JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 18, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
Social Distancing of 6 ft. is required. Capacity of guests in Council Chambers is limited to 54.

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

2. **Roll Call**

3. **Presentations**

   1. FY 2019 AUDIT PRESENTATION

      Documents:

      FY 2019 AUDIT PRESENTATION.PDF

   2. Downtown Joplin Branding Implementation Update By Downtown Joplin Alliance Executive Director Lori Haun, And CVB Director Patrick Tuttle.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Michael Hendrix, 818 Geneva, Joplin, Would Like To Speak About Main Street And The Cruising Ordinance.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-254
      AN ORDINANCE approving the voluntary annexation by the City of Joplin, Missouri, located at 266 County Road 190, Joplin, MO., Jasper County, Missouri.

      Documents:

      CB 2020-254 MINUTES.PDF
      CB 2020-254 STAFF REPORT.PDF
      CB 2020-254 SUMMARY.PDF
      CB 2020-254 - ORDINANCE.PDF

   3. COUNCIL BILL NO. 2020-255
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-1 and

including in District M-2 property as described below and located 266 County Road 190, City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-255 MINUTES.PDF
CB 2020-255 STAFF REPORT.PDF
CB 2020-255 SUMMARY.PDF
CB 2020-255.PDF

4. COUNCIL BILL NO. 2020-256
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 1502 Rangeline Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-256 .PDF
CB 2020-256 MINUTES.PDF
CB 2020-256 STAFF REPORT.PDF
CB 2020-256 SUMMARY.PDF

5. COUNCIL BILL NO. 2020-257
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 2511 Murphy Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-257 STAFF REPORT.PDF
CB 2020-257 MINUTES.PDF
CB 2020-257 SUMMARY.PDF
CB 2020-257.PDF

6. COUNCIL BILL NO. 2020-258
AN ORDINANCE providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri.

Documents:

CB 2020-258 MINUTES.PDF
CB 2020-258 STAFF REPORT.PDF
CB 2020-258 SUMMARY.PDF
CB 2020-258.PDF

7. COUNCIL BILL NO. 2019-284
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-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

Documents:

2019-284 STAFF REPORT.PDF
CB 2019-284 MINUTES.PDF
CB 2019-284.PDF
CB 2019-284 SUMMARY.PDF

8. **Consent Agenda**

1. Minutes Of The May 5, 2020 City Council Meeting

Documents:

MAY 5, 2020 - CC MINS..PDF

9. **Resolutions**

1. RESOLUTION NO. 2020-007
A RESOLUTION authorizing the filing of a Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RS 2020-007 2019 ACTION PLAN SUBSTANTIAL AMENDMENT.PDF
RS 2020-007 SUMMARY.PDF
RS 2020-007.PDF

2. RESOLUTION NO 2020-008
A RESOLUTION adopting the Citizen Participation Plan 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RS 2020-008 CITIZEN PARTICIPATION PLAN 2020.PDF
RS 2020-008 SUMMARY.PDF
RS 2020-008.PDF

3. RESOLUTION NO. 2020-009
A RESOLUTION recognizing and honoring the graduating classes of 2020 from Joplin high schools, colleges, universities and training centers including Joplin High School, Franklin Technology Center, College Heights Christian School, McAuley Catholic High School, Thomas Jefferson Independent Day School, Home School Associations, Missouri Southern State University, Kansas City University, Ozark Christian College, Crowder College and Advanced Training Center.

Documents:

RS2020-009-GRAD CLASSES OF 2020.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO 2020-128
AN ORDINANCE approving a purchase order for Eight Hundred Twenty-Five

Thousand One Hundred Fifty-Three and 00/100 Dollars ($825,153.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-128 SUMMARY SHEET - ACE - WO 2020-01.PDF
CB 2020-128 EXHIBIT MAP - ACE PIPE - PO FOR WO 2020-01.PDF
CB 2020-128 COUNCIL BILL - ACE PIPE - PO FOR WO 2020-01.PDF

2. COUNCIL BILL NO. 2020-129
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-129 - SUMMARY SHEET - AMA WASTEWATER COLLECTION SYSTEM REHABILITATION TOOLBOX PROJECT.PDF
CB 2020-129 - EXHIBIT MAP WO 2020-01.PDF
CB 2020-129 - WA - AMA-OC20-008 05-08-2020 COMPLETE.PDF
CB 2020-129 - CB - AMA WASTEWATER COLLECTION SYSTEM REHABILITATION TOOLBOX PROJECT.PDF

3. COUNCIL BILL NO. 2020-130
AN ORDINANCE Authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help offset a decline in revenues arising from diminished airport operations and activities at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-130 FAA CARES GRANT.PDF
CB 2020-130 FAA CARES GRANT.PDF
FAA CARES GRANT.PDF

4. COUNCIL BILL NO. 2020-131
AN ORDINANCE Authorizing the approval of the MoDOT Grant First Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-131 MODOT AIR SERVICE AGREEMENT EXTENSION.PDF
CB 2020-131 MODOT AIR SERVICE AGREEMENT EXTENSION.PDF
MODOT AIR SERVICE AGREEMENT EXTENSION.PDF

5. COUNCIL BILL NO. 2020-132

AN ORDINANCE authorizing the acceptance of an Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-132 MODOT AGREEMENT GA ENTRANCE ROAD.PDF
CB 2020-132 MODOT AGREEMENT GA ENTRANCE ROAD CONSTRUCTION.PDF
MODOT GA ENTRANCE ROAD CONSTRUCTION AGREEMENT.PDF
GA ENTRANCE ROAD MAP.PDF

6. COUNCIL BILL NO 2020-133
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Four Hundred Eighty Thousand and 00/100 Dollars ($480,000.00) for engineering services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-133 TC ACTIVATED SLUDGE FACILITES 2020 REV.PDF
WA AMA-OC20-011 4-27-2020 COMPLETE.PDF
CB 2020-133 TC ACTIVATED SLUDGE FACILITIES 2020.PDF

7. COUNCIL BILL NO 2020-134
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Turkey Creek Wastewater Treatment Facility Trickling Filter Media Replacement on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-134 TC TRICKLING FILTER MEDIA REPLACEMENT REV.PDF
WA AMA-OC20-010 4-27-2020 COMPLETE.PDF
CB 2020-134 TC TRICKLING FILTER MEDIA REPLACEMENT.PDF

8. COUNCIL BILL NO. 2020-135
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2020-135 UV DISINFECTION EQUIPMENT 2020 REV.PDF
WA AMA-OC20-012 4-27-2020 COMPLETE.PDF
CB 2020-135 UV DISINFECTION EQUIPMENT 2020.PDF

9. COUNCIL BILL NO 2020-136
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with JKS Concrete Inc., in the amount of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) for construction of the 4th and Porter Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

4TH AND PORTER SUMMARY SHEET.PDF
4TH AND PORTER IMPROVEMENTS.PDF
AGREEMENT.PDF
BID TABULATION.PDF
4TH AND PORTER CB.PDF

10. COUNCIL BILL NO. 2020-137
AN ORDINANCE approving Work Authorization AND-15th St. Ext.-002 with Anderson Engineering, Inc. in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) for professional engineering consultant services for the East 15th Street Extension project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2020-137 SUMMARY SHEET.PDF
CB2020-137 MAP.PDF
CB2020-137 - WORK AUTHORIZATION - AND-15TH ST - 002.PDF
CB2020-137 COUNCIL ORDINANCE.PDF

11. COUNCIL BILL NO. 2020-350
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 720 S. Picher Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred and 00/100 Dollars ($3,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-350 .PDF
CB 2020-350 BID.PDF
CB 2020-350 PICTURES.PDF
CB 2020-350 SUMMARY.PDF

12. COUNCIL BILL NO. 2020-351
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1404 W. 4th St. in the City of Joplin, Missouri, for Four Thousand Twenty-five and 00/100 Dollars ($ 4,025.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and

containing an emergency clause.

Documents:

CB 2020-351 BID.PDF
CB 2020-351 PICTURES.PDF
CB 2020-351 SUMMARY.PDF
CB 2020-351.PDF

13. COUNCIL BILL NO 2020-352
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2425 Annie Baxter Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred One and 00/100 Dollars ($3,601.00.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-352 BIDS.PDF
CB 2020-352 PICTURES.PDF
CB 2020-352 SUMMARY.PDF
CB 2020-352 .PDF

14. COUNCIL BILL NO. 2020-353
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2027 S. Virginia Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Fifty and 00/100 Dollars ($ 3,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-353 BIDS.PDF
CB 2020-353 PICTURES.PDF
CB 2020-353 SUMMARY.PDF
CB 2020-353.PDF

15. COUNCIL BILL NO. 2020-506
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2020-506 SUMMARY BUDGET AMENDMENT.PDF
CB 2020-506 BUDGET AMENDMENT ORDINANCE.PDF
CB 2020-506 SCHEDULE A BUDGET AMENDMENT MAY 18 2020.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-123
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00) for the 20th and Malang Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

COUNCIL BILL 2020-123 - SUMMARY SHEET - 20TH AND MALANG LIFT STATION IMPROVEMENTS PROJECT.PDF
COUNCIL BILL 2020-123 - EXHIBIT MAP.PDF
COUNCIL BILL 2020-123 - WA AMA-OC-20-004 20TH AND MALANG LS IMPROV 01-24-2020 COMPLETE.PDF
COUNCIL BILL 2020-123 - CB - 20TH AND MALANG LIFT STATION IMPROVEMENTS PROJECT.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. News From Pubilc Information Officer, Lynn Onstot

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

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

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

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

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

Report to
The Honorable Mayor
and City Council

City of Joplin, Missouri



Financial and Compliance Audit

For the year ended October 31, 2019

CHV

Certified Public Accountants

CHV

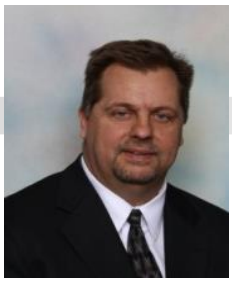
Certified Public Accountants

- Serving Missouri and Kansas since 1975.

- Peer Review – We have been awarded the highest rating given as a result of our peer review.

