COUNCIL AGENDA
Monday, April 3, 2017
6:00 P.M., Council Chambers

1. Call to Order

Invocation
Pledge of Allegiance of the United States of America

2. Roll Call

3. Presentations

1. Proclamation proclaiming April as Fair Housing Month

2. Proclamation for the Mayors' Monarch Pledge

3. Proclamation naming April 4, 2017 as National Service Recognition Day

4. Presentation of the Missouri Outstanding City Clerk Award to City Clerk Barbara Hogelin. Presented by Maribeth Matney, Secretary of the Missouri City Clerks and Finance Officers Association.

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda

1. Minutes of the March 20, 2017 Joplin City Council Meeting

Documents:

3-20 mins.pdf

2. COUNCIL BILL NO. 2017-505

AN ORDINANCE amending Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-5, Fees at Schifferdecker Golf Course, to implement certain fee language changes; and setting a date when this Ordinance shall become effective.

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-121

AN ORDINANCE approving an agreement with Jacobs Engineering in the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 ($340,360.00) for Construction Management for Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area authorizing the Director of Public Works to execute the same; and containing an emergency clause.

Documents:

Summary 2017-121-Jacobs-DR2-AP7-1.pdf
Rev5 Joplin Engr Work Authorization PAP7-1.pdf
CB 2017- 121 Jacobs.pdf

2. COUNCIL BILL NO. 2017-366

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 820 S, Picher in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Twenty-Five and 00/100 Dollars (1,925.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-366 Bid.pdf
CB 2017-366 Pictures.pdf
CB 2017-366.pdf
CB 2017-366 Summary.pdf

3. COUNCIL BILL NO. 2017-507

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-507 Summary FY 2017 Budget Adjustment.pdf
CB 2017-507 FY 17 Budget Amendment Ordinance.pdf
CB 2017-507 Schedule A Budget Amendment April 2017.pdf

11. Ordinances - First Reading

12. Ordinances - Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. News from the PIO

2. CLOSED SESSION

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. 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 20, 2017

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

INVOCATION - read by City Clerk Barbara Hogelin

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

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

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the March 6, 2017 Council Meeting

COUNCIL BILL NO. 2017 - 250 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3128 South Joplin Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-044**

COUNCIL BILL NO. 2017 - 251 - AN ORDINANCE AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2525 South Adele Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-045**

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you need disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

COUNCIL BILL NO. 2017 - 252 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located 300 feet south of the intersection of 26th Street and Prigmor Road in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-046**

COUNCIL BILL NO. 2017 - 253 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and generally described as the Southwest Corner of Newman Road and Cattleman Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-047**

COUNCIL BILL NO. 2017 - 254 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and described as ½ mile east of the intersection of 32nd Street and Prigmor Road in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-048**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2017-119 - AN ORDINANCE approving the contract between the City of Joplin, Missouri and Home Center Construction Inc. in the amount of Sixty-Seven Thousand Seven Hundred Dollars and Zero/100 ($67,700.00) for the construction of an equipment storage building at the Public Works Center (PWC); amending the Annual Budget of the City of Joplin for the Fiscal year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-119 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-049**

Mayor Seibert thanked Nick Heatherly for his years of service as Public Works Director to the City of Joplin.

Mr. Stanley introduced COUNCIL BILL NO. 2017-120 - AN ORDINANCE approving the City of Joplin to enter an agreement with Missouri American Water Company in the amount of $39,980.00 (Thirty-Nine Thousand Nine Hundred Eighty and no/100 Dollars) for the relocation of water line and fire hydrant and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2017-120 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-050**

Mrs. Lewis introduced COUNCIL BILL NO. 2017-122 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements from property described as, All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's

Office in Deed Book 1802, at Page 715, for the construction of public road and storm water public improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause Motion by Mrs. Lewis, second by Mr. McCreary that Council Bill No. 2017-122 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 8. Nays: 0. Absent: 0. Abstention: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-051**

Mr. West introduced COUNCIL BILL NO. 2017-123 AN ORDINANCE approving a Work Authorization with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of Thirty Thousand DOLLARS and 00/100 ($30,000.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support and containing an emergency clause. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-123 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 1, Stinnett. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-052**

