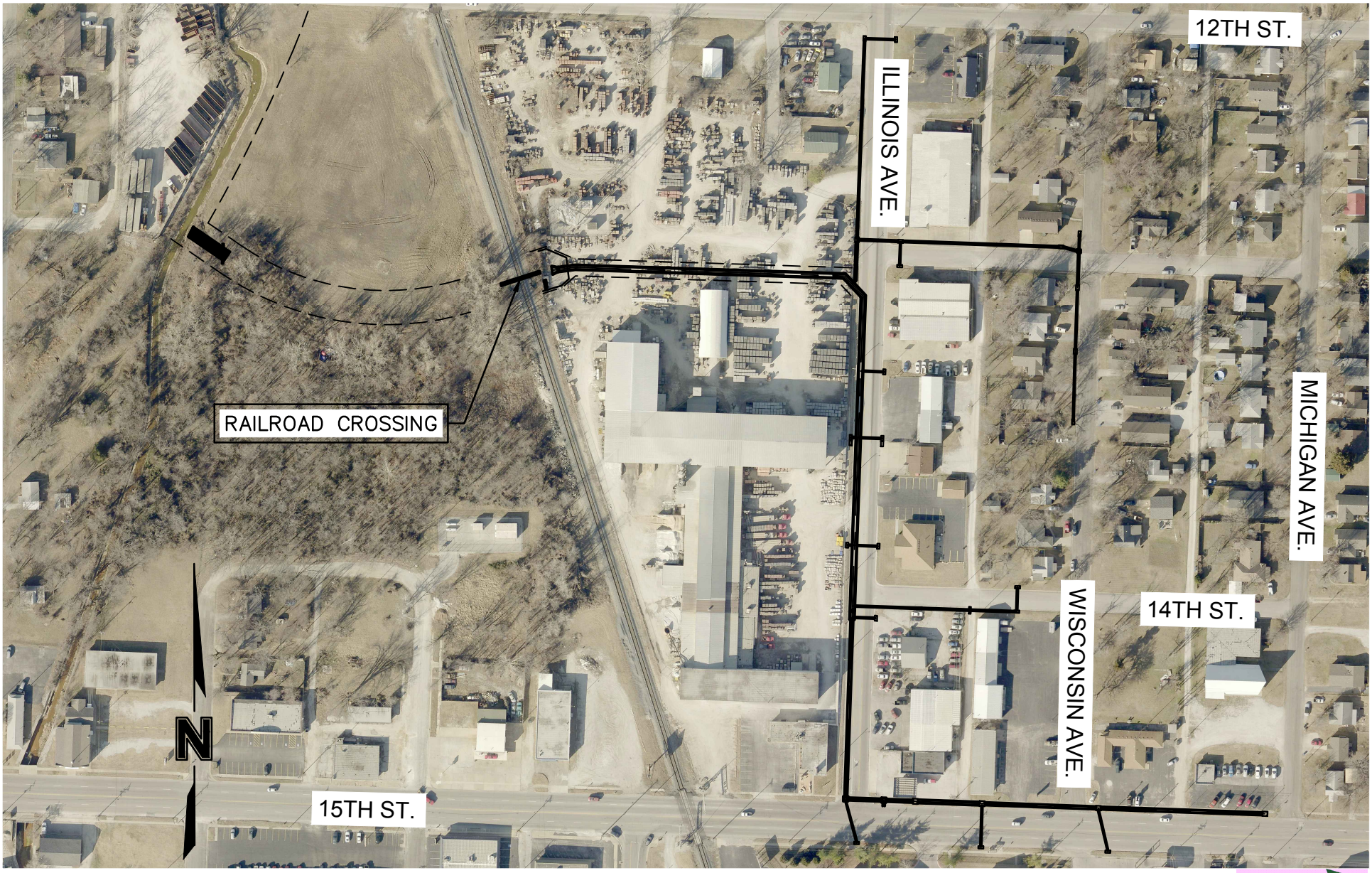
Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Railroad Agreement with the Kansas City Southern Railway company for storm drainage improvement associated with Storm Water Project #12.

Background: In July, 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Storm Water Projects #11 and #12. The work included in the railroad agreement is within the limits of Storm Water Project #12. Storm Water Project #12 includes construction of new storm sewer pipes to increase the drainage capacity within an area on 15th Street from Illinois Ave to Michigan Ave and on Illinois Ave from 15th to 12th Streets.

Discussion: The agreement is to establish responsibilities of each party with respect to the Storm Water Project within the railroad right of way. The scope of the work within railroad right of way will include installing one 42 inch diameter smooth steel pipe under the railroad tracks. The existing 2.8' x 2.5 box culvert will remain in place. Grading and installation of riprap will also be included in the work. The city will pay a onetime fee of $5,000.00 for the Railroad's plan review, agreement preparation, site inspections, and license for the City to perform the work.

Recommendation: City staff recommends approval of the agreement for the storm water improvement with the Kansas City Southern Railway Company.



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DATE: Mar 01, 2018 1:24pm XREFS: W_PBASE_63354

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

PROJECT NO: 016-3354	STORM PROJECT #12	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: CRL		550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 401.890.8805	1
DATE: 3.1.2018			



0' 100' 200' 400'

SCALE IN FEET

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

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DATE: Mar 01, 2018 1:23pm XREFS: W_PBASE_63354

PROJECT NO: 016-3354	STORM PROJECT #12	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: CRL		550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 401.890.8805	1
DATE: 3.1.2018			

CDFA #_____

12TH Street to 15th Street
42 inch SSP Culvert

STATE OF MISSOURI §

KCSR Contract No. _____

COUNTY OF JASPER §

CITY OF JOPLIN

RAILROAD AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter shown as being fully executed, by and between the **City of Joplin**, hereinafter called "**COJ**", and **The Kansas City Southern Railway Company**, hereinafter called the "**Railroad**", acting by and through their official contracting officers. (COJ and Railroad being each individually referred to herein as a "Party" or together as "Parties").

WITNESSETH

WHEREAS, to improve the safety of the traveling public by reducing the risk of flooding, the COJ proposes to install one 42 inch diameter Smooth Steel Pipe (SSP) under the tracks of the Railroad all with a portion of the pipe being within the KCS ROW. Said facilities are hereinafter referred to as the **Storm Drainage Improvements**. The portion of the work that pertains to passage of said facilities under Railroad's tracks and across the Railroad's right-of-way is hereinafter identified as the "**Project**" as shown on the prints marked **Exhibit A** attached hereto and made a part hereof;

WHEREAS, the Project is located 430 feet south of the intersection of 12th Street and Railroad's tracks in the City of Joplin, Jasper County, Missouri at Railroad Station 8205+80 and Railroad Milepost K155.4 on the Heavener Subdivision; and,

WHEREAS, all work to be performed and all materials to be provided shall be at COJ's sole expense unless specifically stated otherwise herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

ARTICLE 1. AGREEMENT PERIOD

Upon execution by all Parties, this **Agreement** will be in effect and continue thereafter for so long as the Project shown on **Exhibit A** shall be used for the purposes set forth herein; provided, however, if the COJ shall abandon the use of the Storm Drainage Facilities within the Railroad's property, or any part thereof, for such purposes, this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon the Railroad shall have the same complete title to the Railroad premises so abandoned as though these presents had never been executed, and

Railroad shall have the right to enter thereon and exclude therefrom the COJ, its successors, and assigns. The COJ's failure to maintain a physical presence of its employees at the Project location shall not be considered as evidence of COJ's desire to abandon the use of the Storm Drainage Facilities.

ARTICLE 2. LICENSE & PERMISSION

a. The Railroad hereby grants license and permission to the COJ to construct, use and maintain Storm Drainage Improvements within the Railroad's Right-of-Way according to the final plans attached hereto as **Exhibit A**. The construction, use, maintenance and removal of the Storm Drainage Improvements will be at the sole cost and expense of the COJ.

b. In consideration of Railroad's plan review, agreement preparation and site inspections of the Project and the issuance of this license, the COJ shall pay Railroad a **non-refundable lump sum fee of Five Thousand and no/100 Dollars ($5,000.00)** at the time of execution of this Agreement.

c. The license and permission given by this Agreement is subject to the rights of utility companies to maintain poles and operate wire and fiber optic lines on and over Railroad's premises. The COJ will make its own arrangements with the utility companies for any necessary relocation or alteration of any existing utility facilities at the Project location.

d. No legal right which the Railroad now has to reconstruct, maintain, and operate its existing track and appurtenances or to construct, maintain, and operate additional track or tracks and appurtenances upon and across the Railroad premises shown on Exhibit A shall in anywise be affected by the giving of this license. If the proposed Storm Drainage Improvements as authorized by this Agreement at any time substantially conflict, interfere with, inhibit or prevent any work intended by the Railroad in furtherance of its operation as a railroad, the COJ shall modify the Storm Drainage Improvements at the Project site as required to accommodate Railroad's work at COJ's own sole cost with work commencing within 30 days of receiving a written notice from the Railroad. If, at any time, the operation of the Storm Drainage Improvements or the failure of same prevents the operation of trains on Railroad's track, COJ shall immediately repair said Improvements or remedy said failure. If COJ fails to do so, Railroad shall have the right, but shall not be required, to make such repairs itself and to bill COJ therefor.

e. It is agreed that should the property or any portion thereof, which is licensed hereunder, cease to be used for Storm Drainage Improvements, this license, as to the portion so abandoned, shall immediately cease and terminate.

f. This permission is granted solely for the purposes of the COJ, at its sole cost and expense, for the proposed work as shown in the final plans for the Project contained in **Exhibit A,** and is expressly subject and subordinate to the rights stated in paragraph 2.c and 2.d above and to the present and future rights of the Railroad, its successors, assignees, lessees, grantees and licensees, to maintain, use, operate, and renew on, beneath, or above the surface of the Railroad premises any telephone, telegraph, power, communication, or signal lines, poles and/or appurtenances, fiber optic communications, tracks, roadways, pipelines, structures, improvements, or facilities of similar or different character, as now located, and to construct, install, establish, and thereafter maintain, use, operate, and to renew on, beneath, or above the surface of the Railroad premises, any or all said things, provided the same do not interfere with the COJ's use of the Railroad premises as hereinabove provided. For the avoidance of doubt, nothing stated in this license in any way restricts the right of

Railroad, its successors or assigns to maintain or expand railroad facilities at the site of the Project.

ARTICLE 3. SCOPE OF WORK

a. The COJ agrees to perform the work as shown on the final plans attached as **Exhibit A**. The work will generally consist of constructing the Storm Drainage Improvements as shown in **Exhibit A** and shall include, but is not limited to, the following:

i. Install one 42" diameter Smooth Steel Pipe under the Railroad's tracks and across the Railroad's premises;

ii. Restoration of the Railroad's property to its current or better conditions.

b. In order to provide for the safety of rail traffic, the COJ shall provide Railroad-approved flaggers during the period of performance of work in or incident to the proposed Project. No work shall be performed without the presence of Railroad-approved flagger. COJ shall notify the Railroad a minimum of thirty (30) days in advance whenever it is about to perform work within twenty-five feet (25') of any track to enable the Railroad to furnish inspectors or Railroad personnel as might be necessary to ensure safety of railroad operations.

ARTICLE 4. PLANS, ESTIMATES, CONSTRUCTION, AND MAINTENANCE

a. **Exhibit A** contains the final plans for the Project. No changes to such final plans and specifications shall be made without the written approval of such changes by the COJ and the Railroad. Approval of said changes shall not be unreasonably denied.

b. COJ shall not commence any work on Railroad's property involving any change to plans contained in **Exhibit A** until such change to the plans has been approved in writing by the Railroad.

c. The COJ, and its Contractor and subcontractor(s) (collectively referred to herein as Contractor), shall make only those changes or alterations as noted or specified in **Exhibit A**, in the communication, and signal pole and wire lines, pipe sewer and drainage, or other facilities or buildings located upon the Railroad's right-of-way, which may be displaced or required by the construction of the Project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during, or following construction of said work. All Railroad facilities shall remain fully functional continuously throughout the Project unless specifically approved in writing by the Railroad. In particular, COJ shall accomplish the Project without damaging the 2.8' x 2.5' RCB shown on **Exhibit A** (the "RCB"), so as to allow the RCB to function in tandem with the Storm Drainage Improvements once said Improvements are installed.

d. COJ shall be responsible to pay Railroad's actual costs for any adjustment of signal facilities required to facilitate the construction of the Project.

e. Inspection: Railroad reserves the right to inspect the Project during construction and at any time afterwards. After the Project has been completed and accepted by the Railroad, COJ shall inspect the Storm Drainage Improvements periodically and at least not less often than once per year.

COJ shall advise Railroad of the condition of the Storm Drainage Improvements revealed by inspection by mailing COJ's report of said inspection to Railroad at the following address:

Mr. Sri Honnur, P.E.
Engineering Department
The Kansas City Southern Railway Company
427 West 12th Street, Kansas City MO 64105
Ph: 816-983-1138
Email: Shonnur@KCSouthern.com

If substantial deficiencies are found in the Storm Drainage Improvements or to the RCB at any time during the Project or at any time afterwards, COJ shall promptly make necessary repairs to same. All such repairs shall be done in accordance with plans and specifications shown in Exhibit A. Any work that would deviate from the plans and specifications in Exhibit A must be submitted to the Railroad for prior approval, and COJ shall not do any work until such work has been reviewed and approved by the Railroad. All costs associated with such repairs shall be at the sole cost of the COJ.

In the event of COJ's failure to do so, repairs may be made by Railroad at COJ's expense, which actual cost COJ expressly agrees to pay within 30 (thirty) days upon presentation of the bill. The COJ shall reimburse the Railroad for repair of Railroad's existing facilities at this location if at any time the railroad embankment settles due to the construction activities of the Project.

f. The COJ's Contractor shall execute the Railroad's then-current Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property. A Right of Entry Agreement can be obtained by visiting the website **https://kcspermit.jllrpg.com** and submitting the permit application along with required application fees, plans, insurance, etc. Only after execution of this Right of Entry Agreement, shall the Contractor proceed with the construction.

g. The COJ and its Contractor shall furnish material for and perform the work to be done for the Project in accordance with **Exhibit A** and any changes thereto approved in writing by COJ and the Railroad. The COJ and the Contractor shall construct the facilities on the Railroad's right-of-way as shown on the plans and in accordance with approved specifications and shall maintain or arrange for the maintenance of these facilities. All track materials, when not supplied by the Railroad, shall be in accordance with Railroad specifications which will be supplied upon request.

h. Contractor Plans and Procedures: Before performing any excavation, demolition, blasting, lifting of structural members or construction of falsework on or over Railroad's ROW or adjacent to the Railroad's ROW that may interfere with the safe operation of trains, the Contractor shall submit its excavation, shoring, demolition, blasting, lifting of structural members and falsework plans and relevant procedures to the Railroad's designated engineer for the Project ("Railroad Engineer") for review and approval. These plans and procedures shall be signed and sealed by a Professional Engineer licensed in the State of Missouri. However, such approval shall not relieve the Contractor from any liability relating to this Project. During the course of the Project, the Contractor shall submit any proposed changes to the approved plans and procedures to the Railroad Engineer for review and approval. Any clearing and grubbing to increase the sight distance for safer construction operation, or erection of temporary structures within the Railroad property shall not be done prior to the approval of the Railroad. Should the Railroad Engineer deny the plans and require a resubmittal, the Railroad Engineer shall provide approval or denial and requirement for resubmittal after receipt of the revised

plans.

i. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA, and Section IV, Design and Construction of Shoring Adjacent to and on Railroad Right-of-Way contained within the "KCS Guidelines for the Design and Construction of Railroad Overpasses and Underpasses".

j. The Contractor shall abide by the following minimum temporary clearances during the course of construction.

i. 14.0 feet horizontal from centerline of track
ii. 22.0 feet vertical above top of the highest rail

k. The COJ shall give the Railroad at least thirty (30) days written notice prior to commencement of any work hereunder. In addition to the office review of construction submittals, site inspections may be performed by Railroad's Designated Representative at milestone events during construction, including but not limited to the following:

i. Preconstruction meetings.
ii. All work relevant to the project including excavations, shoring placement/removal, pile driving, drilling of caissons, drilled shafts, etc. adjacent to tracks.
iii. Reinforcement and concrete placement for near track piers.

l. COJ assumes the entire responsibility for maintenance of the Storm Drainage Improvements and the RCB during and after construction of the Project. For future maintenance work, the Railroad, under terms of this Agreement, gives the COJ permission to enter the Railroad right-of-way to perform routine maintenance and/or emergency work as required. If the maintenance work is being performed by COJ's Contractor, then that Contractor shall be required to execute the Railroad's then-current Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property. Entry upon Railroad's right of way for future maintenance work is subject to the Railroad Flagging requirements stated in paragraph n, below.

m. The COJ agrees to require the Contractor to notify Railroad prior to entering Railroad's property to perform the Project, any preparatory work for the Project, and any maintenance or inspection of the Storm Drainage Improvements after the Project is complete. Nothing contained herein shall ever be construed to place upon the Railroad any manner of liability for injury to or death of persons, or for damage to or loss of property arising from or in any manner connected with the construction, maintenance, or use of the portion of said Storm Drainage Improvements located upon the Railroad's property.

n. Railroad Flagging: Except as authorized in writing by the Railroad, the Contractor shall not work within the "Minimum Clearance Zone" of any track. The "Minimum Clearance Zone" is defined as an area measured 25 feet, horizontally, on either side of or perpendicular to the centerline of the track, with unlimited vertical distance within the horizontal limits. Additionally, COJ's Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the "Minimum Clearance Zone" of any track.