- Member of-
  - AICPA
  - AICPA Government Audit Quality Center
  - AICPA Employee Benefit Plan Audit Quality Center
  - BDO Alliance USA
  - Two (2) members of our governmental services audit team are members of the GFOA Special Review Committee
  - One (1) member of our governmental services audit team has completed and passed the intensive AICPA Single Audit Examination and was awarded the AICPA Single Audit Certification.
  - Licensed in Missouri, Oklahoma, Kansas, and Nebraska

Engagement Team



Michael Keenan, CPA
Acting Engagement Partner



David Cochran, CPA
Engagement Partner – ProTem



Brian Holst, CPA
Engagement Senior Manager



Siobhann Williams, CPA
Engagement Senior



Matthew Reilley
Staff Associate

Scope of Audit

- Comprehensive Annual Financial Report
- Single Audit
- Policemen's and Firemen's Pension Plan Audit
- Passenger Facility Charge Audit

Our Responsibilities

Conduct our audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and Uniform Guidance.
Plan and perform our audit to obtain reasonable, not absolute, assurance that the basic financial statements are free of material misstatement.
Report on internal controls over financial reporting and compliance with laws and regulations.

The Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) recommends that we communicate the following matters to the Governing Board:

Illegal Acts – None came to our attention as a result of performing our audit procedures.	
Changes in Significant Accounting Policies – No new accounting policies were adopted during 2019 in the City's Financial Statements.	
No difficulties or disagreements with management.	
Cooperation – Full access to books and records.	

Financial and Compliance Audit addresses three basic questions:

Question	Answers
Are the financial statements free of material misstatement?	We have issued an unmodified opinion that the financial statements are fairly presented in all material respects
Are internal controls over financial reporting adequately designed and operating effectively?	We did not identify any deficiencies in internal control that we consider to be material weaknesses.
Did the City of Joplin, Missouri comply, in all material respects, with the finance-related laws and regulations?	In our opinion the City of Joplin, Missouri complied in all material respects with the finance-related laws and regulations that govern their operations.

Other Management Letter Comments

Other Management Letter Comments – Contains suggestions for best practices and possible improvements in internal control noted in the conduct of the audit.

- Personnel Files
- Future Accounting Pronouncements

CHV
Certified Public Accountants

We appreciate the opportunity to serve as the auditor

for

the City of Joplin, Missouri

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2020-254

Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

Keegan Stanton, 602 S. Main St., Joplin, MO. The applicant of Blue Real Estate II is based out of St. Louis, so they were unable to make todays meeting. They are the owners of the property which Hogan Truck Leasing and Rental is based on. There are two parcels and they are wanting to bring both parcels into the City of Joplin. The parcels are in the Industrial Park on Prigmor Ave. They are completely surrounded by the city and they are requesting this for the sewer at city rates.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Is there was anyone who would like to speak in favor to this case? There was not. Is there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN, CASE 010-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Voluntary Annexation

CASE 010-20 A request to voluntarily annex property into the City of Joplin

LOCATION 266 County Road 190

APPLICANT Blue Real Estate II

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Truck Leasing	Approximately 2 acres

DISCUSSION

Blue Real Estate II is requesting to voluntarily annex two tracts of approximately 2 acres of land containing one building known as Hogan Truck Leasing & Rental. The property is located within the Joplin Industrial Park.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. In fact, the property is completely surrounded by the city. This tract is already near city sewer and not within the 100-year floodplain. It is consistent with our future land use map, which indicates this area as industrial and manufacturing.

Staff recommends approval of Case 010-20.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Brian J. Hogan

Member - Authorized Rep.

STATE OF Missouri)
) ss:
COUNTY OF Saint Louis)

On this 27 day of JANUARY 2020, before me appeared BRIAN J. HOGAN, to me known to be the MEMBER, AUTHORIZED REPRESENTATIVE of BLVE REAL ESTATE II, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said MEMBER, AUTHORIZED REPRESENTATIVE acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

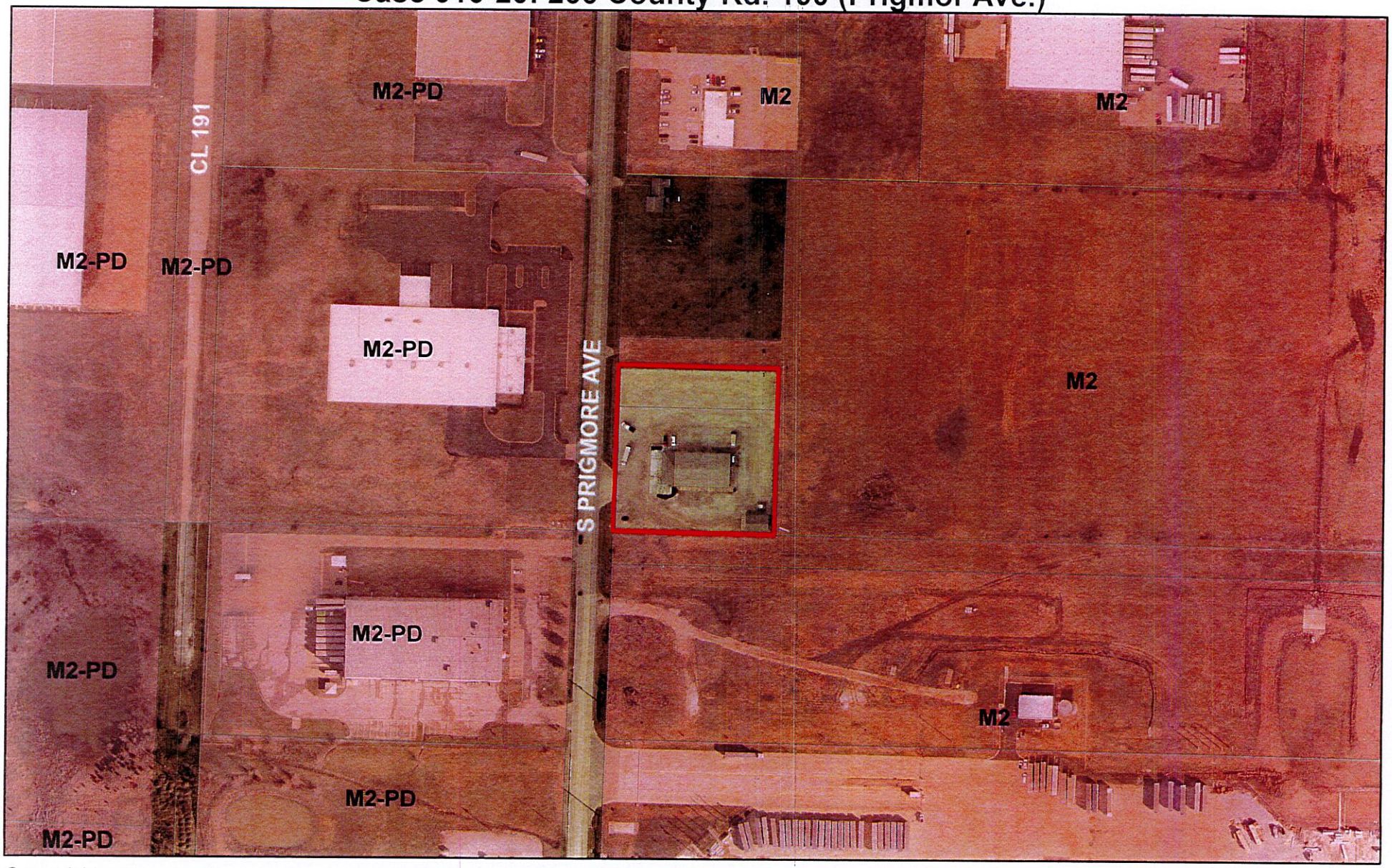
My commission expires: 6/23/2022.

Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

MATTHEW J. HANFORD
My Commission Expires
June 23, 2022
St. Louis County
Commission #14437551

Case 010-20: 266 County Rd. 190 (Prigmor Ave.)



Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

0 125 250 500 750 1,000 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-254 -Voluntary Annexation

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

BACKGROUND:
Blue Real Estate II is requesting to voluntarily annex two tracts of approximately 2 acres of land containing one building known as Hogan Truck Leasing & Rental. The property is located within the Joplin Industrial Park.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. In fact, the property is completely surrounded by the city.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. The applicant of Blue Real Estate II is based out of St. Louis, so they were unable to make todays meeting. They are the owners of the property which Hogan Truck Leasing and Rental is based on.

There are two parcels and they are wanting to bring both parcels into the City of Joplin. The parcels are in the Industrial Park on Prigmor Ave.

PUBLIC COMMENT; None.

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

RECOMMENDATION:
Staff Recommends approval.
Planning & Zoning Commission recommends approval for Case 010-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2020-254, Staff Planning Report, P&Z Commission Minutes

P & Z Case 010-20
Blue Real Estate II
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-254 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin, Missouri, located at 266 County Road 190, Joplin, Jasper County, Missouri.

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

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

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

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

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

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

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

As all of the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County Missouri, except the West 35 feet thereof and all of the South 300 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, except the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, as conveyed general warranty deed filed August 27, 1984 in book 1282 at Page 2488.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 21st

day of June 2020.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-255

Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II

Keegan Stanton, 602 S. Main St., Joplin, MO. The default zone upon annexation is R-1 (Single-family Residential). This is within the Joplin Industrial Park we do want to rezone this right away. Staff Recommends approval.

Mr. Eastman wanted to know if they have the tract to the north?

Mr. Stanton stated they did not.

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

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. EASTMAN, CASE 011-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 011-20 A request to rezone from R-1 (Single-family Residential) to M-2 (Heavy Industrial)

LOCATION 266 County Road 190

APPLICANT Blue Real Estate II

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Truck Leasing	2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2-PD
Land Use	Vacant	Vacant	Pet Food Manufacturing	Leggett & Platt

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Prigmor Ave.	Local	70'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future industrial. It is also within the Joplin Industrial Park.

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

The current zoning of R-1, the default zoning of newly annexed property, is not at all consistent with nearby parcels. The parcel would not be suitable in this area, within and industrial park, zoned R-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 will not be detrimental to the nearby property. All of the area within the industrial park is already M-2, and this zoning is compatible with neighboring zones and uses.

DISCUSSION

To ensure the applicant has compatible zoning coming out of their annexation, the applicant is applying to rezone to M-2 Heavy Industrial. As is routine, the newly annexed property is defaulted to R-1 which is not appropriate in the Joplin Industrial Park. Given that the use, truck leasing, is more appropriate for the M-2 zoning district, as well as the nearby properties also zoned M-2, staff considers this request to be appropriate for this area.