Mr. Stanley introduced COUNCIL BILL NO. 2017-365 - AN ORDINANCE approving a Purchase Order to be issued to SBD Commercial for book stack end panels; and, authorizing the City Manager or his designee to execute said Purchase Order by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2017-365 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-053**

Mr. Shaw introduced COUNCIL BILL NO. 2017-506 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-506 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-054**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
News by the PIO

Have you been feeling tired lately? If so, there's a good reason! We're going to be 144 years old on Thursday! And we're having a birthday celebration at 2 p.m. on Thursday, March 23 in the south shelter of Landreth Park.

This location was selected in recognition of the lead mining in this area. The first strike of lead was near this park in August 1870, and started the mining rush for this area. Then three short years later March 23, 1873, Joplin was incorporated.

The public is invited to come, sign Joplin's birthday card and enjoy some light refreshments in honor of their city's 144th birthday. The program will focus on the history and preservation of Joplin, as well as offer some musical entertainment.

This event is hosted by the City of Joplin, Joplin Historical & Mineral Museums, Joplin Historical Society, and the Joplin Historic Preservation Commission.

The Joplin Recycling Center and Joplin Police Department are sponsoring a FREE Shredding Service Event in Celebration of Earth Day. It will be held from 10 a.m. to 2 p.m. on Saturday, April 22nd for Joplin residents in which large amounts of paper can be shredded quickly at no cost and witnessed via an interior camera. Volunteers will be available to help unload boxes. So, whether you have old banking papers no longer needed, or other personal papers, bring them to the Recycling Center on Saturday, April 22 for a FREE way to dispose of these in a safe and efficient manner. All shredded paper will be recycled by Midwest Fiber, a secure service provider.

This Saturday, March 25, the City of Joplin is holding Police Officer Testing. People who are interested should pick up an application and background packet from our Human Resources Department this week between 8 am and 5 pm. These needs to be completed and returned on Saturday prior to the test. More details about the testing can be found on the Joplin Police Department's website.

Mayor Seibert congratulated City Clerk Barbara Hogelin who recently received the Outstanding City Clerk Award in the State for 2017. He said thank you for your years of service here with the city. And I think everyone here at the city not only here on the council would give a tip of the hat for all the extra things you do not only for this organization but for the citizens of Joplin. So, on behalf of the city of Joplin we want to congratulate you. At our next Council meeting on April 3, from 4:30 – 5:45 p.m. prior to the Council meeting we are going to have a reception for your award. We encourage everyone to come and give Barb a little congratulation. It's our way to say thank you from all of us. So, Barb once again congratulations from all of us. Mayor Seibert thanked Council Member Shaw who was our representative in Columbia at the banquet.

There being no further business the meeting adjourned at 6:40 p.m.

Submitted,

Barbara L. Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 3, 2017
Council Bill No. 2017-121

Item: Work Authorization Number JCB-DR2-AP7-1 with Jacobs Engineering Group, Inc. for Construction Management for Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization JCB-DR2-AP7-1
2) Council Bill No. 2017-121

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

Recommended Action: Approval of Work Authorization Number JCB-DR2-AP7-1 with Jacobs Engineering Group, Inc. for the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 $340,360.00 for Construction Management for Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area funded with Community Development Block Grant-Disaster Recovery Round 2 grant funds.

Background: On April 4, 2016 Council Bill 2016-116 was approved and that Council Bill authorized the City staff to enter into, work authorization number JCB-DR2-AP3-1 for design, and right of way services on surface and storm projects in a portion of the recovery area. Jacobs Engineering has nearly completed the work included in that work authorization. To keep the projects outlined in the table below moving forward, a new work authorization is needed. The funds for this work authorization were approved as part of partial action plan #7 which was approved by Council in May of 2016 and then approved by HUD in August 2016. The funds included in partial action plan #7 have an expenditure deadline of August 2018.

Discussion: City staff directed Jacobs Engineering to prepare a scope of services based on the current project schedule for disaster recovery funded surface and storm projects within the recovery area.