A railroad flagger will also be required when any equipment or its attachment or booms, even though stationed outside the Minimum Clearance Zone but within the Railroad's property, has a potential to come within the 25 feet of the nearest rail.

It is understood that the COJ will contract out the work to be performed, as referred to herein, to an independent contractor and in the contract therewith shall specify that it shall be the Contractor's responsibility to contact the Railroad-approved flagging companies to obtain flagging services that will be required during the course of this Project. Such specification shall not, however, relieve COJ of its responsibility to assure that its Contractor complies with such specification.

COJ or its Contractor will be responsible for all flagging expenses and for arranging the necessary flagging associated with the Project and while performing inspections and repairs to the Storm Drainage Improvements now or in future. Arrangements for flagging protection can be made by contacting an approved Railroad-qualified flagging contractor at least thirty business days in advance of the commencement of work on or under Railroad's property or as required by the Right of Entry Permit. A list of Railroad – qualified flagging contractors may be obtained from:

Mr. Sri Honnur, P.E.
Engineering Department
The Kansas City Southern Railway Company
427 West 12th Street, Kansas City, MO 64105
Ph: 816-983-1138
Email: Shonnur@KCSouthern.com

Railroad's designation of a company or individual as a "qualified" flagger or flagger provider shall be construed solely as Railroad's willingness to allow said individual or entity to provide flagging services on Railroad's property without further proof of qualification, and shall not be construed as an endorsement or other verification by Railroad of the abilities or qualifications or said flagger or flagger provider. All flaggers provided hereunder shall be treated solely as independent contractors of COJ or its Contractor for all purposes hereunder, with no relationship to Railroad. COJ and its agents, employees and Contractor will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve COJ or its Contractor of their duty to keep all of their agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the Project area.

o. Railroad Safety Training: All employees and supervisors of COJ and its Contractor who will perform work on the Storm Drainage Improvements within Railroad's property, except any personnel employed or assigned by a Railroad-qualified flagging contractor, shall be trained with reference to the Railroad's On Track Safety Rules. COJ or its Contractor shall provide the accommodations for this classroom training at COJ's or the Contractor's own expense, and shall pay any and all applicable fees of the Railroad-certified training consultant for this training. The consultant can be contacted at:

TrackSense Inc.
308 Durst Dr., Warren, OH 44483

Phone: (330) 847-8661; Cell: (330) 219-4721
Attention: Larry Slater
Email: lslater@neo.rr.com

p. All maintenance required on Railroad tracks or its embankments as a direct or indirect result of the presence of the Storm Drainage Improvements shall be performed by Railroad or its track contractors only. One hundred percent of all actual costs necessary for such maintenance shall be paid by COJ within 30 days of receipt from the Railroad of the invoice for such work. Railroad shall notify COJ of such maintenance work immediately after discovery of the deficiency and shall provide an estimated cost as soon as possible thereafter.

ARTICLE 5. INSURANCE & RIGHT-OF-ENTRY REQUIREMENTS

a. COJ WARRANTS AND REPRESENTS THAT IT IS INSURED FOR ANY WORK PERFORMED BY THE COJ WITH ITS OWN EMPLOYEES. COJ'S INSURANCE SHALL FULLY PROTECT THE RAILROAD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS AGAINST ANY AND ALL COSTS AND CLAIMS FOR DEATH, BODILY INJURY OR PROPERTY DAMAGE WHICH MAY OCCUR IN THE COURSE OF THE PROJECT AND COJ's CONSTRUCTION, USE, MAINTENANCE AND REMOVAL OF THE STORM DRAINAGE IMPROVEMENTS AT THE CROSSING.

b. If the COJ utilizes persons other than its own employees to construct, maintain or remove the Storm Drainage Improvements, the COJ shall require its Contractor who is constructing, maintaining or removing the Storm Drainage Improvements to provide the insurance specified in the Railroad's then-current-standard Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property. A sample of Railroad's standard Contractor's Right-of-Entry Agreement is attached hereto and identified as **Exhibit B**.

ARTICLE 6. [RESERVED]

ARTICLE 7. TERMINATION

The COJ reserves the right to cancel this Agreement for any reason and at any time prior to the start of the Project.

ARTICLE 8. [RESERVED]

ARTICLE 9. EXISTING AGREEMENTS

It is agreed that this Agreement supersedes and cancels, effective as of the beginning of installation of the Storm Drainage Improvements in Railroad's right-of-way, all earlier unrecorded agreements with respect to the construction, maintenance, use and removal of culvert pipes under Railroad's track at the site of the Project, provided, however, that COJ shall maintain the RCB as elsewhere described herein.

ARTICLE 10. RESPONSIBLE FOR ITS OWN ACTIONS

The Parties hereto each acknowledge that no Party is an agent, servant, or employee of the other Party, and each Party is responsible for its own acts and deeds and those of its contractors, agents, representatives, and employees during performance of contract work.

ARTICLE 11. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The COJ shall contact the Railroad in writing at least three weeks prior to start of any work on the Storm Drainage Improvements at the Crossing at the address as stated in Article 26 of this Agreement to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Project. The Railroad will make available to the COJ or its contractor such information as is reasonably available to the Railroad about the location of fiber optic cables on the Railroad's premises to be used by the Project, but all such information is provided WITHOUT ANY WARRANTY WHATSOEVER as to its completeness or correctness. The COJ and its Contractor shall also use existing utility location services. The COJ and its Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

ARTICLE 12. LIMITED ACCESS

The COJ hereby agrees that during the construction of the Project it will keep its employees, material, and machinery within the defined area of the premises unless otherwise specified in **Exhibit A**. There shall be no crossings of the Railroad's tracks except at existing, open, and public crossings, or at locations mutually agreed upon in writing by the COJ and the Railroad.

ARTICLE 13. TRANSFER

The Parties hereto shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the other Party, and it is agreed that any transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the non-transferring Party, shall terminate this Agreement.

ARTICLE 14. NOTIFICATION

The COJ agrees to notify the Railroad in writing when all Project work on the Railroad's right-of-way is complete.

ARTICLE 15. [RESERVED]

ARTICLE 16. CONDITIONS

If in the future, the Railroad provides written justification to the COJ that fencing is needed at the Project site to maintain the safety of rail and storm drainage conveyance operations, the COJ shall provide for the installation and maintenance of said fencing, in accordance with the Railroad's standards.

ARTICLE 17. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, each Party shall furnish the other Party with satisfactory proof of this compliance. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to the Railroad because of its status as a common carrier regulated by the federal government.

These Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 29 CFR Section Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Article 18. [RESERVED]

ARTICLE 19. [RESERVED]

ARTICLE 20. [RESERVED]

ARTICLE 21. [RESERVED]

ARTICLE 22. [RESERVED]

ARTICLE 23. [RESERVED]

ARTICLE 24. LEGAL CONSTRUCTION

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such

invalid or unenforceable provision was omitted. This Agreement shall be interpreted under the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in state or federal courts in the State of Missouri.

ARTICLE 25. SIGNATORY WARRANTY

Each signatory warrants that the signatory has the necessary authority to execute this Agreement on behalf of the entity represented.

ARTICLE 26. NOTICES

For the purposes of this Agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the City of Joplin
Attn: David Hertzberg, P.E.
Director of Public Works
City of Joplin
Engineering Department
602 S. Main St.
Joplin, MO 64801
Ph: (417) 624-0820
Email: dhertzbe@joplinmo.org

For The Kansas City Southern Railway Company
Vice President/Chief Engineer
The Kansas City Southern Railway Company
427 West 12th Street, Kansas City, MO 64105
Attn: Sri Honnur, P.E.
Track and Bridge Construction Director
Ph: 816-983-1138
Email: SHonnur@KCSouthern.com

IN WITNESS WHEREOF, the COJ and the Railroad have executed duplicate counterparts of this Agreement for this Project on the dates indicated below.

THE CITY OF JOPLIN

By: _____ Date: _____

Name and Title: Sam Anselm, City Manager

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By_____ Date: _____

Name and Title: Srikanth Honnur, P.E., Track and Bridge Construction Director

Exhibit A

Project Prints

GENERAL NOTES:

KCS R.O.W. CONSTRUCTION:
ALL CONSTRUCTION PERFORMED WITHIN THE KCS R.O.W. EXCLUDING THE CONSTRUCTION OF HEADWALLS, FINAL GRADING, EROSION CONTROL, AND CLEANUP EFFORTS SHALL BE PERFORMED BY A KCS APPROVED CONTRACTOR AND/OR SUB-CONTRACTOR. ALL WORK DESIGNATED TO BE PERFORMED WITHIN KCS R.O.W. SHALL BE DONE IN ACCORDANCE TO KCS SPECIFICATIONS AND GUIDELINES. THE CONTRACTOR/SUB-CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING ALL WORK PERFORMED MEETS KCS STANDARDS.

NO WORK SHALL BEGIN UNTIL A WRITTEN NOTICE TO PROCEED IS GIVEN BY KCS.

KCS APPROVAL:
A LIST OF APPROVED CONTRACTORS CAN BE OBTAINED BY CONTACTING KCS AT 816-983-1138 OR SHONNUR@KCSOUTHERN.COM

ONLY KCS APPROVED MATERIAL SHALL BE USED. ANY SALVAGED MATERIAL AS DETERMINED BY KCS SHALL BE STOCKPILED AT A SITE DESIGNED BY KCS.

SCHEDULING:
CONTRACTOR SHALL NOTIFY KCS NO LATER THAN 30 DAYS IN ADVANCE OF THE SCHEDULED DATE FOR CONSTRUCTION TO BEGIN.

RAILROAD FLAGGING:
THE CONTRACTOR SHALL OBTAIN RAILROAD FLAGGING PRIOR TO ENTERING KCS R.O.W. FLAGGING SHALL ALSO BE OBTAINED WHEN ANY EQUIPMENT HAS A POTENTIAL TO COME WITHIN 25FT OF TRACKS. (EX. BOOM EXTENSION ON A TRACK HOE)

RAILROAD FLAGGING SHALL BE PERFORMED ONLY BY KCS APPROVED FLAGGING CONTRACTORS. A LIST OF APPROVED FLAGGING CONTRACTORS WILL BE LISTED IN THE RIGHT OF ENTRY PERMIT.

INSURANCE:
CONTRACTOR SHALL OBTAIN AND PROVIDE PROOF OF INSURANCE PRIOR TO WORKING WITHIN KCS R.O.W.

CONTRACTOR SHALL OBTAIN KCS REQUIRED INSURANCES AS NOTED IN THE RIGHT OF ENTRY PERMIT.

RIGHT OF ENTRY:
CONTRACTOR SHALL OBTAIN KCS RIGHT OF ENTRY PERMIT BY CONTACTING KCS PERMITTING AGENT JONES LANG LASALLE PRIOR TO ENTERING THE KCS R.O.W. ALL PERMIT FEES ASSOCIATED WITH OBTAINING THE RIGHT OF ENTRY SHALL BE PAID BY THE CONTRACTOR.

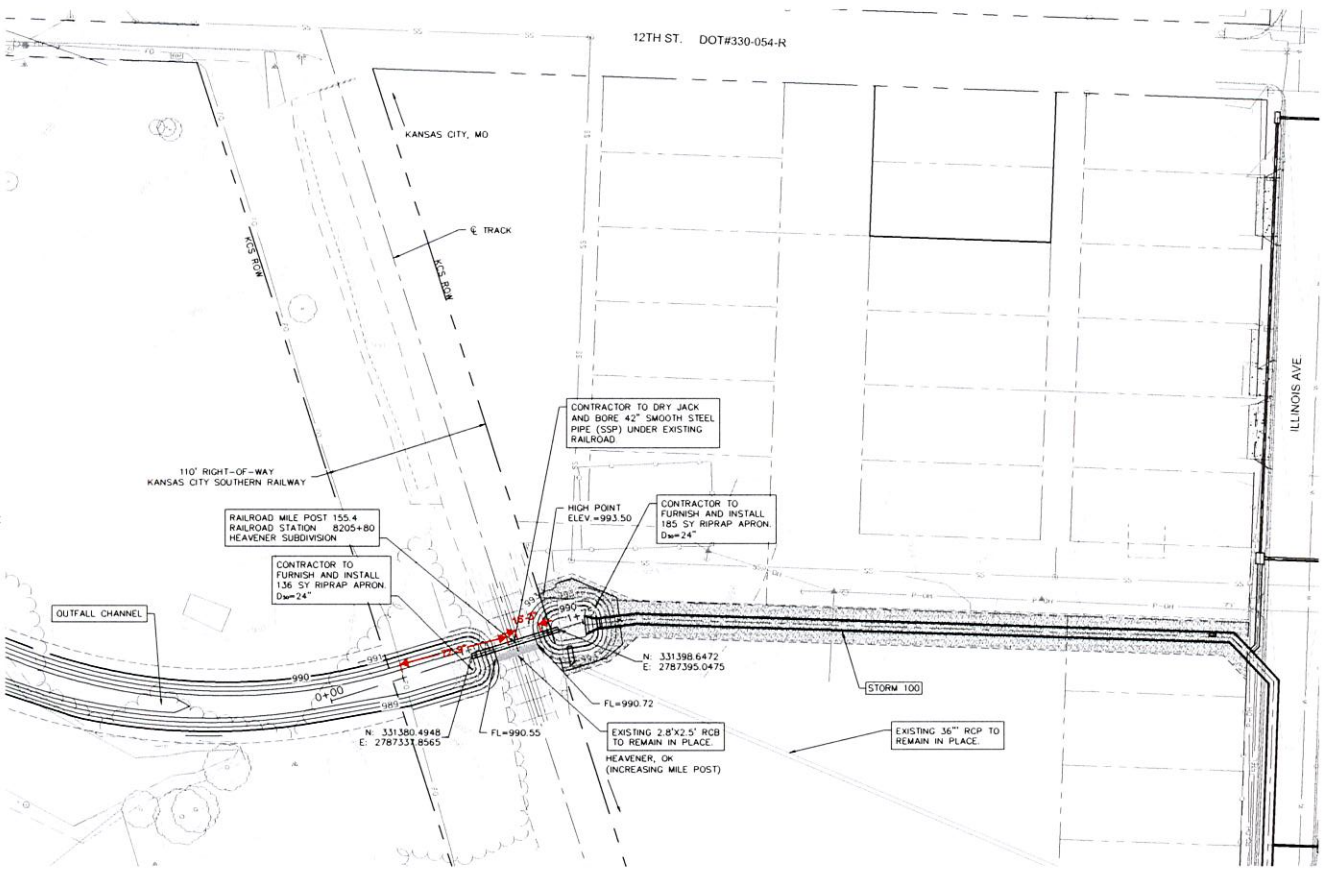
KANSAS CITY SOUTHERN RAILWAY CONTACTS:

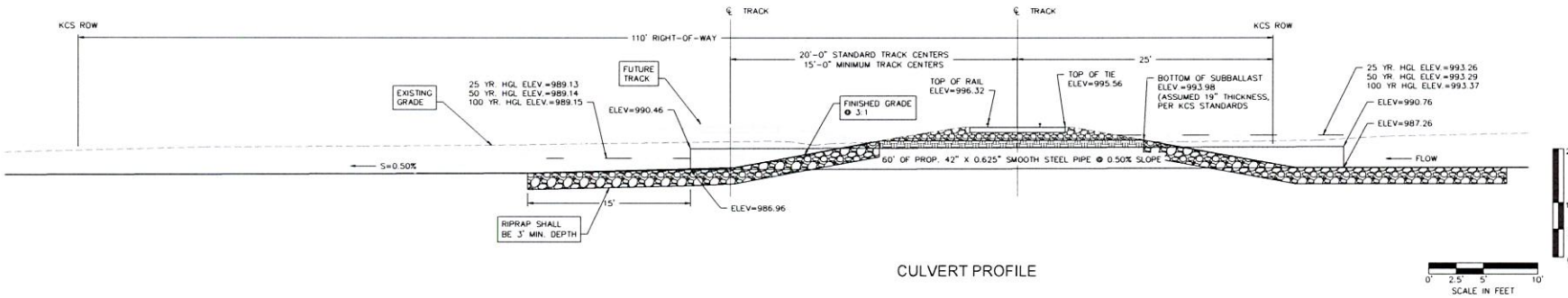
SRI HONNUR, P.E.
TRACK AND BRIDGE CONSTRUCTION DIRECTOR
421 W. 12TH STREET
KANSAS CITY, MO 64105
PH: 816-983-1138
SHonnur@KCSouthern.com

DENNIS CASE
PERMIT MANAGER, JONES LANG LASALLE
3017 LOU MENK DRIVE, SUITE 100
FORT WORTH, TX 76131
PH: 817-230-2614
dennis.case@am.jll.com

N

0' 20' 40' 80'
SCALE IN FEET





CULVERT PROFILE

OLSSON ASSOCIATES
Olsson Associates Engineering MO State Certificate of Authority #001592
7145 Main Street
Joplin, MO 64801
TEL: 417.206.8000
FAX: 417.206.8030
www.olssonassociates.com

JOPLIN, MO
JET JOINT ENGINEERING TEAM

90% PLANS NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

RAILROAD IMPROVEMENTS
PLAN AND PROFILE

STORM PROJECT #12
CITY OF JOPLIN

JOPLIN, MISSOURI

2017

drawn by	CRL
designed by	NWM
checked by	NWM
project no.	016-3354
drawing no.	W_RAIL01_63354
date	12.21.2017

SHEET
27 of 46

DWG: F:\2016\3001-3500\016-3354\40-Design\AutoCAD\Final Plans\Sheets\WRS\DWG\W_RAIL01_63354.dwg USER: cuttrell
DATE: Dec 22, 2017 9:26am XREFS: W_PBASE_63354 X_BOU_63353
W_PBASE_63354 X_BOU_63354
V_TOPO_63354

Exhibit B

Example of Railroad's Contractor Right-of-Entry Agreement

SAMPLE

EXHIBIT "B"

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
427 West 12th Street
Kansas City, Missouri 64105-1403

Right-of-Entry Agreement Process Instructions

How to apply:

In an effort to effectively facilitate the Right-of-Entry agreement process, The Kansas City Southern Railway Company ("KCS") partnered with JLL who is committed to provide professional permitting services. This application is designed to collect all of the information required to apply for a Right-of-Entry agreement with KCS through JLL. If applying online, this application will allow you to upload required documents, and provide a shorter cycle time. You may also return to this application website to monitor the application status.