Staff recommends approval of Case 011-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 1-27-20

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

For Office Use Only

Case No.: 20-011-20
Filing Fee: $500.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: BLUE REAL ESTATE II PHONE: 314-421-6000
ADDRESS: 2150 SCHUETZ RD SUITE 210 ST LOUIS MO ZIP: 63146

OWNER: BLUE REAL ESTATE II PHONE: 314-421-6000
ADDRESS: 2150 SCHUETZ RD SUITE 210 ST LOUIS MO ZIP: 63146

LOCATION/ADDRESS OF PROPERTY: 266 COUNTY RD 190 (PRYOR AVE)
JOPLIN MO 64804

Present Zoning B-1 Requested Zoning: M2 Acreage:
Present Use of Property: TRUCK LEASING, RENTAL, AND REPAIR

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	INDUSTRIAL	M2
South	INDUSTRIAL	M2
East	INDUSTRIAL	M2
West	INDUSTRIAL	M2

Character of the Neighborhood: INDUSTRIAL PARK

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: VOLUNTARY ANNEXATION - NEEDS TO CHANGE FROM R1 TO M2

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Co Rd 190 (Bigmouth Rd)
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: 35 FT
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

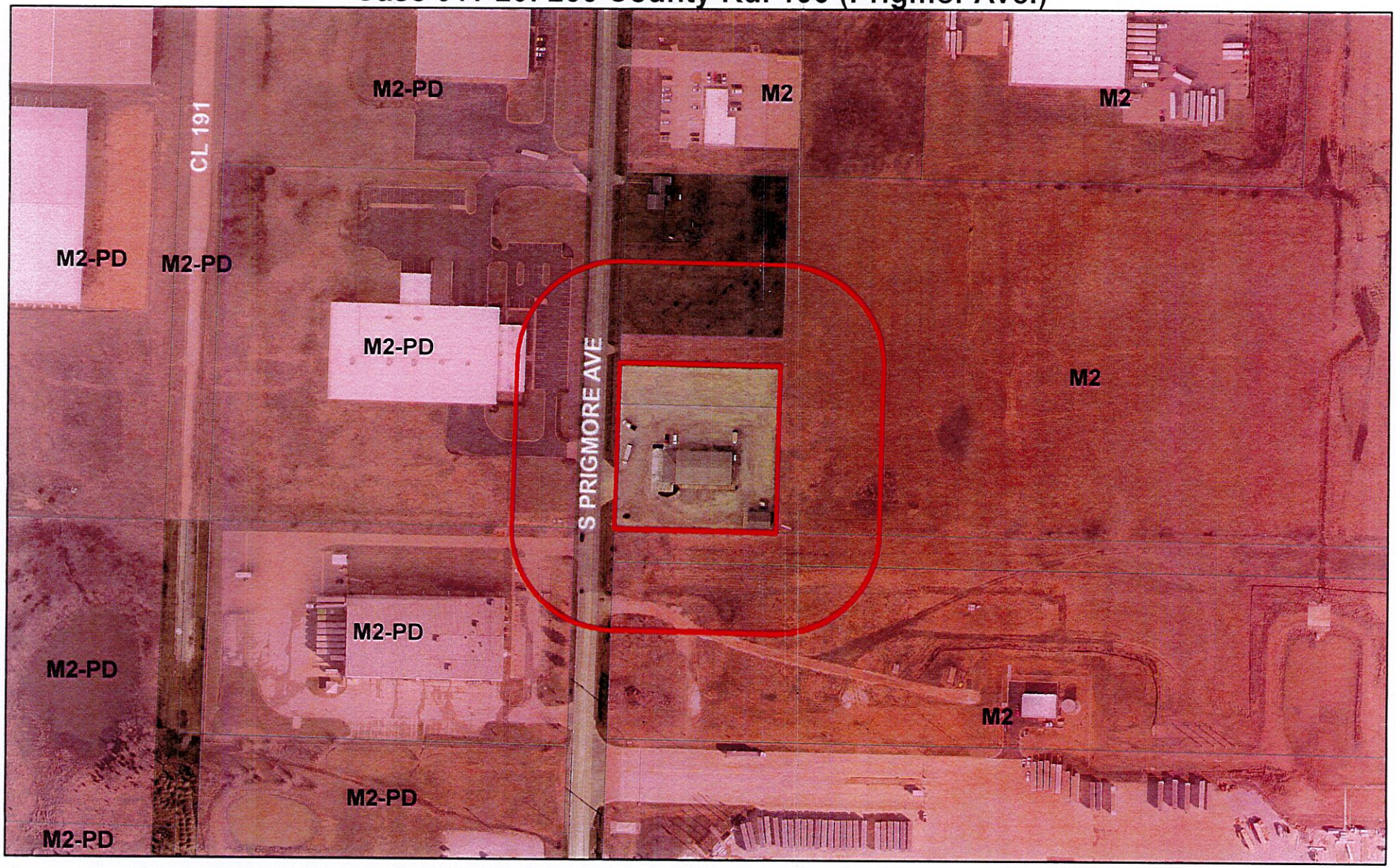
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: Tom Boyer Tom Boyer DATE: 1-27-20

EMAIL: TBOYER@MOEPAN2.COM

TITLE: V.P. FACILITIES

Case 011-20: 266 County Rd. 190 (Prigmor Ave.)



Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-255 - Rezone to M-2 (Heavy Industrial)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II.

BACKGROUND:
To ensure the applicant has compatible zoning coming out of their annexation, the applicant is applying to rezone to M-2 Heavy Industrial. As is routine, the newly annexed property is defaulted to R-1 which is not appropriate in the Joplin Industrial Park. Given that the use, truck leasing, is more appropriate for the M-2 zoning district, as well as the nearby properties also zoned M-2.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. The default zone upon annexation is R-1 (Single-family Residential). This is within the Joplin Industrial Park we do want to rezone this right away. Staff Recommends approval.

Mr. Eastman wanted to know if they have the tract to the north?

Mr. Stanton stated they did not

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff Recommends approval.
Planning & Zoning Commission recommends approval for Case 011-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2020-255, Staff Planning Report, P&Z Commission Minutes

P & Z Case 011-20
Blue Real Estate II
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-255 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located 266 County Road 190, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District M-2:

> All of the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County Missouri, except the West 35 feet thereof and all of the South 300 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, except the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, as conveyed general warranty deed filed August 27, 1984 in book 1282 at Page 2488, more generally described as 266 County Road 190.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 012-20
Jimmer Pinjuv
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 1502 Rangeline Rd., City of Joplin, Jasper County, Missouri.

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

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

> All of lots numbered ninety-three (93), ninety-four (94), and ninety-five (95) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-256

Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

Mr. Eastman and Mr. Dermott had to abstain themselves from Case 012-20.

Gil Stephens, 23 Pheasant Run, Joplin, MO, represent Mr. Pinjuv and the owner of the property. They have a real estate contract to purchase the property subject to zoning of C-3. Around perimeter of the property exception of the property to the west is all C-3. There will be a use for the property if it is zoned C-3.

Mr. Ramsour asked what the intention with the building that is there?

Mr. Stephens stated that it will be used. The building will not be demolished.

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, CASE 012-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 012-20 A request to rezone from C-1-PD (Neighborhood Commercial Planned Development) to C-3 (Commercial)

LOCATION 1502 Rangeline Rd.

APPLICANT Jimmer Pinjuv

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1-PD	Vacant (former Payless Shoes)	0.52 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3-PD	C-2-PD	C-3	R-1
Land Use	Casual Restaurant	Fuel Sales	Car Wash	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Rd.	Arterial	100'
E 15th St.	Collector	80'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future retail commercial. The Multi-use Retail Development Standards for the South Rangeline Rd. corridor specify the design and development standards for future development.

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

The current zoning of C-1-PD does allow uses that would be appropriate in this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to most of the nearby property. The properties that front Rangeline will not be affected, as those zones are identical or already allow uses that C-3 allows. There would be a conflict with the neighboring residential use, however, the buffer requirements in the zoning code would require future development to provide for a buffer between the commercial use and the residential.

DISCUSSION

The applicant is requesting the rezoning in order to allow for uses permitted in the C-3 District to operate on this property. Due to the property's location at the corner of Rangeline, an arterial street, and 15th St., a collector street, the C-3 District would not be inappropriate at this location. As with many other commercial corridors in town with residential behind, the buffer requirements in the zoning code would provide a transition from the commercial use to the residential.

Staff recommends approval of Case 012-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-20
Filing Fee: $500.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: _____ PHONE: _____
ADDRESS: _____ ZIP: _____

OWNER: Edward Jones Trust Company Trustee of the John C Wiedle Trust PHONE: _____
ADDRESS: P.O. Box 66916 St. Louis, MO ZIP: 63166-6916

LOCATION/ADDRESS OF PROPERTY: 1502 Rangeline Road
Joplin, Missouri 64804

Present Zoning C1-PD Requested Zoning: C-3 Acreage: .49
Present Use of Property: Former Payless Shoe

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Chili's	C3-PD
South	Joplin Car Wash	C3
East	Kum + Go	C2-PD
West	Residence	R-1

Character of the Neighborhood: Property is located in commercial district along Rangeline Road.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No - Requested zoning change matches surrounding area and overall intent of commercial area
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Surrounding commercial property is zoned C-3. Current property is zoned C-1 and will not support certain businesses allowed in direct neighboring properties.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: East 15th St & South Rangeline Rd.
2. Classification of Street(s):
   Arterial X Collector X Local _____
3. Right-of-Way Width: 80' + 100' Respectively
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