Recommendation: Staff recommends Approval of Work Authorization Number JCB-DR2-AP7-1 with Jacobs Engineering Group, Inc. for the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 ($340,360.00) for Construction Management for Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Jacobs Engineering Group, Inc. Address: 501 North Broadway St. Louis, MO 63101-2131	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Jeff Farah, P.E. Senior Project Manager	
Department: Public Works		Phone: 314-335-4038	Fax: 314-335-5141
Phone: 417-624-0820 x 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER JCB-DR2-PAP7-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number JCB-DR2-PAP7-1 exceed the sum of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 Dollars ($340,360.00).

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

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson, P.E. Stormwater Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: JACOBS ENGINEERING GROUP, INC.

By: _____

Printed Name: Renee' Ross, P.E.

Title: Manager of Operation

Date: 2-2-2017

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

By: _____

TROY BOLANDER

PLANNING DEVELOPMENT & NEIGHBORHOOD SERVICES DIRECTOR

Date: _____

Work Authorization JCB– DR2–PAP7-1
Exhibit A

Project Name / Description : Work Authorization **JCB-DR2-PAP7-1**
Consultant: Jacobs Engineering Group, Inc.

Engineering Service Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Construction Phase Services for the following projects as set forth below:

Olive Ditch - Culvert Replacement at Adele Ave. – Culvert replacement below Adele Drive, approximately 150' south of 26th Street.

South McCoy Ave – Culvert Replacement – Replacement of the existing 72" oval CMP culvert with a new RCP culvert.

McCoy Ave. & 23rd St. Stormwater Improvements – Between 23rd and 26th Streets Stormwater Improvements with incidental Street/Sidewalk Improvements

Sunset Subdivision Drainage Improvements – Sunset South Dr. and Sunset East Dr. Stormwater Improvements with incidental Street Improvements

Mill and Overlay Street Improvements – 18 separate streets widespread through the Yellow Area Street Improvements

WORK AUTHORIZATION
JCB-DR2-PAP7-1
S. ADELE DRIVE
CULVERT REPLACEMENT



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JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

WORK AUTHORIZATION
JCB-DR2-PAP7-1
STORM WATER PROJECTS
S. MCCOY AVENUE CULVERT REPLACEMENT

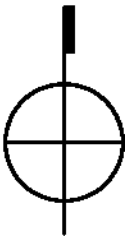


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JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

WORK AUTHORIZATION
JCB-DR2-PAP7-1
STORM WATER PROJECTS MCCOY AVENUE & 23 STREET





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JACOBS
501NORTHBROADWAY
STLOUIS,MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

WORK AUTHORIZATION
JCB-DR2-PAP7-1
STORM WATER PROJECTS
SUNSET DRIVE



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JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

FULL SIZE 22x34: 1 inch = 300 feet
HALF SIZE: 11x17 1 inch = 600 feet

Legend

- Parcels
- 2" Mill and Overlay

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CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	HRGREEN WWW.HRGREEN.COM ADDRESS: 16020 SWINGLEY RIDGE ROAD SUITE 205, ST. LOUIS, MO 63017 PH: 636-519-0900 FAX: 636-519-0966	JACOBS HRG HRGreen	YELLOW STUDY AREA 2014 STUDY MILL & OVERLAY PROJECTS	EXHIBIT 13-A	SHEET 1 of 1

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase* $0.00

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

A1.02 Preliminary Design Phase - (30 percent plans) 40.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements* $0.00

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

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

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

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

A1.04 *Surveying Services – General* $0.00

~~A. Control Survey~~

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

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

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

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

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

E. Right-of-way and Easement Staking $0.00

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

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

F. Existing United States Public Land Survey System Corners $0.00

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

G. Survey Records

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

H. Other Services

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

A1.05 Right of Way Plan Phase – 60 percent plans $0.00

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase $0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase $0.00

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

d) Contractor certification and city recommendation:

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A – Continued

Introduction

The City of Joplin (CITY) is continuing their infrastructure recovery program to mitigate roadway and drainage problems that have been adversely impacted by the 2011 F5 tornado. The program will be funded from CDGB-DR funds allocated in the second Action Plan of the *Joplin Phase II Recovery Plan.*

The scope of engineering construction support services identified herewith describe professional services related to five (5) specific infrastructure improvement projects that the CITY has defined as qualified projects for CDBG-DR funding. These projects are located within the City's "Yellow Area" which defines the boundary limits of work within this contract. Four of the five defined projects are related to storm water improvements and the remaining project consists of street rehabilitations (mill and overlay) throughout selected areas of the Yellow Area.