If you complete your application online, you will be prompted to upload required documents and make online payment for the processing fee as defined below.

If you cannot complete your application online, complete the application, print and mail with the following. Note that this process may cause delays in processing the application.

Complete the application, submit/print and, if mail, with the following:

- $1,000 non-refundable processing fee made payable to JLL. KCS requires the processing fee be sent with the application or it will be returned. **This processing fee does not include any fees for permit fee, insurance, or flagging. Payment of all additional fees is due prior to any construction.**
- Plans and aerial of the work area, shoring plans and calculations, location plan, construction sequence plans, etc.

TO: Sylvia Schmidt – Senior Permit Manager
JLL – Rail Practice Group
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Phone: (817) 230-2688 or Melissa Leal at (817) 230-2614
Email: sylvia.schmidt@am.jll.com or melissa.leal@am.jll.com

Process & Requirements:

1. If the information is not complete or is incorrect, it will delay the Right-of-Entry agreement process.
2. Once the application package is received by JLL, it will be forwarded to KCS for review and approval. Ensure all information provided is accurate as it will be used to prepare the agreement.
3. Once KCS approves the application, an agreement will be prepared and emailed to Contractor for original signature. If application is not approved, Contractor will be notified in writing with reason/s for disapproval.
4. Once Contractor receives agreement, Contractor is to forward two (2) signed original agreements and required insurance to JLL, along with all drawings approved by KCS.
5. Agreements signed by Contractor will be presented to KCS for execution, provided permit fee has been received, and insurance is compliant.
6. If Contractor is working on structure, performing maintenance, or construction, i.e. track repairs or work on structures such as bridges, signals that are on KCS property, Contractor shall require its employees, contractors and subcontractors to be trained and certified in KCS' on-track safety in accordance with the Federal Railroad Administration's Roadway Worker Protection regulations before entering KCS's property from TrackSense, Inc. at 330-847-8661 or Rick Stapleton at 765-623-2306. Inspections and Surveys do not require safety training.
7. When Contractor is on KCS property for whatever reason or has a potential to encroach onto KCS property, a qualified railroad flagman is required. It will be Contractor's responsibility to coordinate in obtaining and paying for the flagman from one of the following KCS approved flagging companies:

Railpros, Inc.		
D.J. Ezell	877-315-0513, X189	dj.ezell@railprosfs.com
Jennifer Kazner	877-315-0513, X116	jennifer.kazner@railprosfs.com
Gabe Medina	877-315-0513, X168	gabe.medina@railprosfs.com
Railroad Protective Services		
Glen Ray Bowman	318-553-3500	grb@rrprotective.com
Dave Shaffer	904-588-3433	drs@rrprotective.com
Jennifer Weithman	904-416-3062	jen@rrprotective.com

8. Once the agreement is executed, arrangements for flagging will be confirmed by JLL. Once confirmed, a copy will be emailed so work can begin and one (1) original will be returned to the Contractor.

9. Average time period for completion of this process is three (3) weeks from the time application is received. Every effort will be made to complete this process in a timely manner.

10. Contractor agrees to notify JLL in writing when work has been completed its work on KCS property.

11. Right-of-Entry Permits are typically valid for six (6) months from the time of execution. If longer duration is required, please note in this application.

Insurance Requirements:

Contractor shall provide, and shall require any subcontractors employed by it in the performance of the work to provide, in addition to any other form of insurance or bond required by statute, insurance of the following kinds and amounts:

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as a Certificate Holder for the following:

- Comprehensive General Liability & Contractual Liability Insurance. $2,000,000 per occurrence and an aggregate of $4,000,000 minimum limits;
- Automobile Liability Insurance. $1,000,000 combined single limit;
- Workers Compensation Insurance. Minimum statutory worker's compensation coverage for all covered employees who are on KCS's property;
- Policy will be endorsed to give 30 day's written notice of its intent to cancel or materially alter to KCS and its Affiliates;
- Commercial General Liability naming KCS and its Affiliates as additional insured;
- Waiver of subrogation in favor of KCS and its Affiliates;
- All policies will be primary to any insurance or self-insurance KCS and its Affiliates may maintain for acts or omissions of Contractor or anyone for whom Contractor is responsible.

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as an Insured for the following:

- Railroad Protective Liability Insurance naming KCS and its Affiliates as insured with $2,000,000 per occurrence and $6,000,000 aggregate. Visit www.123ocp.com to obtain.

These limits are subject to change at any time without notice. An agreement will be provided to Contractor, which contains details concerning insurance requirements.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
427 West 12th Street
Kansas City, Missouri 64105-1403

Application for Right of Entry Agreement

1. Contractor Information:

Contractor: _____

Attn.: _____

Address: _____

City, State, Zip: _____

Phone: _____ Cell: _____

Email: _____

2. Scope of Work:

Project Name: _____

Area to occupy: _____ feet by _____ feet

Time Period: From _____(MM/DD/YY) to _____(MM/DD/YY)

Type of work (check all that apply): ☐ Bridge ☐ Road Resurface ☐ Survey ☐ Drainage

☐ Utility ☐ Inspection ☐ Other (specify): _____

_____

_____

Purpose of occupancy and type of work to be done (be specific and detailed; add separate sheet if needed):

_____

_____

_____

3. Location:

City: _____, Parish/County _____, State _____

Section _____ Township _____ Range _____

DOTD#: _____ (see below)

To obtain DOTD#: (http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx)

KCS Subdivision _____ Distance from centerline of nearest street: _____

Latitude: _____ Longitude: _____

KCS Mile Post _____ + _____ feet

If parallel, closest perpendicular distance from centerline of track:

KCS Mile Post Beginning: _____ + _____ feet and KCS Mile Post Ending _____ + _____ feet

If spur, distance from point of switch _____ feet

Is work to be performed within 25' of tracks ☐ Yes ☐ No

Will a crossing be required? ☐ Yes (additional review time and fees may apply) ☐ No

If yes, at what Mile Post location? _____ + _____ feet

I/We submit this Right-of-Entry Permit application for your approval for work as described in this application.

By submitting this application, I/we understand that KCS is under no obligation to grant this request and KCS may deny this request for any reason, including but not limited to safety and engineering considerations and operating convenience.

I/We understand that submission of this application does not authorize permanent occupancy on KCS property.

By typing/signing below and submitting this application, I/we agree to all of the terms and conditions of this application and agree to pay all fees defined for this work associated with this application.

Signature: _____

Print Name: _____

Title: _____

Date: _____

GENERAL NOTES:

KCS R.O.W. CONSTRUCTION:
ALL CONSTRUCTION PERFORMED WITHIN THE KCS R.O.W. EXCLUDING THE CONSTRUCTION OF HEADWALLS, FINAL GRADING, EROSION CONTROL, AND CLEANUP EFFORTS, SHALL BE PERFORMED BY A KCS APPROVED CONTRACTOR AND/OR SUB-CONTRACTOR. ALL WORK DESIGNATED TO BE PERFORMED WITHIN KCS R.O.W. SHALL BE DONE IN ACCORDANCE TO KCS SPECIFICATIONS AND GUIDELINES. THE CONTRACTOR/SUB-CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING ALL WORK PERFORMED MEETS KCS STANDARDS.

NO WORK SHALL BEGIN UNTIL A WRITTEN NOTICE TO PROCEED IS GIVEN BY KCS.

KCS APPROVAL:
A LIST OF APPROVED CONTRACTORS CAN BE OBTAINED BY CONTACTING KCS AT 816-983-1138 OR SHONNUR@KCSOUTHERN.COM

ONLY KCS APPROVED MATERIAL SHALL BE USED. ANY SALVAGED MATERIAL AS DETERMINED BY KCS SHALL BE STOCKPILED AT A SITE DESIGNED BY KCS.

SCHEDULING:
CONTRACTOR SHALL NOTIFY KCS NO LATER THAN 30 DAYS IN ADVANCE OF THE SCHEDULED DATE FOR CONSTRUCTION TO BEGIN.

RAILROAD FLAGGING:
THE CONTRACTOR SHALL OBTAIN RAILROAD FLAGGING PRIOR TO ENTERING KCS R.O.W. FLAGGING SHALL ALSO BE OBTAINED WHEN ANY EQUIPMENT HAS A POTENTIAL TO COME WITHIN 25FT OF TRACKS. (EX. BOOM EXTENSION ON A TRACK HOE)

RAILROAD FLAGGING SHALL BE PERFORMED ONLY BY KCS APPROVED FLAGGING CONTRACTORS. A LIST OF APPROVED FLAGGING CONTRACTORS WILL BE LISTED IN THE RIGHT OF ENTRY PERMIT.

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CONTRACTOR SHALL OBTAIN AND PROVIDE PROOF OF INSURANCE PRIOR TO WORKING WITHIN KCS R.O.W.

CONTRACTOR SHALL OBTAIN KCS REQUIRED INSURANCES AS NOTED IN THE RIGHT OF ENTRY PERMIT.

RIGHT OF ENTRY:
CONTRACTOR SHALL OBTAIN KCS RIGHT OF ENTRY PERMIT BY CONTACTING KCS PERMITTING AGENT JONES LANG LASALLE PRIOR TO ENTERING THE KCS R.O.W. ALL PERMIT FEES ASSOCIATED WITH OBTAINING THE RIGHT OF ENTRY SHALL BE PAID BY THE CONTRACTOR.

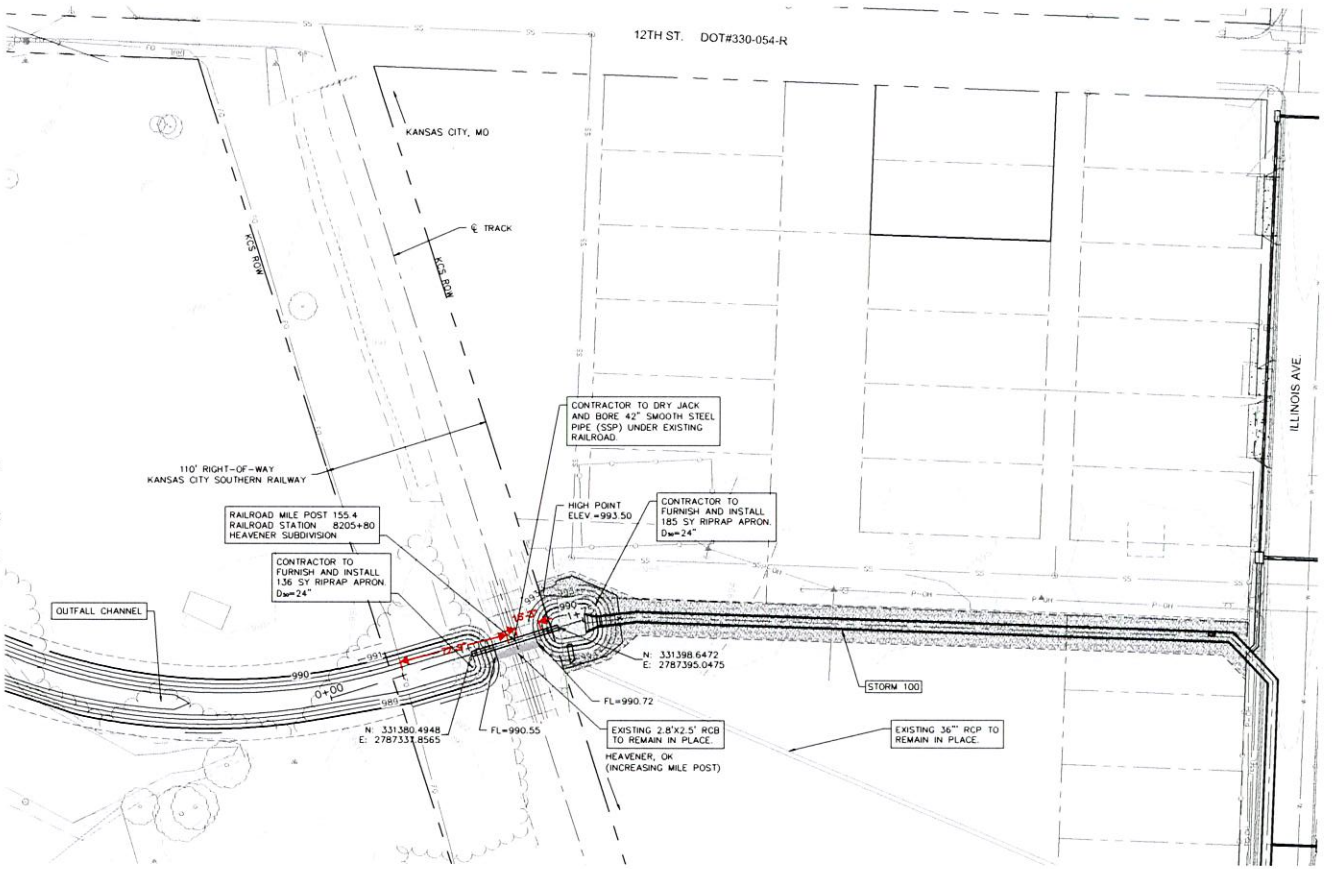
KANSAS CITY SOUTHERN RAILWAY CONTACTS:

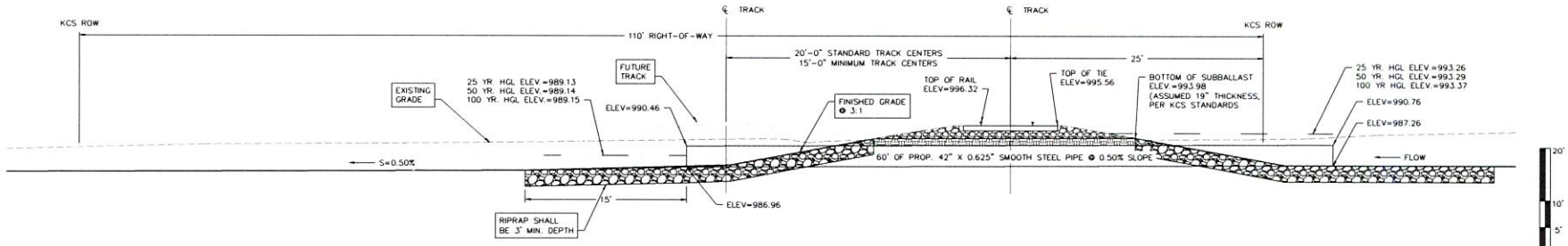
SRI HONNUR, P.E.
TRACK AND BRIDGE CONSTRUCTION DIRECTOR
421 W. 12TH STREET
KANSAS CITY, MO 64105
PH: 816-983-1138
SHonnur@KCSouthern.com

DENNIS CASE
PERMIT MANAGER, JONES LANG LASALLE
3017 LOU MENK DRIVE, SUITE 100
FORT WORTH, TX 76131
PH: 817-230-2614
dennis.case@am.jll.com

N

0' 20' 40' 80'
SCALE IN FEET





CULVERT PROFILE

OLSSON ASSOCIATES
Olsson Associates Engineering - MO State Certificate of Authority #001392
601 N. Main Street Joplin, MO 64801
FAX 417.206.8900
www.olssonassociates.com

JOPLIN, MO
JET JOINT ENGINEERING TEAM

90% PLANS NOT FOR CONSTRUCTION

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

RAILROAD IMPROVEMENTS
PLAN AND PROFILE
STORM PROJECT #12
CITY OF JOPLIN
JOPLIN, MISSOURI
2017

drawn by	CRL
designed by	NWM
checked by	NWM
project no.	016-3354
drawing no.	W_RAIL01_63354
date	12.21.2017

SHEET
27 of 46

DWG: F:\2016\3001-3500\016-3354\40-Design\AutoCAD\Final Plans\Sheets\WTRS\DWG\W_RAIL01_63354.dwg USER: cluttrell
DATE: Dec 22, 2017 9:26am XREFS: W_PTBLK_63354 X_BOU_63353 X_BOU_63354 W_PBASE_63354 V_TOPO_63354

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018
Council Bill No. 2018-111

Item: Construction Agreement with Dalton-Killinger Construction for the Surface Project 4006.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-111

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with Dalton-Killinger Construction Company in the amount of Three Million Seven Hundred Fifty-Three Thousand Eight Hundred Twenty-Two and 09/100 dollars ($3,753,822.09) for construction of Surface Project 4006, funded through CDBG-DR.