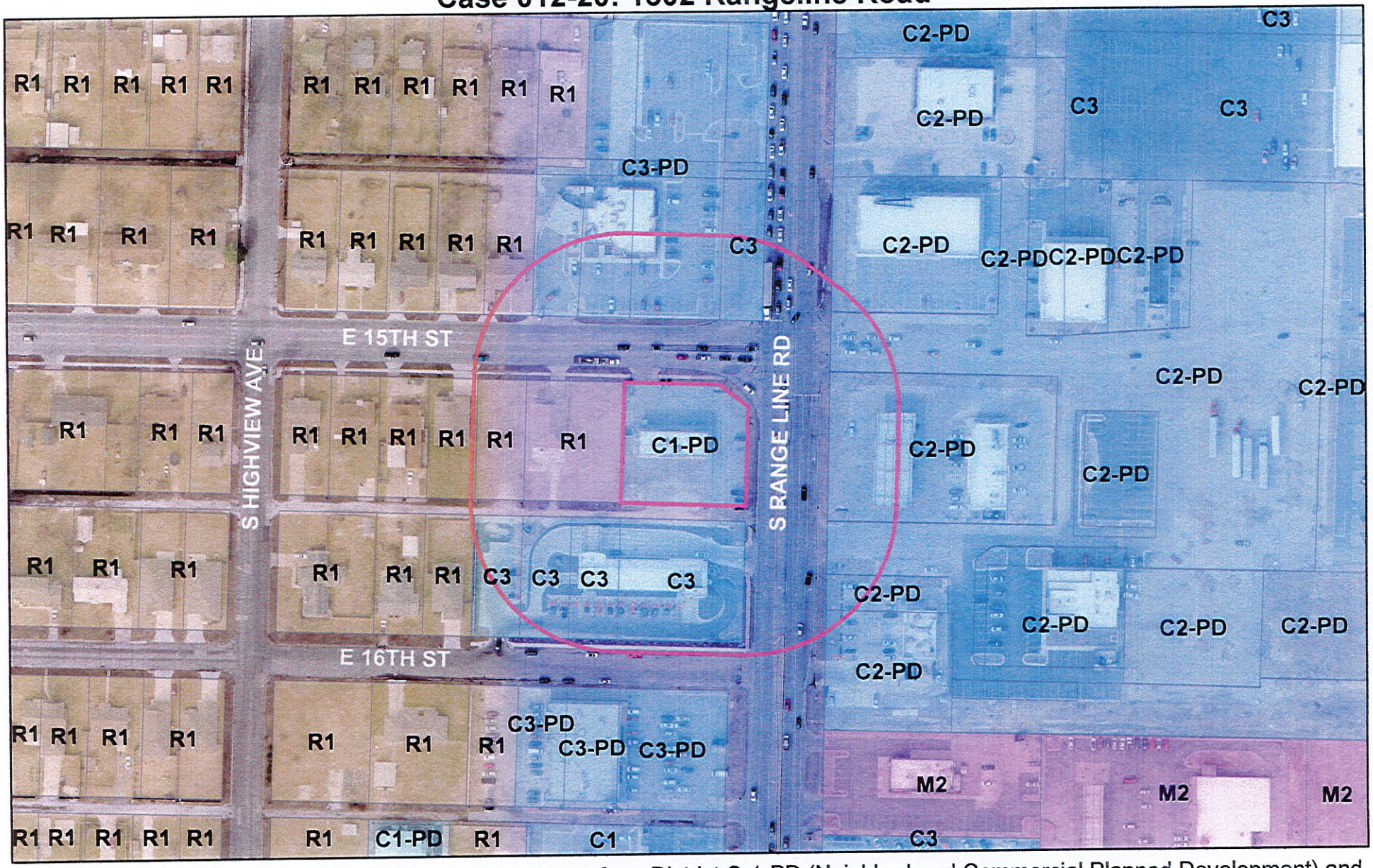
1. ✓ One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. ✓ One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the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

SIGNATURE: _____ DATE: 2/6/20

EMAIL: tracy.schulte@edwardjones.com Edward Jones Trust Co, Trustee of the John C. Windle Trust

TITLE: Tracy Schulte, Real Estate Risk Specialist

Case 012-20: 1502 Rangeline Road



Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-256-Rezone to C-3 (Commercial)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

BACKGROUND:
The change in zoning to C-3 will not be detrimental to most of the nearby property. The properties that front Rangeline will not be affected, as those zones are identical or already allow uses that C-3 allows.

The applicant is requesting the rezoning in order to allow for uses permitted in the C-3 District to operate on this property. Due to the property's location at the corner of Rangeline, an arterial street, and 15th St., a collector street, the C-3 District would not be inappropriate at this location. As with many other commercial corridors in town with residential behind, the buffer requirements in the zoning code would provide a transition from the commercial use to the residential.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Eastman and Mr. Dermott had to abstain themselves from Case 012-20.

Gil Stephens, 23 Pheasant Run, Joplin, MO, represent Mr. Pinjuv and the owner of the property. They have a real estate contract to purchase the property subject to zoning of C-3. Around perimeter of the property exception of the property to the west is all C-3. There will be a use for the property if it is zoned C-3.

Mr. Ramsour asked what the intention with the building that is there?

Mr. Stephens stated that it will be used. The building will not be demolished.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Staff recommends approval.
Planning & Zoning Commission recommends approval for Case 012-20, 4 in favor, 2 Abstain, 1 Absent.

ATTACHMENTS
CB 2020-256, Staff Planning Report, P&Z Commission Minutes

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 013-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 2511 Murphy Ave.

APPLICANT Amir & Hina Anis

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Vacant	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Murphy Ave.	Local	60'

UTILITIES

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

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as low-density residential. Both the R-1 and R-2 districts could be considered low-density.

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

The current zoning of R-1 does allow uses that would be appropriate in this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental the nearby property. Two-family residential uses, namely duplexes, are still low-density and share many of the same characteristics of single-family development. Due to the size of the property, only one duplex would be permitted to be built.

DISCUSSION

The applicant is requesting the rezoning in order to allow for the construction of a duplex. The property is originally platted as two lots; together, they are a double lot. However, considering the City has a 10' stormwater easement along the South side of the South lot, the buildable area on that lot is restricted further than the typical setback requirements. As two-family residential is low-density and has characteristics of single-family residential, this request is not inappropriate. Furthermore, there are other cases of R-2 lots in this area on Annie Baxter, Empire, and Picher.

Staff recommends approval of Case 013-20.

ATTACHMENTS

- Application
- Map

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 03-20
Filing Fee: $550.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: Amir and Hina Anis PHONE: 4175406018
ADDRESS: 4322 Blue Heron, Joplin, MO ZIP: 64801
OWNER: Same PHONE:
ADDRESS: Same ZIP:
LOCATION OF PROPERTY: 2511 Murphy, Joplin, MO 64804
LEGAL DESCRIPTION:
all of lots numbered 112 and 113 in Commercial Club addition to the City of Joplin, Jasper County, Missouri.
Present Zoning R-1 Requested Zoning: R-2 Acreage: 0.287
Present Use of Property: 2 Vacant lots

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Homes	R1
South	homes/duplexes	Residential
East	Homes	Residential
West	homes	Residential

CHARACTER OF THE NEIGHBORHOOD: Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:
1. Would proposed change create a small, isolated district unrelated to surrounding districts? N.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: Y*

CONFORMANCE WITH COMPREHENSIVE PLAN:
1. Consistent with Development Policies? Unknown
2. Consistent with Future Land Use Map? Unknown

will be there 10:13 am LPD 3/9/20

* We have 2 lots on said property. Title Co. did not inform us that one lot has a sewer/drainage easement and City will not allow us to build on it, ~~not~~ leaving us with only 1.5 lot. We did initially plan to build two homes, but with current situation, the best way to use 1.5 lot is to build a duplex, which can be seen that several have been built nearby. without disturbing the pattern of the surrounding neighborhood.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Murphy and 26th
2. Classification of Street(s):
   Arterial Main St Collector 26th Street Local Murphy
3. Right-of-Way Width: Unknown
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

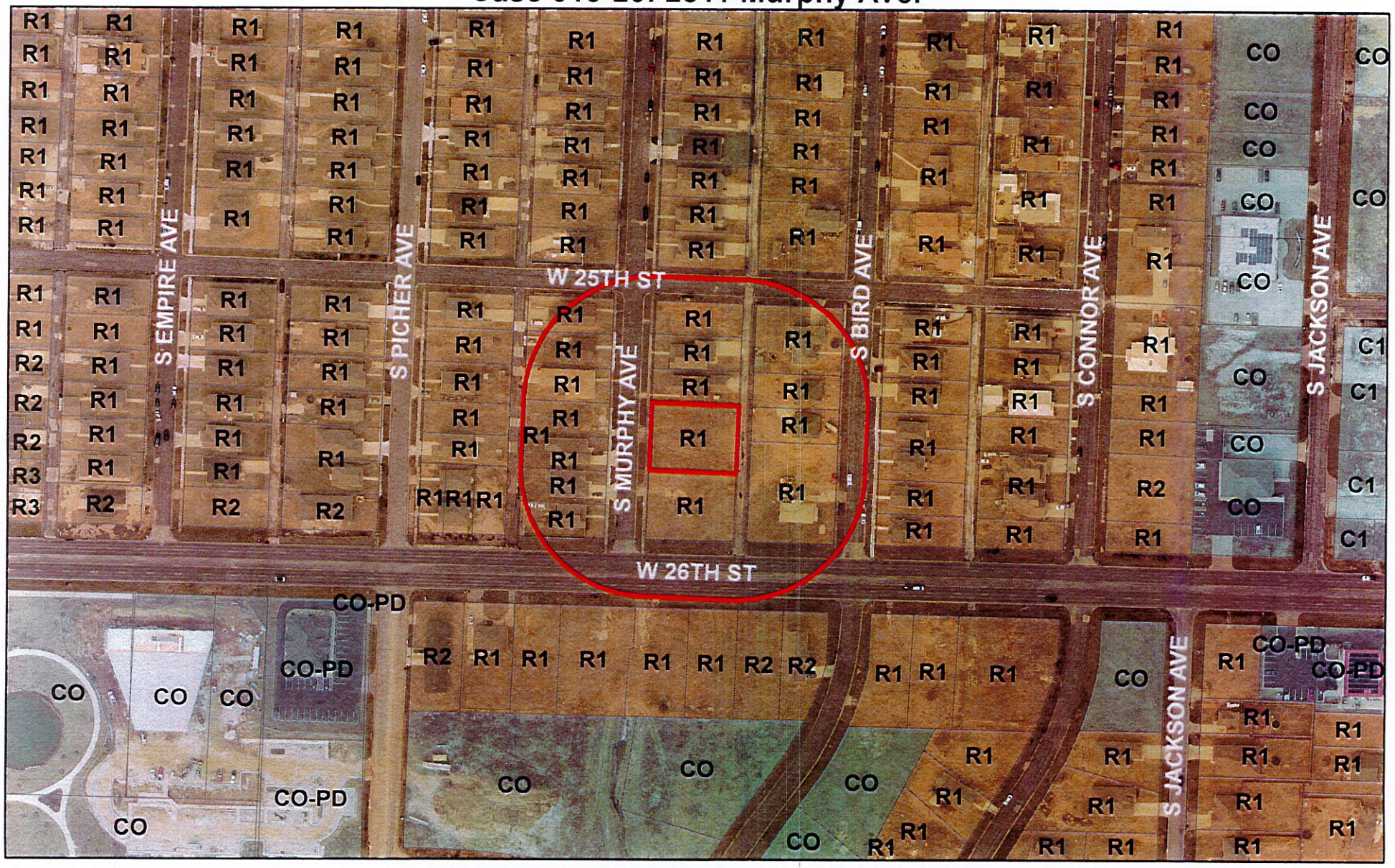
1. Appropriately Sized Lots? perhaps on building on it, will need survey
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No (already in place)
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: Only survey needed for 1.5 lot for duplex.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Since there is only 1.5 lot available, the best usage would be a duplex, which is still residential will not have major impact on traffic or neighborhood.