This document is a supplemental scope of services document to the City's Engineering Services Agreement (a part of this exhibit A).

Scope of Work – Construction Phase Services

The CITY identified these five projects, in part, on the preliminary studies that the Jacobs Team (Engineer/CONSULTANT) had previously performed for the CITY as part of the first work authorization package relevant to the CDBG-DR funding. Jacobs has completed these projects through the Final Design Phase. These five (5) specific projects are identified as:

Storm Water Improvements:

Oliver Ditch - Culvert Replacement at Adele Ave. – Culvert replacement below Adele Ave., approximately 150' south of 26th Street.

South McCoy Ave – Culvert Replacement – Replacement of the existing 72" oval CMP culvert with a new RCP culvert.

McCoy Ave. & 23rd St. Stormwater Improvements – Between 23rd and 26th Streets
Stormwater Improvements with incidental Street/Sidewalk Improvements

Sunset Subdivision Drainage Improvements – Sunset South Dr. and Sunset East Dr.
Stormwater Improvements with incidental Street Improvements

Street Improvements:

Mill and Overlay Street Improvements – 18 separate streets widespread through the Yellow Area
Street Improvements

The McCoy Ave. & 23 St. stormwater improvements and the South McCoy Ave – Culvert Replacement subprojects are located within the LMI zone while the Oliver Ditch - Culvert Replacement at Adele Ave. and the Sunset subdivision projects are not located in the LMI zone (non-LMI). The mill and overlay street projects are split between the LMI and the non-LMI zones (10 LMI and 8 non-LMI).

The engineering construction support services provided for each of these five (5) subprojects consist of the engineering construction support services defined within the City's Engineering Services Agreement, section A1.08 (construction phase). Additionally, these services include the execution of

performing wage rate interviews with the contractor on a bi-weekly basis. Proper Division of Labor forms (Missouri) will be used to document the contractor's wage rates. These completed forms will be reviewed and approved by Jacobs staff then submitted to the City with the contractor's monthly pay applications.

Scope of Work – FEMA Related Work

Jacobs has an allowance of $13,000 within this Work Authorization for miscellaneous services relevant to FEMA funding. These services will be directed by the City and could contain various items including site assessment/verification of FEMA recognized areas, a memorandum of findings and engineered construction documents for construction repairs.

Exclusion

The following services are EXCLUDED from the CONSULTANT'S scope of services.

- All participation in CITY council meetings have been excluded from this scope of services.
- Excluding the one (1) public open house meeting for the showing of all five projects, there is no additional time included within this proposal for public hearings or support for public input to the project.
- Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work. The Engineer will not bear any responsibility or liability for such defects or deficiencies of the contractor or for the failure to so detect deficiencies in the work of the contractor.
- Construction Staking.
- Subsurface utility exploration.
- Permit Applications, including permit fees.
- This scope of work does not include the payment of deposits, fees, surcharges, escrows or so forth of any kind including, but not limited to, review and permit fees. This proposal assumes that any payments of that nature will be the responsibility of CITY.

Assumptions

The following assumptions have been made during the preparation of this Exhibit "A":

- The construction phase services are limited to a six (6) month period within the timeframe between March 2018 and September 2018. Specifically, the time estimated for our field supervision/inspection consists of 26 weeks, 5 days/week and 8 hours/day (or 1,040 man-hours). Our fee does not include any time for overtime pay beyond the 5 days per week, 8 hour per work day (Monday through Friday).
- 2017 GSA rates were used to determine our inspector's per diem rate. This may need to be adjusted for the 2018 GSA rates (undetermined at this time).
- The scope of work assumes that CITY will provide formatted construction documentations forms (daily logs sheets, contractors pay applications, change order forms, etc.).