Background: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Surface Project 4006. This project includes replacement of damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps at corners, and street pavement. The area for Surface Project 4006 is from Jackson Avenue to Moffet Avenue and 26th Street to 19th and Byers Avenue to Main Street and 26th Street to 18th Street. This is the fourth of several similar projects in the recovery area that focuses on repairing damaged public infrastructure.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on February 20, 2018 with 5 firms bidding. Dalton-Killinger Construction Company provided the lowest bid which was below the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in Spring of 2019.

Recommendation: City staff recommends approval of a construction agreement with Dalton-Killinger Construction Company in the amount of Three Million Seven Hundred Fifty-Three Thousand Eight Hundred Twenty-Two and 09/100 dollars ($3,753,822.09) for construction of Surface Project 4006 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-111 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction Company for the construction of the Surface Project 4006, in the amount of Three Million, Seven Hundred Fifty-Three Thousand, Eight Hundred Twenty-Two and 09/100 Dollars ($3,753,822.09); 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 agreement by and between the City of Joplin and Dalton-Killinger Construction Company; for the purpose of constructing the Surface Project 4006; in the amount of Three Million, Seven Hundred Fifty-Three Thousand, Eight Hundred Twenty-Two and 09/100 Dollars ($3,753,822.09), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. 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 Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

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 CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

Surface Project 4006

City of Joplin, Missouri

CDBG Project No: B-13-MS-29-0001

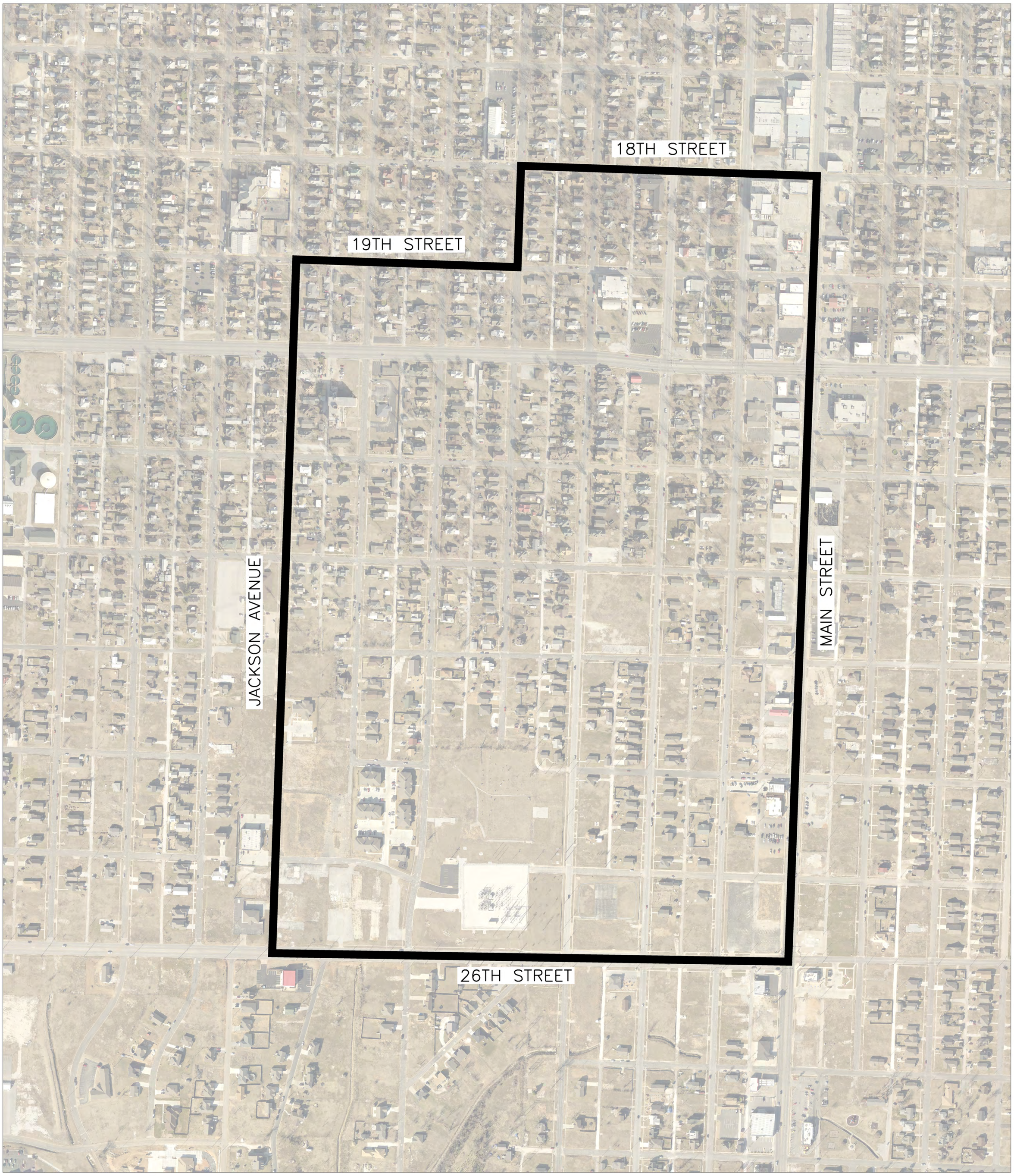
Bids Received: February 20, 2018 at 2:00 p.m.

Bids Tabulated By: JWB

Bids Checked By:

COMPANY	BID	APPARENT LOW
Engineers Estimate	$ 4,573,310.24	
Dalton-Killinger Const. Co.	$ 3,753,822.09	YES
Emery Sapp & Sons, Inc.	$ 4,199,040.55	NO
A-Y-1, LLC	$ 4,698,592.69	NO
D&E Plumbing & Heating	$ 4,861,719.96	NO
Branco Enterprises, Inc.	$ 5,266,261.50	NO

Corrected mathematical error



N

N.T.S.

		REV. NO.	DATE	REVISIONS DESCRIPTION	EXHIBIT 1	JOPLIN, MO STRONGER, SAFER, SMARTER JET JOINT ENGINEERING TEAM	TranSystems
	SURFACE PROJECT 4006 PROJECT AREA						
project no.: P101160400 drawn by: JWB date: 2/22/2018	JOPLIN, MISSOURI 2018	REVISIONS					

AGREEMENT

CITY OF JOPLIN AND DALTON-KILLINGER CONSTRUCTION COMPANY

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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:

SURFACE PROJECT 4006
JACKSON AVENUE TO MOFFET AVENUE AND 26TH STREET TO 19TH STREET
BYERS AVENUE TO MAIN STREET AND 26TH STREET TO 18TH STREET
CDBG-DR GRANT No. B-13-MS-29-0001

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 by April 5th, 2019.

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

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

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the

Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

   As of January 1, 2018, 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 Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

g. **Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the

insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

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

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Million Seven Hundred Fifty Three Thousand Eight Hundred Twenty-Two Dollars and Nine cents ($3,753,822.09) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. **Contractor's Responsibility for Subcontractors**.

   a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

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

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

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel

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

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

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

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,800.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then

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

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

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

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

19. **Liability and Indemnity**.

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

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

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

    d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations

as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

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

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

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

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

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

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

22. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor

done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

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

24. **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 (February 1, 2017 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    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 Million Seven Hundred Fifty Three Thousand Eight Hundred Twenty-Two Dollars and Nine cents ($3,753,822.09), said amount being subject to any approved addenda or change order.

25. **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.
26. **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.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

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

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures

constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

31. **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.

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

    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.

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

Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

35. 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.

36. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

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

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises 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.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. 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;

c. 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.

42. 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.

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

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

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. Authorized Employees. Contractor acknowledges that Section 285.530, 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.

51. 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.

52. City of Joplin 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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: Dalton-Killinger
Construction Company
P.O. Box 607
Joplin, Missouri 64802

By: _____

Printed Name: _____

Title: _____

Date: _____

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

CITY OF JOPLIN, MISSOURI

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

Date: _____

APPROVED AS TO CDBG-DR

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

CLOSING DATE:	2-Mar-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse, Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	312 N. Schifferdecker Ave.

COMPANY	BIDS
B & D Yardbuilders	$5,500.00
Big John's Heavy Equipment	$4,700.00
Jordan Disposal	$5,700.00
Nelson's Enterprises	$3,999.00
Wolf Landscaping	NO BID


COUNCIL BILL 2018-353
312 N. SHIFFERDECKER







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018

Item: COUNCIL BILL NO. 2018-353
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018-353
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning, Development & Neighborhood Service Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 312 N. Schifferdecker Avenue.

Summary: The above listed address was "tagged" as a dangerous building on September 29, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 16, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on March 2, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 5,700.00
Nelson Enterprises	$ 3,999.00
B&D Yardbuilders	$ 5,500.00
Big John's	$ 4,700.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $ 3,999.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 353 ORDINANCE NO.

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 312 N. Schifferdecker Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Three Thousand Nine Hundred Ninety-Nine 00/100 Dollars ($3,999.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 312 N. Schifferdecker Avenue.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 312 N. Schifferdecker Avenue and legally described as:

ALL OF THE SOUTH ONE-HALF OF LOT TWELVE (12) AND ALL OF LOT THIRTEEN (13), BLOCK ONE (1) IN SCHIFFERDECKER PARK ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	2-Mar-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse, Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	1109 S. Indiana Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,800.00
Big John's Heavy Equipment	$4,500.00
Jordan Disposal	$4,000.00
Nelson's Enterprises	$3,199.00
Wolf Landscaping	$8,992.78


COUNCIL BILL 2018-354
1109 INDIANA AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018

Item: COUNCIL BILL NO. 2018-354
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018-354
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning, Development & Neighborhood Service Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1109 S. Indiana Ave.

Summary: The above listed address was "tagged" as a dangerous building on June 27, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 16, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on March 2, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 4,000.00
Nelson Enterprises	$ 3,199.00
B&D Yardbuilders	$ 3,800.00
Big John's	$ 4,500.00
Wolf Landscaping	$ 8,992.78

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $ 3,199.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 354 ORDINANCE NO.

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 1109 S. Indiana Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Ninety-Nine and 00/100 Dollars ($3,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Three Thousand One Hundred Ninety-Nine 00/100 Dollars ($3,199.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1109 S. Indiana Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1109 S. Indiana Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED FORTY-FOUR IN CAMPBELL'S EIGHTH ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

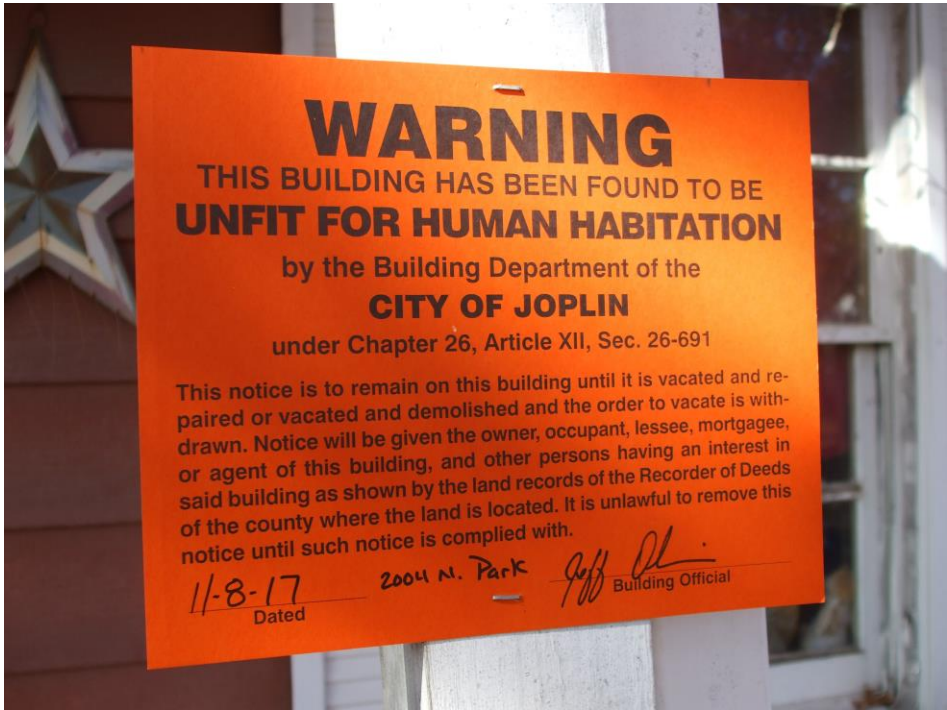
CLOSING DATE:	2-Mar-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse, Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	2004 N. Park Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,000.00
Big John's Heavy Equipment	$3,900.00
Jordan Disposal	$3,150.00
Nelson's Enterprises	$2,499.00
Wolf Landscaping	$5,498.96


2004
COUNCIL BILL 2018-355
2004 N. PARK






WARNING
THIS BUILDING HAS BEEN FOUND TO BE
UNFIT FOR HUMAN HABITATION
by the Building Department of the
CITY OF JOPLIN
under Chapter 26, Article XII, Sec. 26-691
This notice is to remain on this building until it is vacated and repaired or vacated and demolished and the order to vacate is withdrawn. Notice will be given the owner, occupant, lessee, mortgagee, or agent of this building, and other persons having an interest in said building as shown by the land records of the Recorder of Deeds of the county where the land is located. It is unlawful to remove this notice until such notice is complied with.
11-8-17
Dated
2004 N. Park
Building Official

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018

Item: COUNCIL BILL NO. 2018-355
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018-355
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning, Development & Neighborhood Service Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 2004 N. Park.

Summary: The above listed address was "tagged" as a dangerous building on November 8, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 16, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on March 2, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 3,150.00
Nelson Enterprises	$ 2,499.00
B&D Yardbuilders	$ 3,000.00
Big John's	$ 3,900.00
Wolf Landscaping	$ 5,498.96

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $ 2,499.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 355 ORDINANCE NO.

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 2004 N. Park in the City of Joplin, Missouri, for Two Thousand Four Hundred Ninety-Nine and 00/100 Dollars ($2,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Two Thousand Four Hundred Ninety-Nine 00/100 Dollars ($2,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2004 N. Park.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2004 N. Park and legally described as:

ALL OF LOT NUMBERED SEVEN IN MID-WAY SUB-DIVISION NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Case 009-18: 1813 W 20th Street – A request to Review the Site Plan for

Curt Frazier, 1813 W 20th Street, Joplin, MO. This Site Plan Review is for completion of our property by adding 11,400 sq. ft. climate control building directly West of our existing climate control building.

Mr. Duncan asked if it comes clear out to the street basically on that property?

Mr. Frazier stated that it comes out to the setback.

Mr. Duncan asked if there were any other questions from the Commissioners. There was not. He also asked if anyone else would like to speak in favor of this case? There was not. Mr. Duncan asked if there was anyone to speak against this case? There was not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. CORTEZ TO APPROVE CASE 009-18, BE FORWARDED TO THE CITY COUNCIL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. KOELKEBECK, AND MS. BRUCKNER-SEARS, VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: March 12, 2018
City Council Meeting: April 2, 2018

STAFF PLANNING REPORT
Site Plan

CASE 009-18 Site Plan Review

NAME OF SITE PLAN Countryside Mini-Storage

LOCATION: 1813 W. 20th St.

APPLICANT: Countryside Self Storage

PRESENT ZONING: C3-PD, Commercial Overlay District

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C3-PD	C3-PD	N.A.	C3-PD
Land Use	Mini-storage	Mini-storage	20th St.	Youth Facility

SUBDIVISION/TRACT:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th St.	Collector	60’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No, ingress/egress will occur through the adjacent and existing mini-storage site. There will be not additional driveways installed that would create a potential traffic hazard.

UTILITIES

Utilities are located on site and have sufficient capacities to serve this proposed development.

FLOOD PLAIN

N.A.

DISCUSSION

The planned (PD) overly district requires the review and approval of the site plan prior to the issuance of a building permit. The site plan submitted for review shows the construction of mini-storage units adjacent to the existing Countryside self-storage facility. The proposed project includes a 11,400 sq. ft. building that includes both climate and non-climate controlled storage units. Ingress/egress will come from the existing Countryside self-storage site. No additional driveways will be located on 20th St. which helps minimize traffic conflicts.

Staff has reviewed the site plan and has determine that it meets the requirements of our zoning code, including, materials used on the front (south) side building eleavation.

Staff recommends approval of Case 009-18.