SIGNATURE: Amir Anis DATE: 2/9/20
BY: HINA ANIS/AMIR ANIS
TITLE: OWNERS

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

Case 013-20: 2511 Murphy Ave.



Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

0 87.5 175 350 525 700 Feet

N

CB 2020-257

Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

Amir & Hina Anis, 4322 Blue Herron, Joplin, MO. They have purchase property on Murphy. The plan is to build two very nice townhomes for rental purposes. We found out that because of the easement, we found out afterwards the two townhomes could not be built. We are planning on having duplexes in the center of that lot. We have a plan and it will be a very nice duplex. That is what the request is for. Mrs. Anis stated that both the houses we have are going to be joined together to make a duplex instead. The easement has basically cut down our property size. She also stated that she has plans with her to show the commissioners.

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. MCCULLOUGH, CASE 013-20 BE FORWARDED TO THE CITY COUNCIL WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-257-Rezone to R-2 (Two-family Residential)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

BACKGROUND:
The applicant is requesting the rezoning in order to allow for the construction of a duplex. The property is originally platted as two lots; together, they are a double lot. However, considering the City has a 10' stormwater easement along the South side of the South lot, the buildable area on that lot is restricted further than the typical setback requirements. As two-family residential is low-density and has characteristics of single-family residential, this request is not inappropriate

PLANNING & ZONING COMMISSION TESTIMONY:

Amir & Hina Anis, 4322 Blue Herron, Joplin, MO. They have purchase property on Murphy. The plan is to build two very nice townhomes for rental purposes. We found out that because of the easement, we found out afterwards the two townhomes could not be built. We are planning on having duplexes in the center of that lot. We have a plan and it will be a very nice duplex. That is what the request is for. Mrs. Anis stated that both the houses we have are going to be joined together to make a duplex instead. The easement has basically cut down our property size. She also stated that she has plans with her to show the commissioners.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends be tabled for Case 013-20, 6 in favor, 1 Absent.
Staff Recommends approval.

ATTACHMENTS
CB 2020-257, Staff Planning Report, P&Z Commission Minutes

P & Z Case 013-20
Amir & Hina Anis
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2511 Murphy Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

As all of lots numbered one hundred twelve (112) and one hundred thirteen (113) in commercial club addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-258

Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

Mr. Eastman wanted to know if they plan on blocking the entrance from 32nd Street.

Mr. Keegan stated that will stay in and become a commercial drive instead of a through street. So, the only vehicles that would be accessing would be anyone going to the businesses.

Mr. Ramsour stated that even though there is a hospital, there would not be any issues with emergency vehicles?

Mr. Stanton stated that was correct

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case?

Linda and Robert Campbell, 3235 S. Jackson Ave, Joplin, MO. We have had the opportunity to look this over and our primary concern is the street. Our home is located directly behind the doctor's buildings. The first R-1 property to the south Mr. Stanton stated. Mrs. Campbell stated she has looked it over and they didn't like the street cut off in the first place. The way their home is located it faces east and west so the drive that comes on Jackson Ave., the new one goes directly into our bedroom, so they see the headlights of the cars at night. Her concern was who will be maintaining the streets and the drives. She thought the city was just going to block it off.

Mr. Stanton stated that the portions that would remain unvacated, those would still be considered city right-of-way. For the right-of-way it is not the city to care for that. It is the obligation of the

abutting property owners. Minigus and Freeman would oversee maintaining the commercial driveways, mowing the grass and those sorts of things. We do have permits and specifications through our Engineering Department that govern the quality we require for any construction or maintenance within the city right-of-way.

Mrs. Campbell asked has any proposition been sent out to them on how they should maintain?

Mr. Stanton stated that until they start construction or maintenance of some kind, we don't require anything. Once it becomes vacated the driveway itself will be a private commercial driveway.

Mr. Ramsour stated that Mr. Stanton has explain well how this will evolve if approved.

Mr. Stanton stated that he doesn't think Minigus and Freeman will allow it to fall in obscene disrepair. Both have been very good commercial neighbors in the city.

Mrs. Campbell stated that Freeman isn't using that property.

Mr. Stanton stated that they are the property owners and responsible for the maintenance of the property.

Mr. Campbell stated that the main thing they would like to make sure of is that they are responsible for the upkeep and maintenance. Whether it be the drive itself or the grass, it is mud pits and rocks.

Mr. Stanton state they will be responsible for the maintenance of it as it becomes private property.

Mr. Campbell wanted to know with private property doesn't that automatically say that it is as good as it is today that's fine.

Mr. Stanton stated the current condition of the driveway will be grandfathered in. Whenever they do decide to do maintenance on it, they will be required to go through the permit process.

Mrs. Campbell voiced they are not going to do that. She thinks the City needs to step in now and take care of this situation. She did not realize that 100 feet south was being partitioned off and not by the city. She just read it this morning, and this is unacceptable and wanted to know what the commission could do about this situation.

Mr. Stanton stated the Public Works Department oversees right-of-way and streets and he is not well adverse in those subjects as he not from that department. City is not in the business of maintaining private drives or streets that we have planned to vacate. There is not a whole lot the city can require a company to force them to work to bring up to of level acceptable to you.

Mrs. Campbell stated she understood that Mr. Stanton was with the city and you do all this for them, and you have been on top of this. She was wondering what the Planning and Zoning Commission can do.

Mr. Eastman stated that we either approve it or disapprove it. We have nothing to do with the maintenance of the street.

Mr. Campbell wanted to know if there was someway verbally that they have to maintain that property?

Mr. Eastman suggested they write a letter to both companies.

Mr. Ramsour told them this commission is here for the purpose of approving or denying the vacation of the street.

Mr. Eastman stated that if this commission denies it the street will not change, we don't have control over that.

Mrs. Campbell stated that she wants to know why they can't plan it a little different. Your Zoning and Planning that is your title.

Mr. Ramsour stated we have a set of procedures that we must follow.

Mrs. Campbell stated that she didn't know anything about procedures. You can make a decision not to pass it on yet until we figure out what your going to do. Is that not your job?

Mr. Stanton explained that this commission is only going to rule on the vacation of the right-of-way. They cannot set any requirements for maintenance, not require any permits being issued or anything like that.

Mrs. Campbell stated that this request goes through the doctors will close it off. It is closed off now.

Mr. Eastman stated he asked the doctor about that and the doctor stated they weren't planning on doing that.

Mr. Stanton stated that he believed the intension is to close it to threw traffic. Only patrons to Maginus or Freeman will be able to use that property. Part of the vacation is to revert it back to private land and be split and at that point it would be up to the two property owners on how they would like to treat that.

Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

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

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH, CASE 014-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS.

BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Vacation

CASE 014-20 A request to vacate street right-of-way lying South of W. 32nd St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 250' x 60'

REASON FOR VACATION

With the realignment of Jackson Ave. to curve and intersect with McIntosh Cir., this old portion of Right-of-Way is no longer needed by the City. In addition, the proximity of this Right-of-Way to the intersection of 32nd St. and McIntosh Cir. is very close and constitutes a traffic hazard.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

When Jackson Ave. was realigned, this portion of Right-of-Way constituting the old Jackson Ave. was no longer needed by the city. This case originally went to Planning & Zoning and the City Council shortly after that work was completed in 2010. Due to an error with the legal description, the case was stricken from the agenda. Following the tornado, the case was forgotten until neighboring property owners recently inquired.

This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

Staff recommends approval of Case 014-20 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 014-20
Filing Fee: ~~$550.00~~
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext. 511

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation_____

Other (Please specify)_____

III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Correct.

2. The vacation will not cause the public to suffer a loss or inconvenience. Correct.

3. In justice to the applicant(s) the vacation should be granted. Correct.

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x531

*Must contact BOTH contacts at Spire Energy.

Signature

2/12/2020

Date

Case 014-20: Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.



Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-258-Street Vacation

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin.

BACKGROUND:
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This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

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PUBLIC COMMENT;

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Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

FUNDING SOURCE

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

RECOMMENDATION:

Planning & Zoning Commission recommends approval 6 in favor, 0 nays, 1 absent
Staff recommends approval of Case 014-20.

ATTACHMENTS

CB 2020-258, Staff Planning Report, P&Z Commission Minutes

P & Z Case 014-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-258 ORDINANCE NO.

AN ORDINANCE providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri.

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

Section 1. That part of a public street right-of-way being located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St in the City of Joplin, Newton County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of Jackson Avenue adjoining Lot 192 and Lot 130 in Dunwoody's Subdivision, in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof, except the North 50 feet and the South 100 feet of said part of Jackson Avenue.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 040-19 A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development.

LOCATION 3110 E 13th St.

APPLICANT Phong Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2-PD	Vacant	0.86 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	Outside City Limits	C-3	C-3
Land Use	Sing-family Residential	Single-family Residential	Retail	Retail

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 13th St.	Collector	50'

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned M-2-PD is suitable for future industrial development. The M-2-PD district does permit the most intense industrial development and prohibits few uses. However, this property is bounded on all sides by either commercial or residential uses, making most heavy industrial uses permitted in the M-2-PD district inappropriate in this place. While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. The uses permitted in the R-3 zoning district will have negligent negative affect on nearby properties as well as restrict uses permitted in the M-2-PD district that would create nuisances.

DISCUSSION

This case was tabled at the November 9, 2019 Planning & Zoning Commission meeting and the December 6, 2019 City Council meeting due to a potential issue with the legal description. Having been resolved, the case will be taken off the table.

This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units. The R-3 district provides the density to scale down the intensity of land use from the big-box retail to the West to the single-family homes to the East.

In addition, considering the property's frontage along E 13th St., a collector, a high-density residential use on this street is appropriate. Any access management providing ingress and egress will be addressed during site plan review.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 040-19.