- The CONSULTANT's services shall follow the scope of services outlined within the City's standard "Engineering Service Agreement" as identified herewith.

Schedule

The schedule for the construction phase services shall be from September 2017 through March 2019.

Compensation

Compensation for the work defined here within Exhibit "A" shall be based upon the NOT TO EXCEED amount of **$340,360** for the construction support services for each of the five (5) subprojects listed above.

Please see table 1, page 32, for our rate schedules. Additional detail can be provided upon request.

501 North Broadway
St. Louis, Missouri 63102 USA
1.314.335.4000 Fax 1.314.335.5112

Revised
March 15, 2017

Exhibit A
Joplin WA PAP7-1
Table 1

St. Louis North American Infrastructure Rate Schedule

Year (period)	Manager of Operations	Project Manager	Sr. Civil Engineer	Civil Engineer	Geotechnical Engineer	Sr. Structural Engineer	Jr. Field Engineer (Inspector)	Sr. Field Engineer (Inspector)	Civil S Designer (Cad)	Cost Estimator
2017 (October 1, 2016-September 30 2017)	$267.80	$210.06	149.59	$123.57	$210.06	$195.63	98.47	$128.00	$137.92	$210.06
2018 (October 1, 2017-September 30, 2018)	$275.84	$216.36	$154.08	$127.27	$216.36	$201.50	102.45	$131.84	$142.06	$216.36
2018 (October 1, 2018-September 30, 2019)	$284.12	$222.85	$158.70	$131.09	$222.85	$207.55	$105.52	$135.80	$146.32	$222.85

HRGreen

January 4, 2017

Mr. Jeff Farah P.E., P.Eng
Senior Project Manager
JACOBS
One Financial Plaza
501 North Broadway
Saint Louis, Missouri 63102

RE: Contract Rates by Classification
Joplin Disaster Relief Project

Dear Mr. Farah,

HR Green, Inc. is pleased to be taking part in the ongoing disaster relief efforts in the City of Joplin, and pleased to be working with JACOBS to complete construction documents and provide construction observation services for the "Yellow Area" of the tornado zone. Accordingly, we would like to present the contract rates to be used by HR Green staff for the third work order of the project:

	Rate from 1/1/17 thru 12/31/17 (per hour)	**Rate from 1/1/18 thru 12/31/18** (per hour)
Classification		
Principal:	$246.00	$256.00
Senior Professional:	$192.00	$200.00
Professional:	$159.00	$175.00
Junior Professional:	$109.00	$120.00
Senior CAD Technician:	$114.00	$120.00
Technician:	$94.00	$98.00
Administrative:	$71.00	$74.00

Should you have any questions about the information contained herein, please don't hesitate to contact me directly at 636.812.4207, by cell phone at 636.489.9467, or by email at jholst@hrgreen.com.

Sincerely,
HR GREEN INC.

Josiah Holst, PE
Project Manager

Revised
March 13, 2017

Table 1
Project Cost Breakdown

Project Cost Breakdown	**Oliver Ditch - Culvert Replacement at Adele Ave. (Non-LMI)**	**South McCoy Ave – Culvert Replacement (LMI)**	**McCoy Ave. & 23rd St. Stormwater Improvements (LMI)**	**Sunset Subdivision Drainage Improvements (Non-LMI)**	**Mill and Overlay Street Improvements (½(LMI)**	**Total**
Construction Phase Services	$68,072	$68,072	$68,072	$68,072	$68,072	**$340,360**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group Inc.**			Endorsement Number **74**
Policy Symbol **EON**	Policy Number **G21655065 007**	Policy Period **07/01/2016 to 07/01/2017**	Effective Date of Endorsement **01/24/2017**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

Additional Insured Endorsement

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection F, the definition of **Insured**, but only for **Claims** (i) first made on or after the effective date of this endorsement and (ii) for vicarious or imputed liability of such additional **Insured**, resulting from **Wrongful Acts** committed solely by the **Named Insured**:

City of Joplin
602 S. Main Street
Joplin, MO 64801
Additional **Insured:**

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

MS-55054 (01/17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group Inc.**			Endorsement Number **75**
Policy Symbol **EON**	Policy Number **G21655065 007**	Policy Period **07/01/2016 to 07/01/2017**	Effective Date of Endorsement **01/24/2017**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

Notice Endorsement – Central Puget Sound Regional Transit Authority

This endorsement modifies insurance provided under the following:

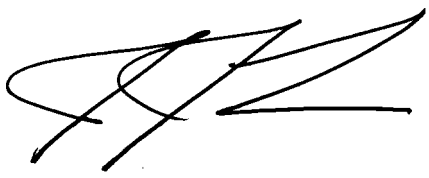
ACE Advantage® Professional Liability Policy For Design Professionals

It is agreed that Section IX, Notice, is amended by adding the following to subsection C:

Notwithstanding anything the forgoing to the contrary, the **Insurer** shall provide thirty (30) days advance written notice of cancellation, non-renewal or a material change in coverage, and ten (10) days advance written notice if cancellation is for nonpayment of premium, to the **Named Insured** and shall also mail such notice to the following entity:

City of Joplin
602 S. Main Street
Joplin, MO 64801

All other terms and conditions of this **Policy** remain unchanged.



Authorized Representative

MS-32475 (09/14)

COUNCIL BILL NO. 2017- 121 ORDINANCE NO

AN ORDINANCE approving an agreement with Jacobs Engineering in the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 ($340,360.00) for Construction Management for Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area authorizing the Director of Public Works to execute the same; and containing an emergency clause.

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

Section 1. Approval of an agreement with Jacobs Engineering in the not to exceed amount of Three Hundred Forty Thousand Three Hundred Sixty and 00/100 ($340,360.00) for Construction Management for Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant –Disaster Recovery round 2 Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract with Jacobs Engineering on behalf of the City of Joplin and to administer said contract with all local, state, and federal rules and regulations.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this Council Bill approves an agreement with Jacobs Engineering for Construction Management for Street, Sidewalk, Curb & Gutter and Storm Water Projects in the Recovery Area.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	17-Mar-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	820 S. Picher Ave.

COMPANY	BIDS
BJHE	$3,950.00
B & D Yardbuilders	$4,400.00
Jordan Disposal	$1,925.00
Nelson's Enterprises	$2,999.50


COUNCIL BILL 2017-366
820 S. PICHER







COUNCIL BILL NO. 2017–366 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 820 S. Picher in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Twenty-Five and 00/100 Dollars (1,925.00); 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 Jordan Disposal in the amount of One Thousand Nine Hundred Twenty-Five 00/100 Dollars ($1,925.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 820 S. Picher.

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 820 S. Picher. and legally described as:

ALL OF LOT NUMBERED TWELVE (12) IN BYER'S AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

Passed by the Council of the City of Joplin, Missouri, this ____day of _____, 2017, by a _____ vote.

_____ATTEST:
Michael L. Seibert, Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date April 3, 2017

Item: COUNCIL BILL NO. 2017-366
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 366
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action:

Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 820 S. Picher.

Summary:

The above listed address was "tagged" as dangerous buildings on August 3, 2016. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 3, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on March 17, 2017. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 4,400.00
Big Johns	$ 3,950.00
Nelson Demolition	$ 2,999.50
Jordan Disposal	$ 1,925.00

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 Jordan Disposal for $ 1,925.00 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.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 3, 2017

ITEM: COUNCIL BILL NO. 2017-507
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the Communications budget by $81,300.00. Due to the recent Motorola Radio System upgrade, the current recorder must be upgraded for compatibility with the new system. The recorder is used to record several radio frequencies in dispatch. It is also used for incident debriefings.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $81,300.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-507 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, and

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

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

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Eighty-One Thousand Three Hundred Dollars and No Cents ($81,300.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
27-Mar-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
520	Communications Fund					
	Radio Services	520-8503-510-8230	Emergency Operating Equipment			81,300
	Total Communications Fund			$	-	81,300
	Grand Total			$	-	81,300