ENCLOSURES:

Site Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 009-18
Filing: ~~$450.00~~ 500.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

I. **Name of Project:** Countryside Self-Storage Expansion

II. **Location of Project:** 1813 W. 20th Street

III. **Name of Owner:** Maiden Lane Storage, LLC

IV. **Name of Person who Prepared the Site Plan:** Professional Engineering Consultants

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	X	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	X	
C. Name and address of all owners of record of abutting parcels.	X	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures. 0.8 acres	x	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments		

	in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures.	x	
F.	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown.	X	
G.	The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties.	X	
H.	The location, height, size, materials, and design of all proposed signage.	NA	
I.	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas.	X	
J.	The location of all existing and proposed utility systems including:		
	1. sewer lines and manholes;	X	
	2. water lines and fire hydrants;	x	
	3. telephone, cable and electrical systems; and	x	
	4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales.	X	
K.	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable.	X	
L.	Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.)		

	requirements.	X	
M.	Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan.	X	
N.	Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:		
	1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels.	NA	
	2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and	X	
	3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.	NA	
O.	For new construction or alterations to any existing structure, a table containing the following information must be included:		
	1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.;	X	
	2. Maximum number of employees;	NA - 0	

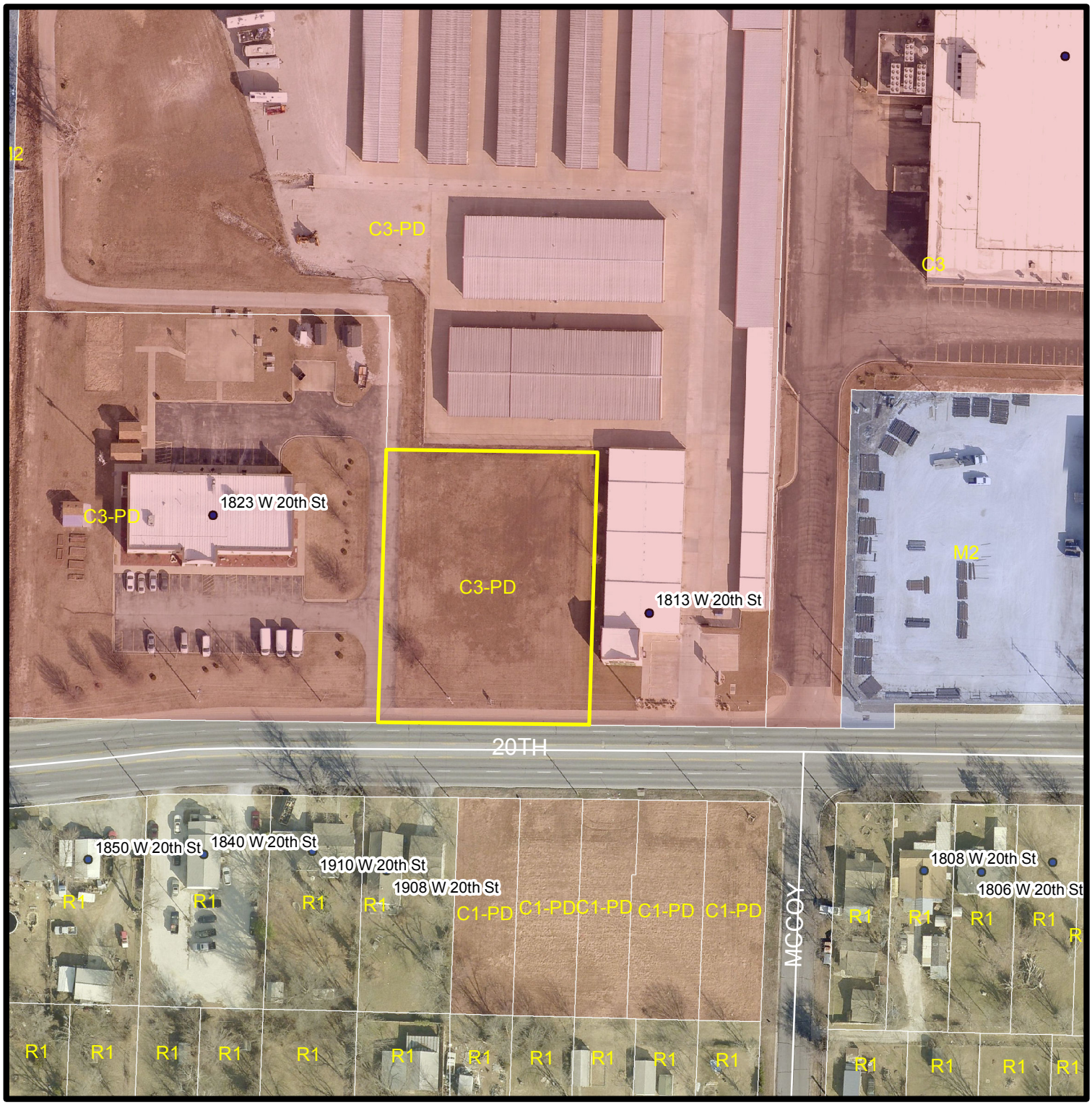
3.	Maximum seating capacity, where applicable;	NA	
4.	Number of parking spaces existing and required for the intended use; and	X	
5.	A landscape plan for improving large areas of paved parking with appropriate landscaping may be required.	X	

SIGNATURE: Curtis L. Frazier

Digitally signed by Curtis L. Frazier
DN: cn=Curtis L. Frazier, o=Mainland Valuation Services, ou=MVS, email=curt@mainlandvaluation.com, c=US

DATE: 2/1/2008

BY: TITLE: Owner / Managing member



Case 009-18: A request to review the site plan for proposed mini-storage units located at 1813 W. 20th St. - Countryside Self-Storage.

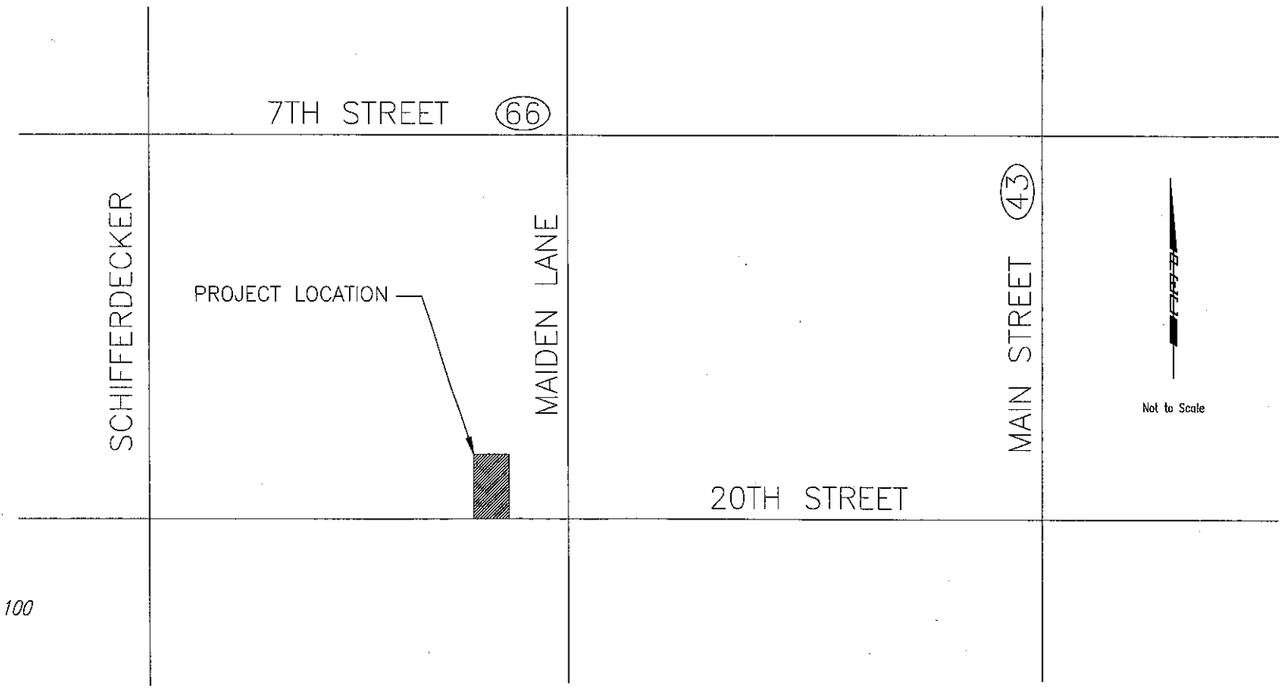
COUNTRYSIDE SELF STORAGE

CONSTRUCTION PLANS

FOR

PHASE V 2018 BUILDING IMPROVEMENTS

JOPLIN, MISSOURI
1813 W. 20TH STREET
PEC PROJ. NO. 335-14E79-5956



Not to Scale

INDEX OF SHEETS

1. TITLE SHEET
2. GENERAL NOTES/SURVEY CONTROL/KEY MAP
3. SITE PLAN
4. GRADING PLAN
5. CONCRETE PAVEMENT JOINT LAYOUT PLAN
6. MISCELLANEOUS DETAILS
7. EROSION CONTROL PLAN
8.–9. EROSION CONTROL AND SEDIMENT BARRIER DETAILS
10. LANDSCAPE PLAN

OWNER

MAIDEN LANE STORAGE
12760 W. 8TH STREET PARKWAY, SUITE 100
LENEXA, KS 66215
(913) 449-0851
c/o CURT FRAZIER

JANUARY 2018

PLANS PREPARED BY

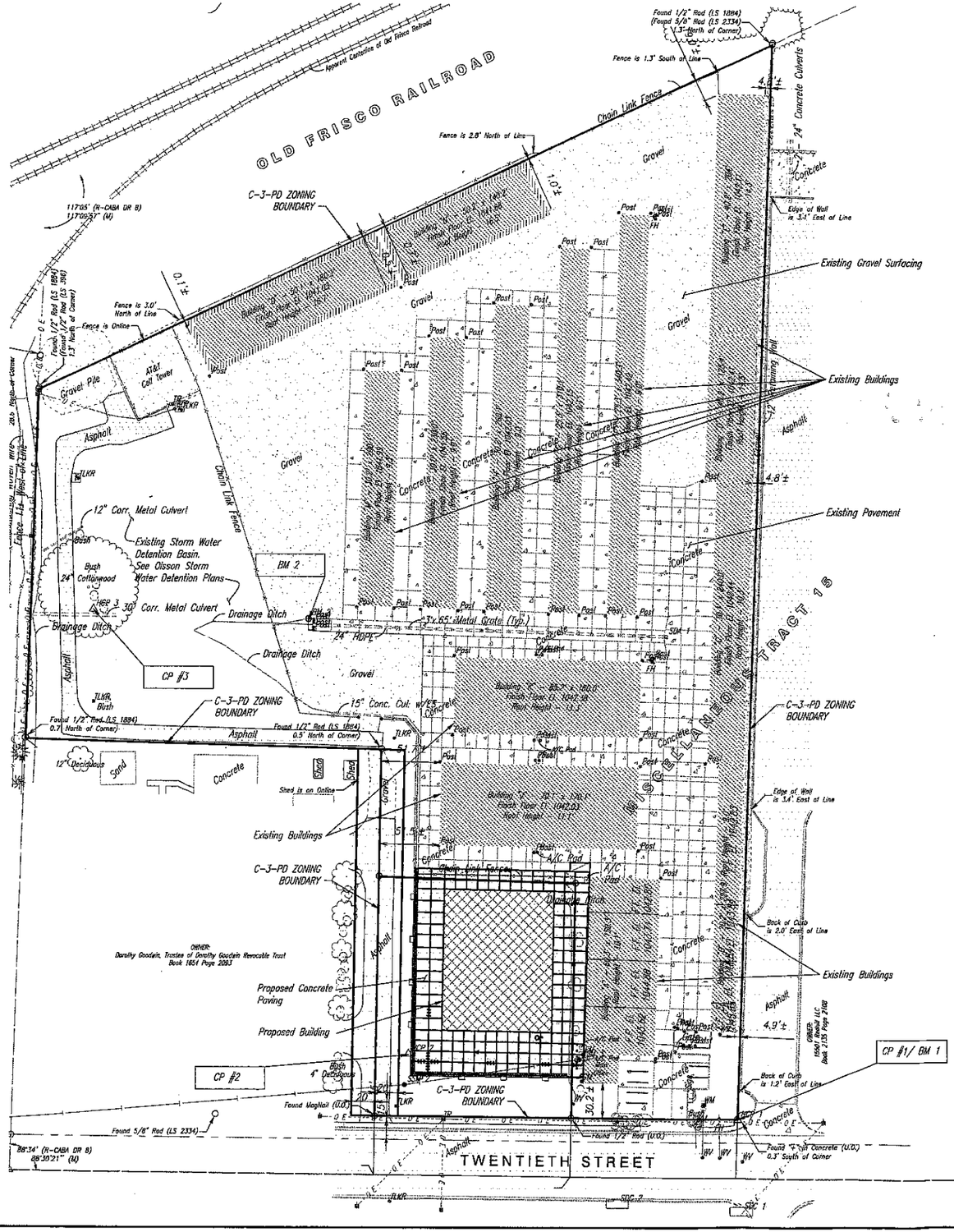
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS
PITTSBURG, KANSAS

STATE OF MISSOURI
MATTHEW BILLINGSLEA
NUMBER PE-2007005009
01/31/2018
PROFESSIONAL ENGINEER

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Saved 01-31-2018 10:56:31 AM by BRS
Plot Scale 1:1 01-31-2018 10:59:12 AM by BRANDON SEWERT
U:\Pittsburg\2014\14E79\000\Work\Drawings\Plan Set\14E79-000_C001-Title Sheet


OLD FRISCO RAILROAD
Apparent Centerline of Old Fence Railroad
117.05' (R-CABA DR 8)
117.09'57" (M)
C-3-PD ZONING BOUNDARY
Found 1/2" Rod (LS 1894) (Found 5/8" Rod (LS 2334) 1.3' North of Corner)
Fence is 1.3' South of Line
Fence is 2.8' North of Line
Chain Link Fence
4.6'± 24" Concrete Culverts
Concrete
Edge of Wall is 3.4' East of Line
Existing Gravel Surfacing
Existing Buildings
Existing Pavement
Fence is 3.0' North of Line
Fence is Online
Gravel Pile
At&t Cell Tower
Asphalt
Gravel
Concrete
Building "A" - 88.3' x 180.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "B" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "C" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "D" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "E" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "F" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "G" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "H" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "I" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "J" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "K" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "L" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "M" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "N" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "O" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "P" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "Q" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "R" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "S" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "T" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "U" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "V" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "W" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "X" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "Y" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "Z" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "AA" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "BB" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "CC" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "DD" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "EE" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "FF" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "GG" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "HH" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "II" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "JJ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "KK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "LL" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "MM" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "NN" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "OO" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "PP" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "QQ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "RR" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "SS" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "TT" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "UU" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "VV" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "WW" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "XX" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "YY" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "ZZ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "AAA" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "BBB" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "CCC" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "DDD" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "EEE" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "FFF" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "GGG" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "HHH" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "III" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "JJJ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "KKK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "LLL" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "MMM" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "NNN" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "OOO" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "PPP" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "QQQ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "RRR" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "SSS" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "TTT" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "UUU" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "VVV" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "WWW" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "XXX" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "YYY" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "ZZZ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "AAAA" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "BBBB" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "CCCC" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "DDDD" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "EEEE" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "FFFF" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "GGGG" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "HHHH" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "IIII" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "JJJJ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "KKKK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "UUUU" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "VVVV" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "JJJJJJJ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "KKKKKKK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "MMMMMMM" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "ZZZZZZZ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "AAAAAAAA" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "CCCCCCCC" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "DDDDDDDD" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "EEEEEEEE" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "FFFFFFFF" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "GGGGGGGG" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "HHHHHHHH" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "IIIIIIII" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "JJJJJJJJ" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "KKKKKKKK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "LLLLLLLL" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "MMMMMMMM" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "OOOOOOOO" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "EEEEEEEEE" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "GGGGGGGGG" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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Building "KKKKKKKKK" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "LLLLLLLLL" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
Building "MMMMMMMMM" - 28.1' x 100.0' Finish Floor El. 1042.28 Roof Height = 13.3'
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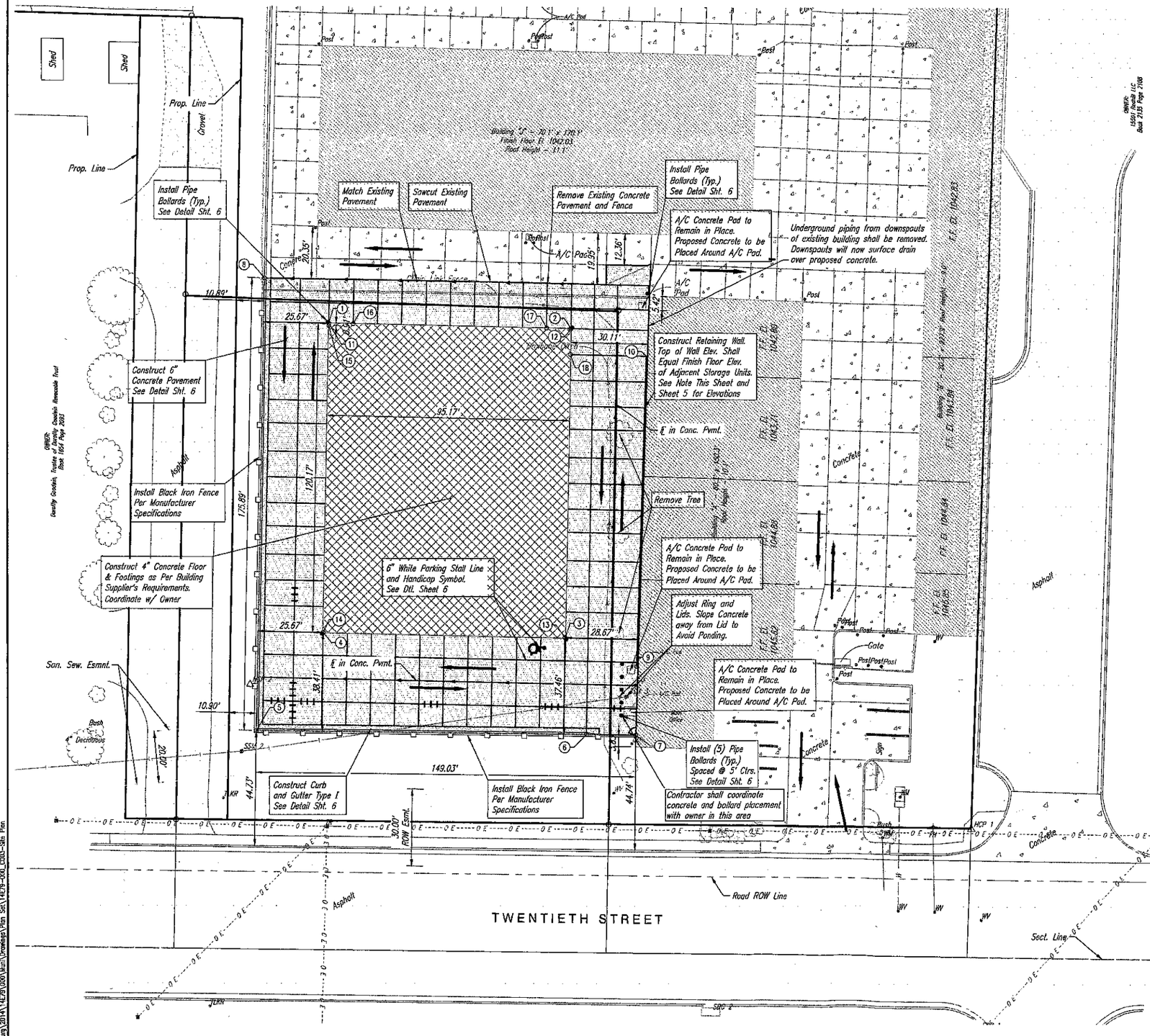