ATTACHMENTS

- Application

- Map

RECEIVED 10/28/19

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 040-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19 / 3-9-20

APPLICANT: Phong Nguyen PHONE (417) 529-5158
ADDRESS: 2216 Pennsylvania Ave ZIP: 64804
OWNER: Same PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3110 E 13th
LEGAL DESCRIPTION: See attachment

Present Zoning M2-PD Requested Zoning: R3 Acreage:
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-3
South	Commercial	C-3
East	Residential	Not in city limit
West	Commercial	C-3

CHARACTER OF THE NEIGHBORHOOD: Commercial to Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? ____
   If yes, explain: Difficult from M2-PD Wid to Residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? NO

Will be there 10:15AM 3/9/20

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 13th
2. Classification of Street(s):
   Arterial _____ Collector Primrose Local _____
3. Right-of-Way Width: —
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

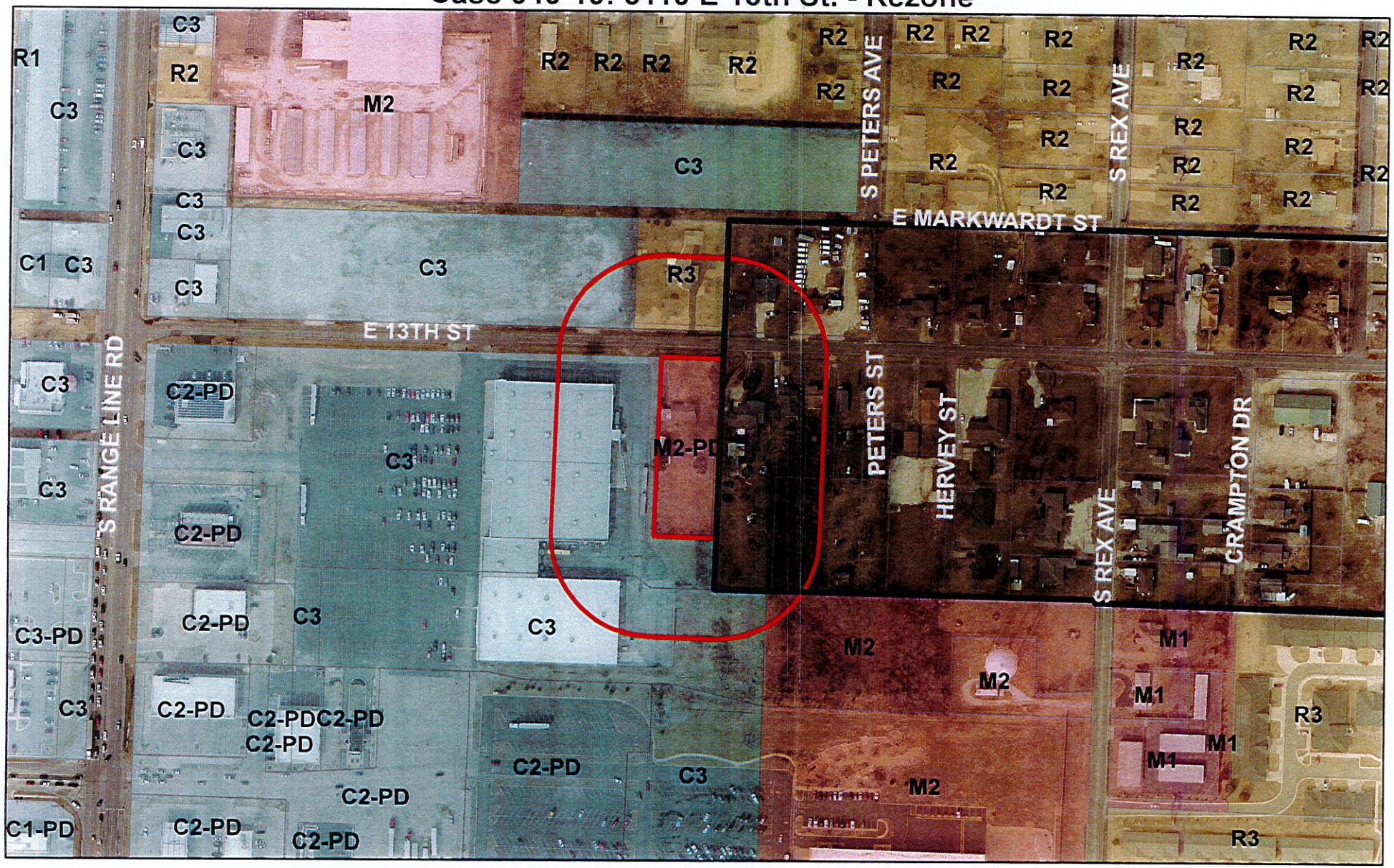
Rezone from M2-PD to R-3

SIGNATURE: _____ DATE: 10-14-19

BY: Phong Nguyen

TITLE: Owner

Case 040-19: 3110 E 13th St. - Rezone


R1
C3
R2
M2
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R2
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CB 2019-284

Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

Phong Nguyen, 2216 Pennsylvania, Joplin, MO. He is the owner of the property and would like the rezoning for multi-family. The neighbor across the street is zoned R-3. (Sketch was passed around to the Commissioner of the duplexes).

Mr. Ramsour asked if there were any other questions for the Mr. Nguyen? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, CASE 040-19 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

P & Z Case 040-19
Phong Nguyen
(P & Z Recommended Approved)

COUNCIL BILL NO. 2019-284 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

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

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

> All that part of the Southwest Quarter of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing 40 feet East of the Northwest Corner of the South one-half of said Section 7, thence South 248 feet to the Southeast corner of Range Line Road and 13th Street, thence East 933.4 feet to the point of beginning, thence South 416 feet, thence East 104 feet, thence North 416 feet to the South line of 13th Street, thence West 104 feet along the South line of 13th Street to the point of beginning, except that part conveyed to Payless Cashways by documents filed June 18, 1985 in Book 1294 at Page 1839 and May 10, 1984 at 3:41 P.M. in Book 1278 at Page 533.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-284-Rezone to Apartment House District (R-3)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

BACKGROUND:
UPDATE: This case was originally tabled due to a property line dispute. We have been provided additional documentation resolving this to be able to move forward with this case.

This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units.

PLANNING & ZONING COMMISSION TESTIMONY:
Phong Nguyen, 2216 Pennsylvania, Joplin, MO. He is the owner of the property and would like the rezoning for multi-family. The neighbor across the street is zoned R-3.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 040-19, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2019-284, Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
MAY 5, 2020
MEETING MINUTES

CALL TO ORDER

The May 5, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Ryan Stanley, Phil Stinnett, and Mayor Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Michael Hendrix withdrew his request to speak about the Cruising Main Ordinance and having it repealed or the signs removed from South Main.

Bobby Landis, 8624 Cedar Drive, addressed Council regarding the use of sports complex during the Covid-19 situation. He presented a few suggestions and requests to help with social distancing, number of people in the complex and the 50-mile radius rule.

Additional requests to Address Council

Motion by Dr. Reid Adams, second by Mrs. Colbert-Kean to move the additional requests to address Council to this portion of the agenda. Voting in favor were Council Members Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0.

Mike Greninger, 3125 Missouri Ave., addressed Council regarding the Joplin Re-opening Plan and the effect it has on softball, baseball and hotels.

Judy Petty, 5601 S. Main St., addressed Council regarding the re-opening of bars in the city. She has owned and operated Frank's Lounge for 49 years.

Ben Leavens, 210 S. Duquesne Rd. addressed Council regarding restrictions on bars and restaurants.

After discussion of all the requests, Mr. Lawson made a motion to re-open bars to align with Governor Parson's Recovery Plan. The motion was seconded by Mr. Cortez. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Reid Adams, Shaw, and Stinnett, 6. Nays: Brown, Monteleone, and Stanley, 3. The motion passed.

Mr. Stanley made a motion to amend the City's Response and Recovery Plan to not include baseball/softball players as part of the maximum capacity at the ballfields. Mr. Lawson seconded the motion. Voting in favor were Council Members: Lawson, Shaw, Stinnett and Stanley, 4. Nays: Brown, Colbert-Kean, Cortez, Monteleone, and Reid Adams, 5. The motion failed.

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Stanley, second by Mr. Monteleone to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0.

Minutes of the April 20, 2020 City Council meeting

Minutes of the April 29, 2020 Special City Council meeting.

At 8:05 p.m. the City Council took a 10-minute break.
The meeting was called back to order at 8:15 p.m.

RESOLUTIONS
RESOLUTION NO. 2020-006
Mr. Stanley introduced Resolution No. 2020-006 – a resolution ratifying the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc. Motion by Mr. Stanley, second by Mr. Stinnett to approve Resolution No. 2020-006. Voting in favor were Council Members Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. **Resolution No. 2020-006 was approved.**

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2020-126
Mr. Cortez introduced Council Bill No. 2020-126 - an ordinance approving Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) for appraisal services for the 32nd Street Widening Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stanley that Council Bill No. 2020-126 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean , Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-049**

COUNCIL BILL NO. 2020-127
Mr. Stinnett introduced Council Bill No. 2020-127 - an ordinance - approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Ninety-Six Thousand and No/100 Dollars ($396,000.00) for the Joplin Creek Interceptor Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2020-127 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-050**

COUNCIL BILL NO. 2020-403

Mr. Stinnett introduced Council Bill 2020-403 -an ordinance authorizing the City of Joplin to enter into an Agreement with Guidehouse LLP (GH) to provide administrative activities related to the COVID-19 response and authorizing the City Manager or his designee to execute said Agreement; amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2020-403 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean , Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-051**

COUNCIL BILL NO. 2020-504

Mr. Stanley introduced Council Bill 2020-504 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Midwestern Development, LLC., a Missouri Municipal Corporation, for the sale of three parcels at 10th and Virginia, 928 Virginia Avenue, and 910 Virginia Avenue, totaling approximately 43,200 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2020-504 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean , Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-052**

COUNCIL BILL NO. 2020-505

Mr. Lawson introduced Council Bill No. 2020-505 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2020-505 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean , Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-053**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

News from the Public Information Office

The Recycling Center reopened today and resumes their regular hours of noon to 6 pm on Tuesdays and Thursdays and 9 a.m. to 3 p.m. on Wednesdays, Fridays and Saturdays. Access to the Recycling Center will be from the west, with drive through access while allowing one car in the Center at a time. Due to social distancing requirements, the Center is only able to take drop-offs of recycling and cannot provide unloading assistance to customers. During this time, the Center is limiting the types of recyclable items being accepted, including glass, aluminum, steel, plastic, cardboard, paper, and sensitive documents that persons will self-shred. Items that are ***not*** being accepted at this time include: TVs, computer screens, household hazardous waste, and used cooking oil. In addition, the Give-and-Take section is closed so please don't bring items for this area. This information can also be found on the Recycling page on the City's website.