SEE GRADING PLAN SHT. 4

SEE CONCRETE PAVEMENT JOINT LAYOUT PLAN SHT. 5

Retaining Wall shall be designed only after field investigation of existing building footing depth and condition. This may require thickened pavement along the west face of the proposed retaining wall. Contact Engineer with field discovery information.

0 20 40
SCALE: 1" = 20'

PAVING LEGEND

- = PROP. CONCRETE PAVEMENT
- = EX. CONCRETE PAVEMENT
- = PROP. BUILDING ADDITION
- = PROP. CURB AND GUTTER
- = EX. BUILDING
- = EX. GRAVEL SURFACING
- E.J. = EXPANSION JOINT
- L.J. = LONGITUDINAL CONSTRUCTION JOINT
- C.J. = TRANSVERSE CONTRACTION JOINT
- = EX. PAVEMENT JOINT
- TRAFFIC FLOW DIRECTION

Coordinate List

Pt. #	Northing	Easting	Elev.	Desc.
1	329,120.09	2,778,810.40	1042.53	TOP OF PAVEMENT AT BUILDING CORNER
2	329,116.19	2,778,905.55	1042.85	TOP OF PAVEMENT AT BUILDING CORNER
3	328,998.05	2,778,903.15	1044.17	TOP OF PAVEMENT AT BUILDING CORNER
4	328,999.94	2,778,808.01	1044.17	TOP OF PAVEMENT AT BUILDING CORNER
5	328,961.79	2,778,781.58	1043.84	TOP OF CURB
6	328,960.50	2,778,911.36	1045.82	TOP OF CURB
7	328,960.31	2,778,930.59	1045.66	PAVEMENT CORNER
8	329,137.65	2,778,785.08	1041.48	TOP OF CURB
9	328,957.05	2,778,930.96	1045.62	Top of Wall
10	329,107.52	2,778,934.84	1042.80	Top of Wall
11	329,119.99	2,778,810.49	1043.09	Top of Bldg. Slab
12	329,118.10	2,778,905.45	1043.09	Top of Bldg. Slab
13	328,998.14	2,778,903.06	1044.29	Top of Bldg. Slab
14	329,000.03	2,778,808.10	1044.29	Top of Bldg. Slab
15	329,119.18	2,778,810.38	1042.97	Top of Pavement
16	329,119.89	2,778,819.98	1042.97	Top of Pavement
17	329,118.38	2,778,835.97	1042.97	Top of Pavement
18	329,108.11	2,778,905.35	1043.06	Top of Pavement

QUANTITIES

6" Concrete Pavement = 1,575.6 S.Y.
6" Concrete Retaining Wall = 120.5 L.F.
Curb and Gutter = 309.1 L.F.
Black Iron Fence = 320.9 L.F.

BUILDING USE	
DESCRIPTION OF USE	PERCENTAGE OF USE
STORAGE	*100%*

MATTHEW BILLINGSLEA NUMBER PE-2007006509 01/31/2018 PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

SITE PLAN

PHASE V 2018 BUILDING IMPROVEMENTS – MAIDEN LANE STORAGE

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Designed by	JPD	Date	1-31-2018	Sht 3 of 10
Drawn by	ORB/BFS	Job No.	335-14E79-5956	

Saved 01-31-2018 9:35:58 AM by BFS
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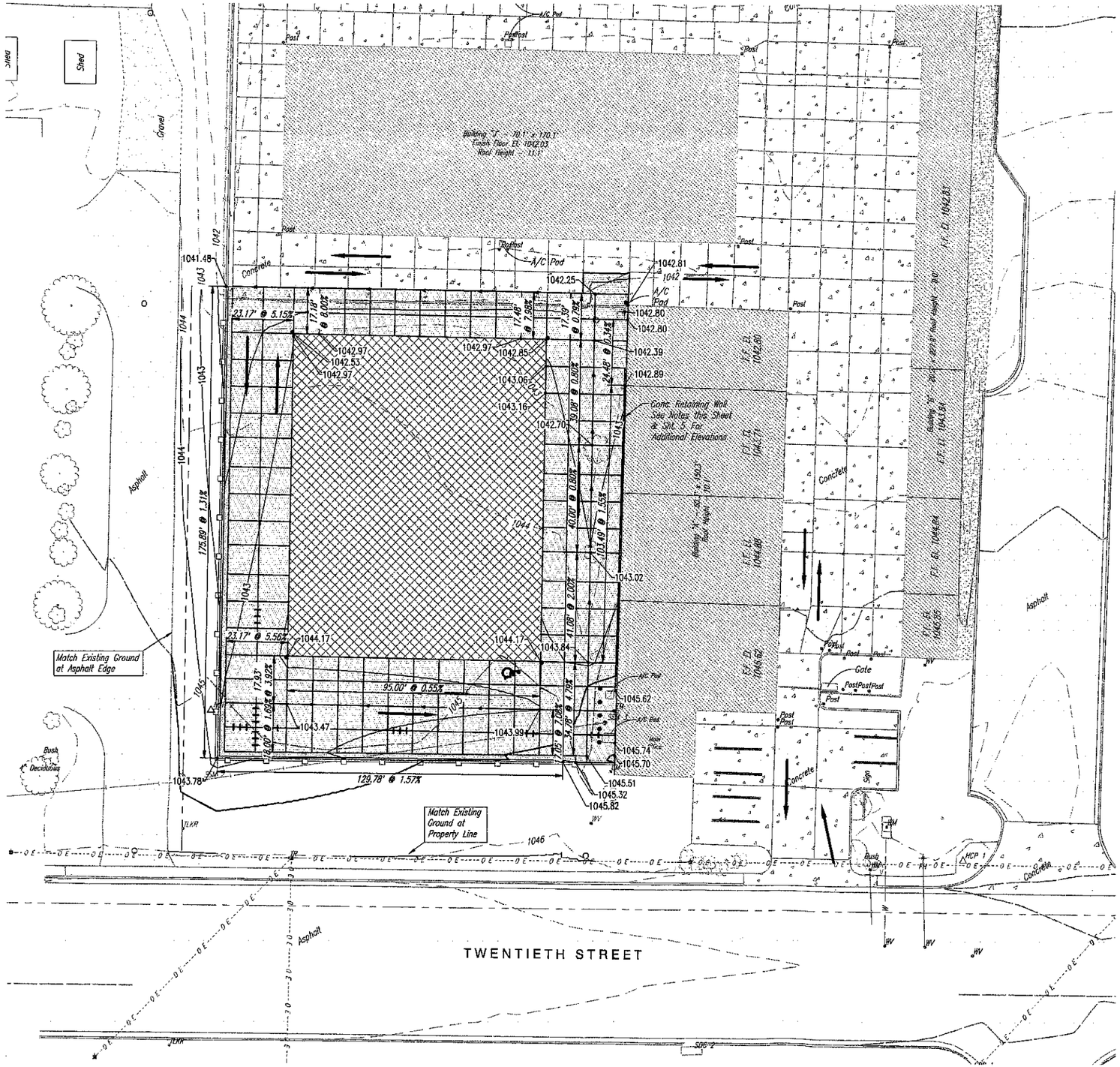
O:\Pittsburg\2018\14E29\000\Main\Drawings\Plan Set\14E79-000_C003-Site Plan



SEE CONCRETE PAVEMENT JOINT LAYOUT PLAN FOR DETAIL ELEVATIONS AND JOINT DIMENSIONS SHT. 5

MATCH TOP OF CONCRETE ELEVATION AT ALL CONCRETE A/C PADS

TOP OF CONC. RETAINING WALL ELEVATION SHALL MATCH FIN. FLOOR ELEVATIONS OF ADJACENT BUILDING "A"

Retaining Wall shall be designed only after field investigation of existing building footing depth and condition. This may require thickened pavement along the west face of the proposed retaining wall. Contact Engineer with field discovery information.

0 20 40
SCALE: 1" = 20'

PAVING LEGEND

	= PROP. CONCRETE PAVEMENT
	= EX. CONCRETE PAVEMENT
	= PROP. BUILDING ADDITION
	= PROP. CURB AND GUTTER
	= EX. BUILDING
	= EX. GRAVEL SURFACING
E.J.	= EXPANSION JOINT
L.J.	= LONGITUDINAL CONSTRUCTION JOINT
C.J.	= TRANSVERSE CONTRACTION JOINT
	= EX. PAVEMENT JOINT
	TRAFFIC FLOW DIRECTION

STATE OF MISSOURI
MATTHEW BILLINGSLEA
NUMBER
PE-2007006009
01/31/2018
PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

GRADING PLAN

PHASE V 2018 BUILDING IMPROVEMENTS - MAIDEN LANE STORAGE

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Designed by	JPD	Date 1-31-2018	Sht 4 of 10
Drawn by	DRB/BFS	Job No. 335-14E79-5956	

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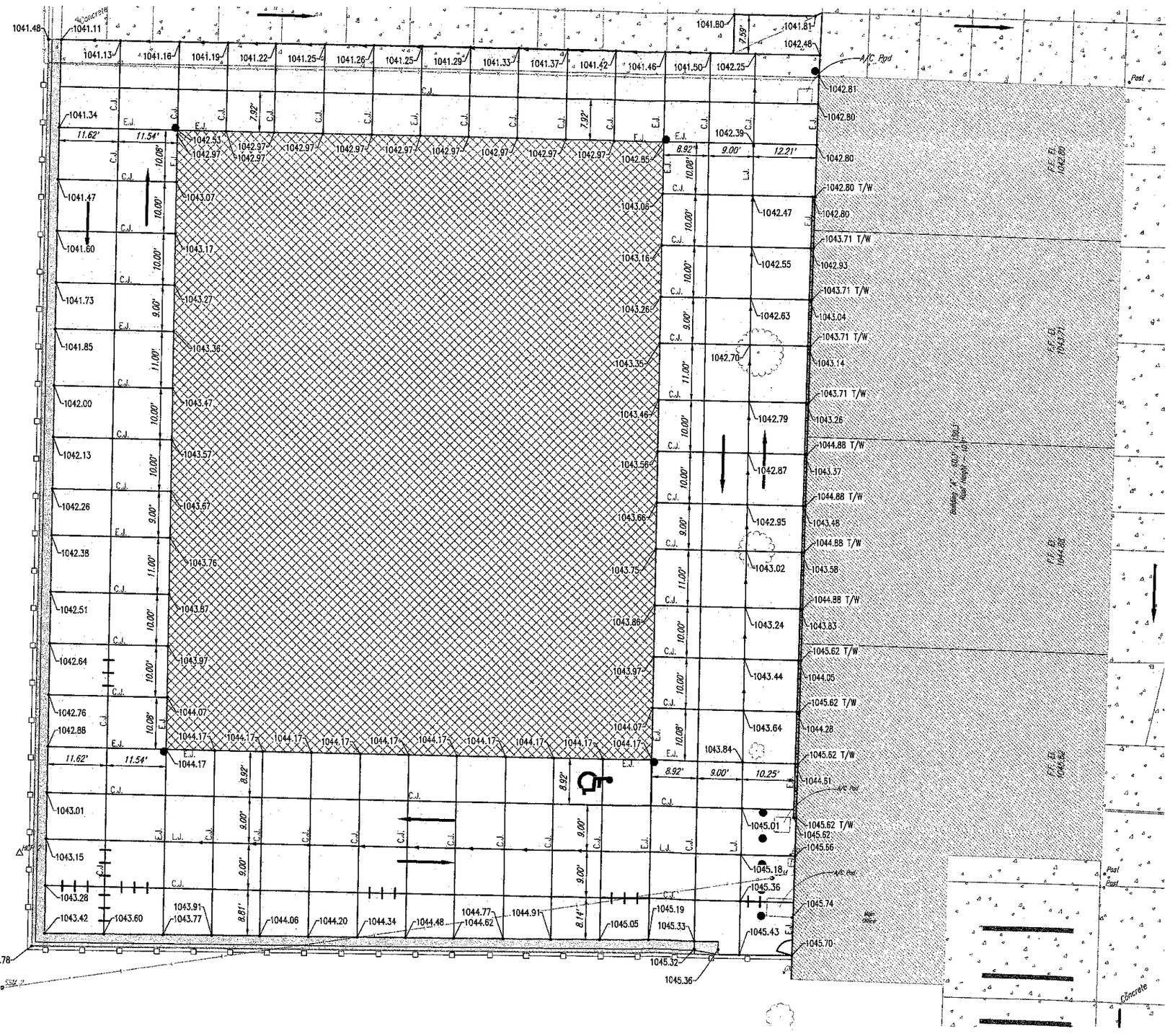

PAVING LEGEND

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- L.J. = LONGITUDINAL CONSTRUCTION JOINT
- C.J. = TRANSVERSE CONTRACTION JOINT
- = EX. PAVEMENT JOINT
- TRAFFIC FLOW DIRECTION

STATE OF KANSAS
MATTHEW BILLINGSLEA
NUMBER
PE-2007005009
01/31/2018
PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

CONCRETE PAVEMENT JOINT LAYOUT PLAN

PHASE V 2018 BUILDING IMPROVEMENTS – MAIDEN LANE STORAGE

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620-235-0195 www.pec1.com

Designed by	JPD	Date 1-31-2018	Sht 5 of 10
Drawn by	DRB/BFS	Job No. 335-14E79-5956	

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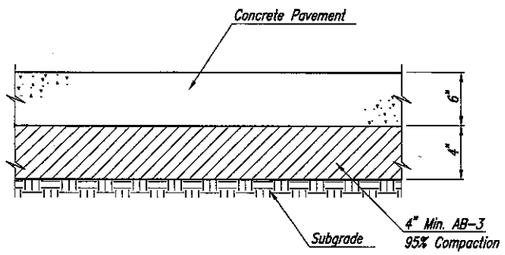
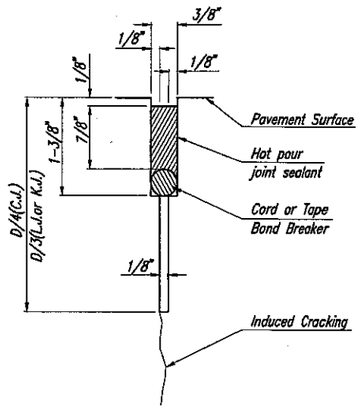
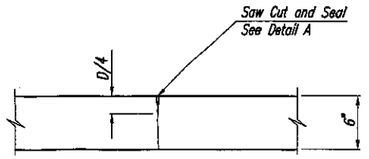
Note:
Concrete For Pavement Shall Contain GRT Polymesh™ or Approved Equal At a Rate Of 1.5 Pounds Per Cubic Yard. Concrete Shall Attain A Minimum Strength Of 4,000 psi At 28 Days.



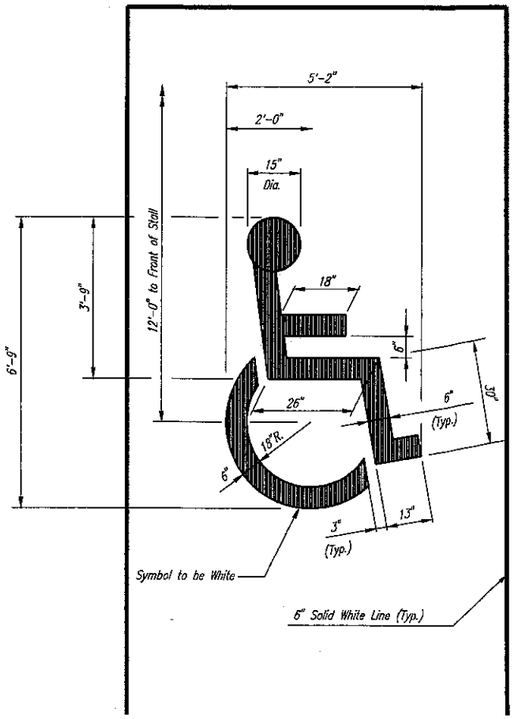
6" CONCRETE PAVEMENT SECTION



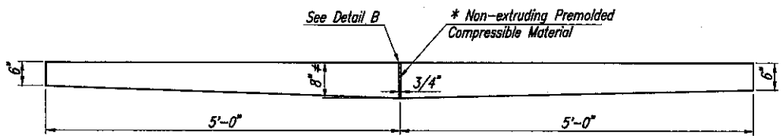
DETAIL A



TRANSVERSE CONTRACTION JOINT DETAIL
UNREINFORCED PAVEMENT
(C.J.)

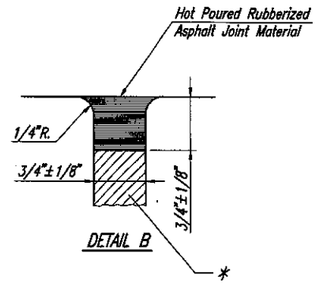


HANDICAP MARKING DETAILS

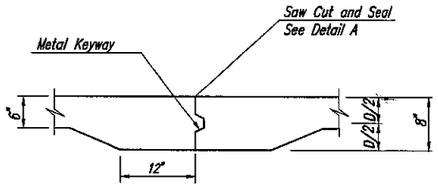


* Additional thickness shall be subsidiary. Expansion joint material shall extend through combined curb and gutter sections.

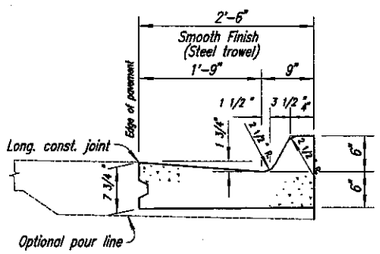
EXPANSION JOINT DETAIL
UNREINFORCED PAVEMENT
(E.J.)



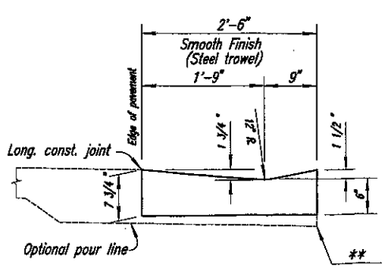
DETAIL B



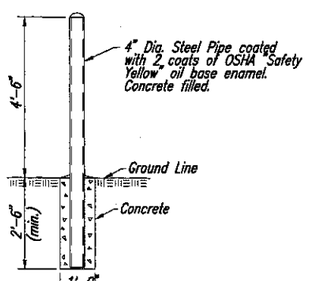
LONGITUDINAL CONSTRUCTION JOINT DETAIL
UNREINFORCED PAVEMENT
(TRANSVERSE SECTION)
(L.J.)



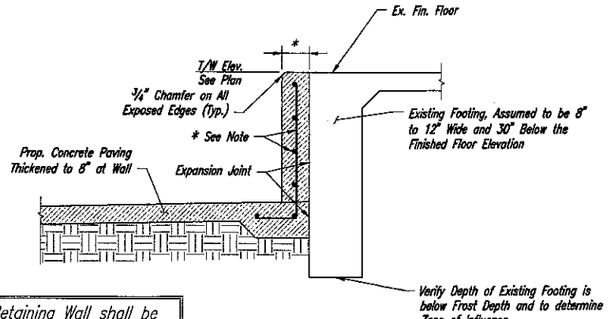
TYPICAL SECTION
COMBINED CURB & GUTTER - TYPE I (2'-6" WIDTH)



TYPICAL SECTION
COMBINED CURB & GUTTER - TYPE II (2'-6" WIDTH)



PIPE BOLLARD DETAIL



* Retaining Wall shall be designed only after field investigation of existing building footing depth and condition. This may require thickened pavement along the west face of the proposed retaining wall. Contact Engineer with field discovery information.

SECTION - RETAINING WALL
SCALE: 3/4" = 1'-0"



COUNTRYSIDE SELF STORAGE

MISCELLANEOUS DETAILS

PHASE V 2018 BUILDING IMPROVEMENTS - MAIDEN LANE STORAGE

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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Designed by	JPD	Date	1-31-2018
Drawn by	DRB/BFS	Job No.	335-14E79-5956

Sht 6 of 10

Saved 01-30-2018 8:52:00 PM by JASON.DICKMAN
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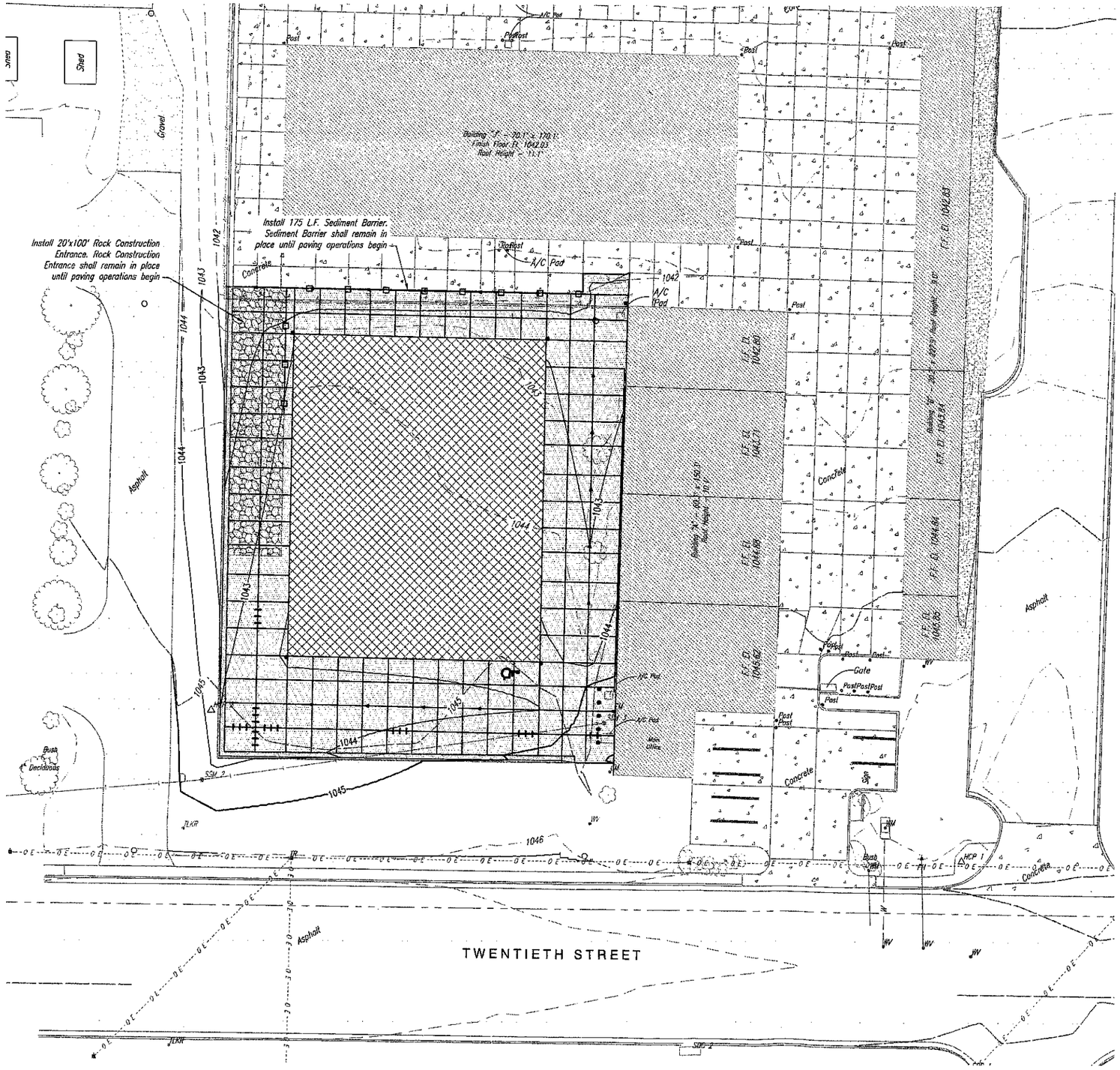

0 20 40

SCALE: 1" = 20'

LEGEND

- Proposed Sediment Barrier
- 1045 Proposed Major Contour
- 1044 Proposed Minor Contour
- ELEV Existing Contour

GENERAL NOTES:

1. THE EROSION CONTROL DEVICES SHOWN ON THIS SITE ARE CONSIDERED MINIMUM STANDARDS. WHENEVER SEDIMENT ENTERS THE STREETS, STORM SEWERS, DITCHES, OR PONDS, CONTRACTOR WILL INSTALL ADDITIONAL DEVICES, AS NEEDED, TO CORRECT THE PROBLEM.
2. THE EROSION CONTROL DEVICES SHOWN HEREON MUST BE IN PLACE AT ALL TIMES DURING CONSTRUCTION UNTIL SUCH TIME AS THE SITE IS REESTABLISHED WITH PAVING OR GRASS. TEMPORARY OR PERMANENT SEED AND MULCH WILL BE INSTALLED IMMEDIATELY WHEN EARTHWORK ACTIVITIES CEASE IN AN AREA FOR 14 DAYS OR MORE.
3. ANY MUD INADVERTENTLY TRACKED ONTO ANY STREET WILL BE CLEANED UP BY THE CONTRACTOR AT THE END OF EACH DAY'S WORK.
4. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL DITCH SLOPES THAT GET DISTURBED. USE CLASS 1 ON SLOPES THAT ARE <=3:1. USE CLASS 2 ON ALL SLOPES THAT ARE >3:1

MATTHEW BILLINGSLEA NUMBER PE-2007000609 01/31/2018 PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

EROSION CONTROL PLAN

PHASE V 2018 BUILDING IMPROVEMENTS – MAIDEN LANE STORAGE

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104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

Designed by	JPD	Date	1-31-2018
Drawn by	DRB/BFS	Job No.	335-14E79-5956

Sht 7 of 10

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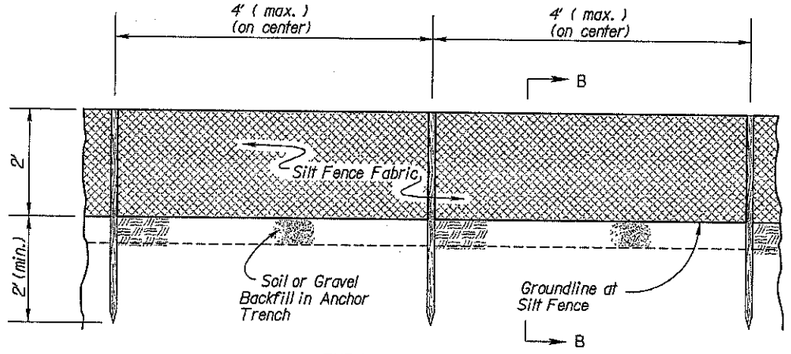
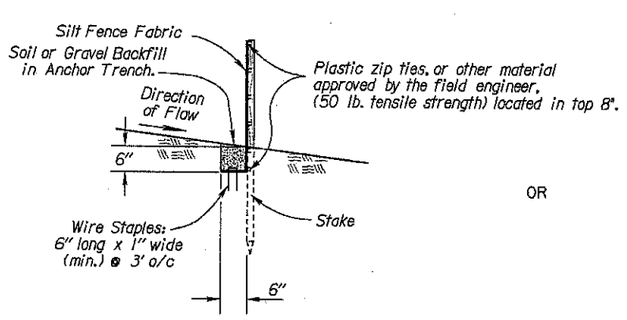


TYPICAL ELEVATION

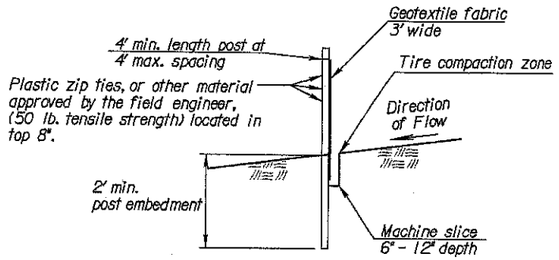
SILT FENCE SLOPE BARRIER

NO SCALE

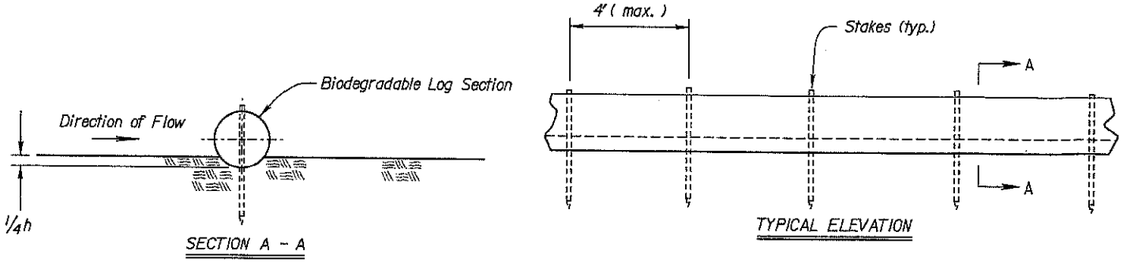


SECTION B-B

OR



SECTION B-B



SECTION A - A

TYPICAL ELEVATION

BIODEGRADABLE LOG SLOPE BARRIER

NO SCALE

INSTALLATION NOTES

SILT FENCE:

1. Stakes shall be 4' (min.) long and of one of the following materials:
   a. Hardwood - 1 3/16" x 1 3/16";
   b. Southern Pine (No. 2) - 2 5/8" x 2 5/8";
   c. Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
   d. Synthetic - same strength as wood stakes.
2. Cross pieces shall be of same material as stakes.
3. Attach fence fabric securely on 6" centers (max.).
4. Use of high flow material is acceptable.
5. Refer to plan sheets to estimate the length of silt fence required.

BIODEGRADABLE LOG BARRIERS

1. Place biodegradable logs tightly together.
2. Wood stakes shall be 2" x 2" (nom.).
3. Wire staples shall be 6" long x 1" wide (min.) and placed on 4' (max.) centers.
4. Refer to plan sheets to estimate length of biodegradable log barriers required.
5. Logs should be keyed into the ground at a minimum of 25% of its height.
6. Length of stakes should be 2 times the height of the log at a minimum.

Biodegradable Logs, Straw Wattles & Sediment Logs

		PRODUCT		
		9" Sediment Log & 9" Straw Wattle (ft)	12" Sediment Log & 12" Straw Wattle (ft)	20" Sediment Log & 20" Straw Wattle (ft)
Slope Gradient	≤4H:1V	40	60	80
	3H:1V	30	45	60
	2H:1V	20	30	40
	1H:1V	10	15	20

9" and 12" material should only be used in areas which have been seeded and mulched. 20" material should be used in all other areas. Deviations should be approved by the Field Engineer.

BIODEGRADABLE LOG MATERIAL		
	LOW FLOW	HIGH FLOW
9"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
12"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
18"-20"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber

GENERAL NOTES

1) The slope barriers shall be placed along contour lines, with a short section turned upgrade at each end of the barrier. The maximum length of the slope barrier shall not exceed 250 feet, and the barrier ends need to be staggered.
2) At culverts, the Silt Fence shall be placed over the culvert, not through the streambed flowline.
3) Barriers damaged by Contractor's negligence, including improper maintenance or lack of maintenance, shall be repaired immediately by Contractor at no additional cost to KDOT.
4) Agricultural products, such as native prairie hay, used for mulching and erosion control practices, excluding wood based mulch, shall meet the North American Weed Free Forage Standards.