We've received numerous calls about the Joplin Public Library, so we reached out to learn what their plans are for opening. Director Jeana Gockley said their first priority is the safety of our community, and they've been working on a phased reopening.
Phase 1 has already started with Library staff preparing the building, purchasing necessary supplies, and taking some training for implementing upcoming phases.
Phase 2 will start next, and that is when they will be ready for patrons to return their items. She reminds everyone to please hold on to them for now; all due dates have been extended.
Jeana would like to thank everyone for their patience during this time. Please watch the Joplin Public Library's Facebook page and the local media channels for updates.

And a reminder – the Joplin Municipal election that was postponed from April 7 this year will now be held on Tuesday, June 2.

City facilities are now open with some modifications. If coming to City Hall, please use the east entrance off Main Street or the north entrance on 6th Street to enter the building. We also require all customers to please practice social distancing while here as well as when you take care of other errands. For more information about these announcements or other City news please visit www.joplinmo.org

Council Comments:
Mr. Stinnett asked city staff to look into the dumping operation at 34th and Main Streets. He asked if there is an ordinance restricting trucks on those streets. City Attorney Peter Edwards stated city staff will research the issue and if an ordinance is needed, he will bring it to the city council at a future meeting. If an ordinance exists, city staff will post signs and enforce the ordinance.

There being no further business, the meeting was adjourned at 8:57 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk



City of Joplin, Missouri
Community Development Block Grant
And HOME Partnership
Investment Program

FY2019

ACTION PLAN

SUBSTANTIAL AMENDMENT

OMB Control No: 2506-0117 (exp. 06/30/2018)

FY2019 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$547,939.00**
COMMUNITY DEVELOPMENT BLOCK GRANT- COVID19:	**$348,798.00**
HOME INVESTMENT PARTNERSHIP:	**$462,214.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**4-6 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$537,939.00**

OMB Control No: 2506-0117 (exp. 06/30/2018)

INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$396,351.20**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities. $70,000 dollars is carry over from FY2017. $240,000 from this Action Plan.

ECONOMIC DEVELOPMENT – COVID19	**$220,349.00**

Economic relief to business affected by the Covid-19 Pandemic

COORDINADED ENTRY PROGRAM	**$ 25,000.00**

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

HOMELESS COALITION HMIS FUNDING	**$ 17,000.00**

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

PUBLIC SERVICE GRANT – COVID19	**$ 73,449.00**

Public Services will be expanded in response to those generally affected by the Covid-19 pandemic.

ADMINISTRATION AND PLANNING	**$ 164,759.60**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. Funding increased by 20% of CDBG-CV special allocation.

HOME INVESTMENT PARTNERSHIPS PROGRAM $462,141.00

HOUSING REHABILITATION ACTIVITIES	**$ 110,000.00**

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

CHDO ACTIVITIES	**$305,926.90**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

PROGRAM ADMINISTRATION ACTIVITIES	**$ 46,214.10**

Pro-rata share of Planning/ Community Development staff and overhead.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The FY 2019 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the last Action Plan under the current consolidated plan.

2. Summarize the objectives and outcomes identified in the Plan

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Neighborhood Plan for East Town neighborhood

Maps showing the Geographic Extent of proposed activities is included in Attachment B.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects. In this final year of the 2015-2019 Consolidated Plan the City will emphasize increasing the pipeline of affordable housing starts.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings (January 17, 2019 and February 28, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 18 - February 18, 2019 & March – April 1, 2019)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 15, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One emailed public comment was for CDBG façade grants to be used for professional services to avoid Davis Bacon wages.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comment on CDBG Façade Grants was rejected for Davis Bacon cannot be avoided on a Federalized project.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JOPLIN	Planning, Development and Neighborhood Services
HOME Administrator	JOPLIN	Planning, Development and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Consultation on the development of the plan began in January 2019 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area. The Community Development Planner has been added to the Homeless Coalition Board.

The City partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. In 2019, the Housing Connect program has completed 53 Assessments, and housed 25 individuals or families.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. The City primary capacity in allocation of ESG funds and evaluating projects is through Homeless Coalition board membership including City staff and in consultation in developing plans. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	One Joplin
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Service-Fair Housing Business and Civic Leaders Non-Profit Collaborative
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.

5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education.
6	**Agency/Group/Organization**	Fuller Area Center for Housing
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Fuller Center is an area non-profit affordable housing provider. The City of Joplin is currently expanding methods to assist their organization without using Federal Funds and may provide HOME funds in the future.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Homeless Coalition of SWMO	
Comprehensive Plan 2012	The City of Joplin	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The first public hearing on the FY2019 Action Plan was held at the Joplin City Hall on January 17, 2019. Public notice was published within the Joplin Globe on January 3, 2019 and on www.joplinmo.org.

The second public hearing on the FY2019 Action Plan was held in the Fifth Floor Study of City Hall on February 13, 2019 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 13, 2018.

Public comments on the draft plan was accepted through two comment periods, January 18th-February 18th and March 1st – April 1st, 2019.

The final Action Plan was presented to Joplin City Council on April 15, 2019.

The May 2020 notice of major amendment was posted in the publication of record, The Joplin Globe, on May 5th, 2020. A five-day public comment period commenced twenty-four hours from posting on May 6th – May 11th, 2020.

The major amendment was presented to Joplin City Council on May 18, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Sub-Recipients and non-profits	City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions.	Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community Sub-recipients and non-profits	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.			http://www.joplinglobe.com/
3	Public Hearing	Non-targeted/broad community	City Staff presented the final draft of the 2019 Annual Action Plan to City Council for Approval. Council authorized staff to file the action plan with the Department of Housing and Urban Development by resolution.	Council asked questions regarding the programs, funding justifications, and need areas. No citizens voiced concerns or provided commentary.		
4	Internet Outreach	Non-targeted/broad community	Resulted in one comment received through email.	Wanted to use façade grants for professional services	Desire of comment was to avoid prevailing wage and federalizing the project.	https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services Economic Development	896,737	0	0	896,737	896,737	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	462,141	0	0	462,141	700,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Other	**public - federal**	**Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other**	**0**	**0**	**0**	**11,951,000**	**11,951,000**	**This is an estimated amount of CDBG-DR II funds available during the reporting period. The funds are being drawn on a rolling basis.**

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Another significant source of funding is the City of Joplin's CDBG-DR Round I and II Allocations. Current information on the status of projects and funding can be found at: http://mo-joplincdbgdr.civicplus.com/ However, the City of Joplin's Entitlement and HOME programs do not directly work in the Disaster Area so as to focus on neighborhood redevelopment and avoid duplication of efforts.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is examining change in policy to donate lots to non-profits or other stakeholders for projects or development. Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood. The City will continue to fund infrastructure projects and encourage its subrecipients to direct housing funding to the neighborhood until the end of this Consolidated Plan.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing	2015	2019	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	HOME: $415,927	Homeowner Housing Added: 6 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 101 Citywide	Public Infrastructure and Facility Improvements	CDBG: $447,948 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Facade treatment/business building rehabilitation: 2 Business Jobs created/retained: 42 Jobs Businesses assisted: 1 Businesses Assisted
3	Improve Livelihood through Public Service Activity	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $52,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted Homelessness Prevention: 200 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Joplin has identified a total of 6 projects. Included in the CDBG and HOME Administration and Planning is a neighborhood plan for the East Town neighborhood.

Projects

#	Project Name
1	Public Service Activities
2	2019 Homeowner Rehabilitation
3	2019 CHDO Activities
4	Public Infrastructure
5	CDBG Administration and Planning
6	Home Administration and Planning
7	Economic Development

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

Amended: Special Allocation of CDBG-CV will be prioritized to address the economic and health impact of the Covid-19 pandemic. Additional funds will be used to address the increase in need for public services and provide economic relief due to businesses within the jurisdiction of the City of Joplin.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Neighborhood Improvements
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	:
	Description	Funding for 2018 infrastructure projects within the East Town Neighborhood
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood consists of 1700 persons.
	Location Description	See map of the neighborhood in the attachment to this plan.
	Planned Activities	This activity will be to provide sidewalk within the East Town neighborhood.
2	**Project Name**	Public Service Activities
	Target Area	Census Tract 101 Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs

	Funding	CDBG: $115,449.50
	Description	public Service Activities to serve vulnerable populations within the City of Joplin
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Through funding for the Homelessness Management Information System and Coordinated Entry Program the City of Joplin will be assisting in the prevention of homelessness, sheltering and rehousing of vulnerable populations. The last point in time count resulted in approximately 275 homeless in the City.
	Location Description	Coordinated Entry serves the homeless and at-risk populations Citywide and the neighborhood cleanup will take place in the low income neighborhood of East Town.
	Planned Activities	Activities include funding for Homelessness Management Information System and Coordinated Entry. Public Services will be expanded in response to those generally affected by the Covid-19 pandemic.
3	**Project Name**	CDBG Planning and Administration
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	
	Funding	CDBG: $179,347.40
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. Additional planning and administration will be expended in the planning and implementation in response to Covid-19.
4	**Project Name**	2018 ESC Rehabilitation
	Target Area	Census Tract 101 Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $110,000
	Description	Rehabilitation of owner occupied home of qualifying household by Economic Security Corporation, a local non-profit partner.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 4 low income households will be assisted with this program. Low/moderate applicants will be assisted if low income household applicants are already assisted.
	Location Description	This program will operate throughout the Joplin Consortium. Priority will be given to applicants in the East Town neighborhood.
	Planned Activities	Rehabilitation of eligible single family households.
5	**Project Name**	2019 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing

	Funding	HOME: $305,927
	Description	A Community Development Housing Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6 low/moderate income families will be assisted with proposed activities.
	Location Description	These activities will take place throughout the Joplin Consortium.
	Planned Activities	Development of up to 6 single family homes.
6	**Project Name**	HOME Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $46,214
	Description	Pro-rata share of planning and administrative costs for planned activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood.
7	**Project Name**	Economic Development
	Target Area	Citywide
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	
	Funding	$220,348.50
	Description	Economic relief to business affected by the Covid-19 Pandemic
	Location Description	Citywide

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2018 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be in this area to make more comprehensive improvements within the tract. Additional HOME projects will be located within the Consortia area.