STATE OF KANSAS
MATTHEW BILLINGSLEA
NUMBER PE-2007006009
01/31/2018
PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

SEDIMENT BARRIER DETAILS

PHASE V 2018 BUILDING IMPROVEMENTS - MAIDEN LANE STORAGE

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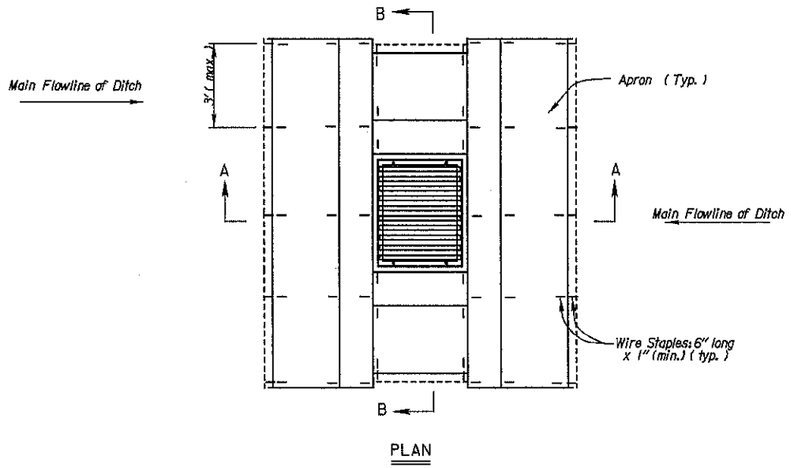
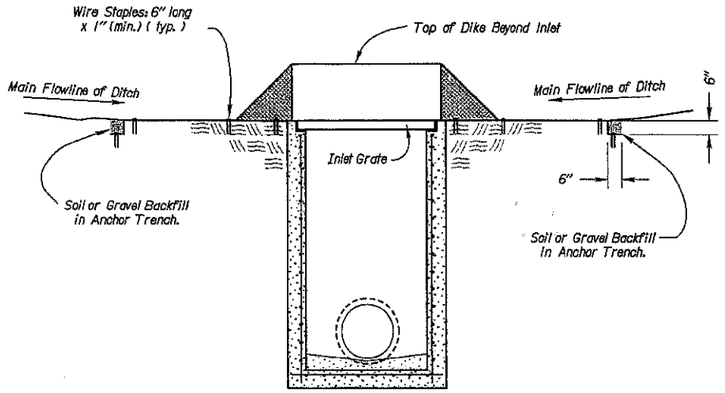


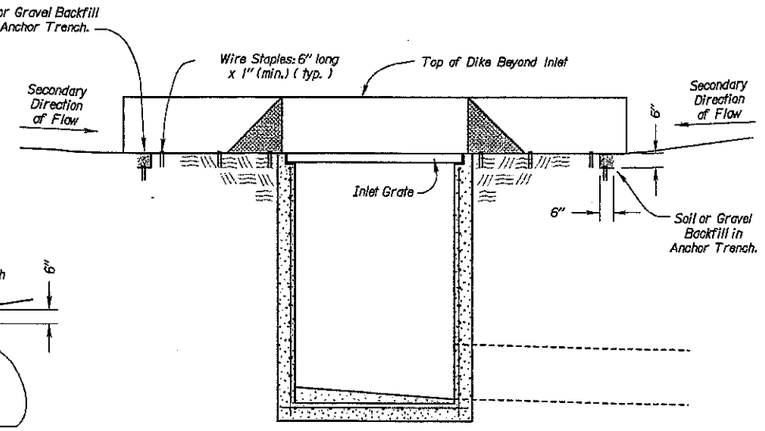
PLAN

TEMPORARY INLET SEDIMENT BARRIER
(TRIANGULAR SILT DIKE METHOD)

NO SCALE



SECTION A - A



SECTION B - B

PLAN

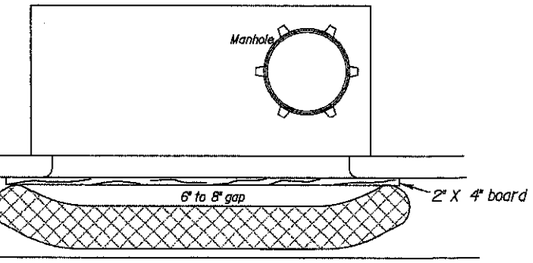
SECTION C - C

TEMPORARY INLET SEDIMENT BARRIER
(SILT FENCE METHOD)

NO SCALE

SILT FENCE:

1. Stakes shall be 4' (min.) long and of one of the following materials:
   a. Hardwood - 1 3/16" x 1 3/16";
   b. Southern Pine (No. 2) - 2 5/8" x 2 5/8";
   c. Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
   d. Synthetic - same strength as wood stakes.
2. Cross pieces shall be of same material as stakes.
3. Attach fence fabric securely on 6" centers (max).
4. Use of high flow material is acceptable.
5. Refer to plan sheets to estimate the length of silt fence required.

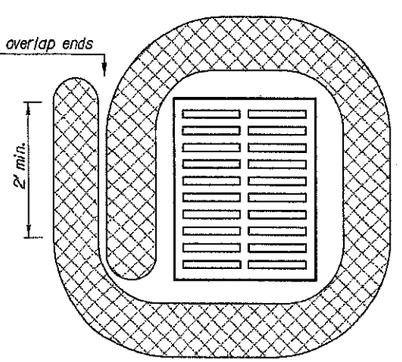


CURB INLET PROTECTION

1. If multiple gravel bags are required, place them in such a way that no gaps are evident.
2. Height of bags (8" minimum diameter) must not be above top of curb.
3. Alternative products may be used other than gravel bags such as the "Gutter Buddy". Products must be approved by the Engineer.
4. Curb inlet protection will be measured and paid for as Filter Sock.

Bags = synthetic net (3mm mesh) or burlap bags

Rock = approximately 1" to 2" diameter



Drop inlet use
1'-6" TO 1'-8" diameter log

Note: 25% of log shall be keyed into ground during installation.

Stake every 4'

BIODEGRADABLE LOG/FILTER SOCK
DROP INLET PROTECTION

Material Requirements
Use 100% shredded mulch or other non-compost biodegradable material as fill for logs.
No compost or fines.
No hay or straw.
Do not use material which prohibits water infiltration.
Log Mesh: Use mesh with 1/4" openings or larger. Mesh must allow water infiltration but also hold fill material in place.

STATE OF KANSAS
MATTHEW BILLINGSLEA
NUMBER PE-2007006009
01/31/2018
PROFESSIONAL ENGINEER

COUNTRYSIDE SELF STORAGE

INLET PROTECTION DETAILS

PHASE V 2018 BUILDING IMPROVEMENTS - MAIDEN LANE STORAGE

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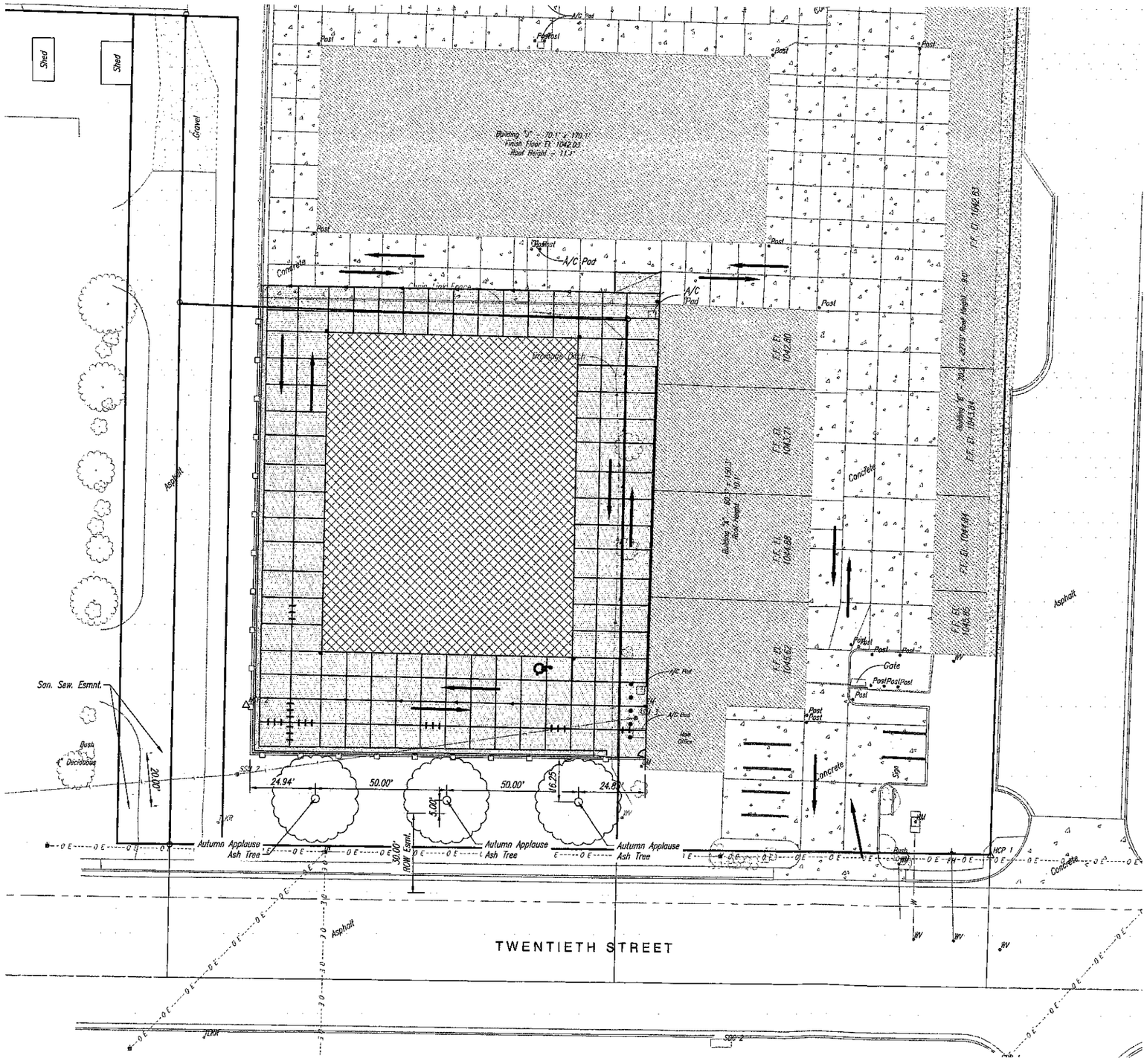
Drawn by	DRB/BFS	Job No.	335-14E79-5856	



0 20 40

SCALE: 1" = 20'

PAVING LEGEND

- = PROP. CONCRETE PAVEMENT
- = EX. CONCRETE PAVEMENT
- = PROP. BUILDING ADDITION
- = PROP. CURB AND GUTTER
- = EX. BUILDING
- = EX. GRAVEL SURFACING
- E.J. = EXPANSION JOINT
- L.J. = LONGITUDINAL CONSTRUCTION JOINT
- C.J. = TRANSVERSE CONTRACTION JOINT
- = EX. PAVEMENT JOINT
- TRAFFIC FLOW DIRECTION

COUNTRYSIDE SELF STORAGE

LANDSCAPE PLAN

PHASE V 2018 BUILDING IMPROVEMENTS – MAIDEN LANE STORAGE

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Designed by	JPD	Date	1-31-2018
Drawn by	DRB/BFS	Job No.	335-14E78-5955

Sht 10 of 10

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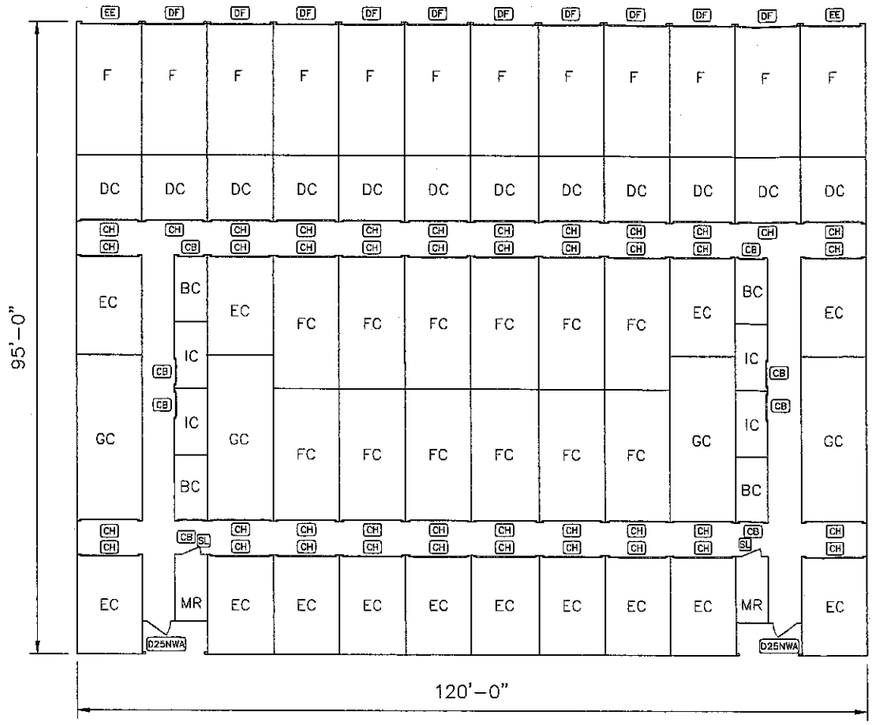

A – 95' x 120' x 9'–4" 1/2:12 PITCH GABLE BUILDING SYSTEM w/CENTER RIDGE CAP.

North

UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET	INSULATED
BC	5 x 10	4	6.3	200	Y
MEC	5 x 10M	2	3.1	100	N
IC	10 x 5	4	6.3	200	Y
DC	10 x 10	12	18.8	1200	Y
EC	10 x 15	14	21.9	2100	Y
F	10 x 20	12	18.8	2400	N
FC	10 x 20	12	18.8	2400	Y
GC	10 x 25	4	6.3	1000	Y
	SQ.FT. NON–INSULATED			2500	
	SQ.FT. INSULATED			7100	
	TOTAL	64	100	9600	

DOOR SCHEDULE

QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION	COLOR
8	CB	ROLL–UP	3'–8" x 7'–0"	3'–8" x 7'–0"	TRAC–RITE/eq.	CORRIDOR ROLL–UP DOOR	COLORED
42	CH	ROLL–UP	8'–8" x 7'–0"	8'–8" x 7'–0"	TRAC–RITE/eq.	CORRIDOR ROLL–UP DOOR	COLORED
2	D25NWA	SWING A	3'–8" x 6'–8"	4'–0" x 7'–0"	PDL/equiv	DOOR,LEVER/PANIC,30x30 LITE,CLOSER,ADA–Compliant	White
10	DF	ROLL–UP	9'–0" x 7'–0"	9'–0" x 7'–0"	TRAC–RITE/eq.	ROLL–UP DOOR	COLORED
2	EE	ROLL–UP	8'–8" x 8'–0"	8'–8" x 8'–0"	TRAC–RITE/eq.	ROLL–UP DOOR	COLORED
2	SL	SWING	3'–0" x 7'–0"	3'–0" x 7'–0"	TRACHTE	FLUSH PANEL LOUVERED SWING DOOR	COLORED

ROLL–UP DOORS MEET ASTM E330

PDL DOORS – PRIMER COAT ONLY

** THE ABOVE PLAN MAY NOT REFLECT THE IMPLICATIONS OF SECTION 903.2.9 OF THE 2012 OR 2015 IBC CODE WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.

*** TRACHTE RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTE WILL NOT BE HELD ACCOUNTABLE.

"NOTICE"

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS.

COMPLETE THE FOLLOWING:

____ APPROVED – RELEASE FOR FABRICATION

____ APPROVED AS NOTED – RELEASE FOR FABRICATION

____ NOT APPROVED – REVISE AND RESUBMIT

SIGNATURE _____

COMPANY _____

DATE ____/____/____

TRACHTE BUILDING SYSTEMS, Inc.

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Revisions:	By:
11/27/17–UNIT MIX PER CUST. REQUEST.	J.B.
1/16/18–UNIT MIX REVISION PER CUST. REQUEST.	J.B.

Name: Jeff | Scale: 1 = 30' | Date: 11/13/17

Job Description: 1

PROPOSED STORAGE SYSTEM FOR: CURTIS FRAZIER

JOPLIN, MO

Sheet Title: FLOOR PLAN

Plan #: 41975–F

SALES ONLY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 19, 2018

Item: SITE PLAN REVIEW FOR COUNTRYSIDE SELF-STORAGE EXPANSION (1813 W. 20TH STREET).
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Site Plans

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 03/12/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of **(**5 in favor, 0 Nays, 2 Absent).

SUMMARY/REQUEST:
Case 009-18: 1813 W. 20th Street - A request to Review the Site Plan for Proposed Mini-Storage Units – Countryside Self Storage.

STAFF SUMMARY:
This Site Plan Review is for expansion on the property.

Staff recommends approval of Case 037-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Curt Frazier, 1813 W 20th Street, Joplin, MO. This Site Plan Review is for completion of our property by adding 11,400 sq. ft. climate control building directly West of our existing climate control building.

Mr. Duncan asked if there were any other questions from the Commissioners. There were not.

Is there anyone else here to speak in favor of the request? There was not.

Is there anyone to speak in opposition of this request? There was not.

PUBLIC COMMENT:
None.