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 110	
Census Tract 106	
Census Tract 101	80
Main Street	
Census Tract 108	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects are underway and are meant to stabilize the target area on a long-term horizon.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	12
Special-Needs	
Total	212

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	11

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new and rehabilitation of old housing inventory, we hope to further affordable housing for citizens.

AP-60 Public Housing – 91.220(h)

Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. The City has recently entered into agreement with Economic Security Corporation for $4,000,000.00 of CDBG-DR assistance to construct very-low income elderly bungalows, that will be accepting vouchers administered by the public housing authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development Office hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled.

Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown an increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They

are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied youth are tracked monthly and prioritized.

The Homeless Coalition established committees to address chronically homeless, families with children,

veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction.

Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing

Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

Discussion:

The City of Joplin has updated the Citizen Participation Plan to be compliant with the implementation of the Assessment of Fair Housing. While implementation of the Assessment of Fair Housing has been delayed by the Department of Housing and Urban Development, and likely not going to be a requirement of the 2020 Joplin Consolidated Plan, the City of Joplin and the Joplin Public Housing Authority are prepared to collaborate when the requirement for the assessment is enforced.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

FY2019 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the next consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. The City Manager is City staff representative to

the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities - 0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for

homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The owner-occupied rehabilitation activity through ESC imposes a five-year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24

92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City currently has no plans to use HOME funds for such refinancing.

Attachment A

Public Participation

THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Rev sed Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 01/03/2019	01/03/2019	LEGAL 423/PUBLI	1	325.50

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 3rd day of

January, 2019

Notary Public
Diana J. Crouch/16016002
02/21/2019



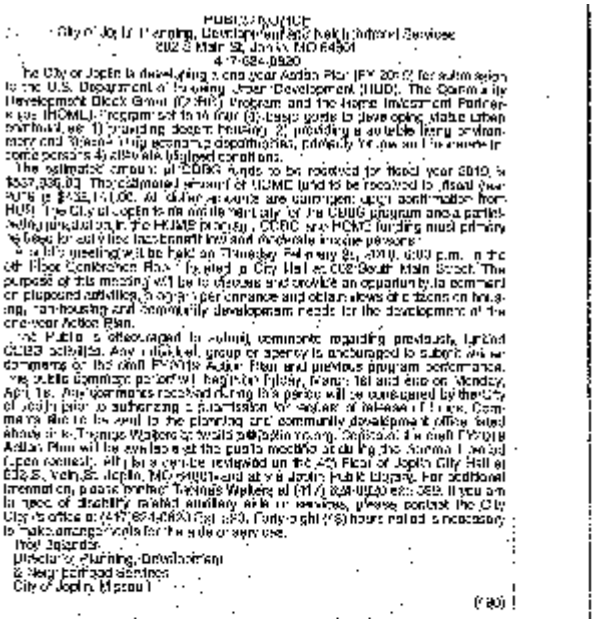
OMB Control No: 2506-0117 (exp. 06/30/2018)

Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: January 17, 2019 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

Name:	Agency:	Address:	Phone:	E-Mail Address:
CURTIS SCOTT	ESC	1924 W. 4TH STREET	417-781-4437	cscott@escswa.org
Anna Leonard	One Joplin	3510 E. 3rd	620-404-8448	anna@onejoplin.com
Debbie Huff	Joplin Habitat	520 N. Main St.	417-782-6533	dhuff@joplinhabitat.org
Thomas Walters	C of J	602 S Main	417-624-0820	twalters@joplinmo.org
MATT MORAN	JOPLIN HOUSING AUTH.	1934 W 24TH	417-624-4514	mmoran@joplinpha.org
TAMMY WALKER	ESC	312 Joplin	417-781-0852	twalker@escswa.org



PUBLIC NOTICE

City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one year Action Plan (FY 2010) for submission to the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to develop viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons, 4) eliminate blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2010 is $537,336.00. The estimated amount of HOME funds to be received for fiscal year 2010 is $432,170.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is not officially in the CDBG program and is participating jurisdiction in the HOME program. CDBG and HOME funding must primarily benefit low and moderate income persons.

A public meeting will be held on Thursday February 25, 2010, 6:00 p.m. in the 4th Floor Conference Room located at City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, to review performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2010 Action Plan and previous program performance.

The public comment period will begin on Friday, March 19th and end on Monday, April 19th. Any comments received during this period will be considered by the City of Joplin prior to authorizing submission of the plan to HUD. Comments are to be sent to the planning and community development office listed above or to Teresa Walters at twalters@joplinmo.org. Copies of the draft FY2010 Action Plan will be available at the public meeting scheduled during the Annual Council Open Session. A copy can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Teresa Walters at (417) 624-0820 ext. 469. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 ext. 453, forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Post Dates:
Director's Planning Commission
2 Newspaper Printings
City of Joplin Website

(Feb)

THE JOPLIN GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 02/14/2019	02/14/2019	LEGAL 490/ACTIO	1	325.50

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 14th day of February, 2019

Diana J. Crouch (Notary Public)
Diana J. Crouch/1s146002
02/21/2019

OMB Control No: 2506-0117 (exp. 06/30/2018)

Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: February 28, 2019 Time: 5:00 - 6:00 PM Place: Joplin City Hall
5th Floor Study

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thom Walton	Cof J	602 S Main	417-624-0820	twalton@joplinmo.org

PUBLIC INPUT FOR THE 2019 ACTION PLAN

Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):

Name/Representing: _____

Email/Phone: _____

Please leave your comments in the space provided above or submit any comments to:

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

Thank you for your feedback

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, STATE that I am Accounting Clerk of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 05/05/2020	05/05/2020	LEGAL 190/PUBLI	1	284.81

(First Published May 5, 2020)
PUBLIC NOTICE
City of Joplin
Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is AMENDING a one-year Action Plan (FY 2019) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The amount of CDBG funds previously approved for fiscal year 2019 was $547,939.00. In response to the Covid-19 pandemic the City of Joplin is receiving a special allocation as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, as an addition to funds previously approved as part of the plan. The special allocation amount of CDBG-CV to be received is $348,798.00. CDBG funding must primary be used for activities that benefit low- and moderate-income persons.

A public comment period will commence 24 hours from the posting of this notice on May 5, 2020. The purpose of this comment period will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on proposed programs for the approval of the 2019 Action Plan Major Amendment.

Any individual, group or agency is encouraged to submit written comments on the draft FY2019 Action Plan Major Amendment. The public comment period will begin on May 6, 2020 and end on May 11, 2020. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for request of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft FY2019 Action Plan Major Amendment will be available at the public on the City of Joplin Community Development webpage. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 539.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri

(190)

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 5th day of May, 2020

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2023

"NOTARY SEAL"
Diana J. Crouch, Notary Public
State of Missouri, Jasper County
Commission # 15146002
My Commission Expires Feb. 21, 2023

Attachment B

Appendices


East Town Neighborhood
VANDALIA
GARDEN
TRENTON
ROLLA
PARK
QUINCY
MCKEE
ST LOUIS
EUCLID
LAUREL
JACCARD
MAIN
OZARK
FIELD
CHAPEL
ONEIDA
G
FRANKLIN
LANDRETH
PERSIMMON
GALENA
POOL
SPRING
NORTH
FURNACE
VALLEY
MICHIGAN
MINERAL
COX
DIVISION
HILL
BROADWAY
CENTRAL
SCHOOL
RAILROAD
COMINGO
CLUB
ELM
COMMERCIAL
TERRACE
HIGH
MURPHY
JASPER
2ND
3RD
4TH
5TH
6TH
7TH
8TH
9TH
ST CHARLES
HIGHLAND
VIRGINIA
MINNESOTA
OHIO
INDIANA
ILLINOIS
GRAND
N

Section 7 - APPENDIX A - Lead Regulations

LEAD BASED PAINT
(24 CFR PART 35)
REFERENCE GUIDE

(SUB-GRANTEES are to refer to, and comply with, all of the actual lead paint regulations and HOME regulations when lead hazards are involved.The following is only an overview.)

A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

Department of Housing and Urban Development
24 CFR Part 35, et al.
Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Rule

B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions
  Note: Always get these prior approved by the PJ first.

C. Documentation Required

Notice To Occupants

- Distribution of the "EPA Lead Hazard Information" Pamphlet to homeowner
- "Notice of Hazard Evaluation" (or presumption) within 15 days and "Notice of Hazard Reduction & Clearance" within 15 days

Hazard Reduction Work

- Final scope of work with both lead- and non lead-paint (included in Work Write-Up/Cost Estimate)
- Worker qualifications (must be pre-approved with JC)
- Safe Work Practices at 24 CFR Part 35.1350 observed
- Lead Clearance must be achieved after all rehab work done

Clearance Report (after completion of rehab)

- copy of clearance report must be sent to the PJ at time of payment request
- must be performed by a certified paint inspector or risk assessor.

D. General Procedural Overview

Lead-based paint testing and risk assessment will also be conducted by a qualified SUB-GRANTEE Inspector or, an outside certified lead-based trained inspector should be hired. The presumption of lead-based paint or the lead paint inspection must be performed in all areas of the home (pre-1978) including exteriors of the home.

The scope of work must integrate both "lead" and "non-lead" triggered activities. (Provide preliminary work write-up to Risk Assessor, then incorporate the assessment's findings.)

The entire house must pass a Lead Clearance test. HOME funds must first be allocated to lead stabilization or abatement projects so the house complies with the Lead Safe Housing Rule before other projects can commence. *The exception to this would be accessibility or emergency repair projects.*

Course of Action:

1. Determine level of hazard evaluation and reduction *(24 CFR 35.915-930)*
2. Presume lead or evaluate *(option – 24 CFR 35.120),* evaluate recommended
3. Perform paint testing and risk assessment by certified personnel
4. Include in the scope of work for "lead" activities the interim controls and/or abatement recommendations from a risk assessor, and safe work practices for items determined to be lead paint.
5. Determine impact of 'occupant relocation' requirements *(24 CFR 35.1345).*
6. Based on the results of paint testing and/or risk assessment, establish contractor qualifications *(see safe work practices and 35.1325-1330),* safe work practices to be used (including occupant protections), and achieving clearance in bid invitation and contract.
7. Relocate occupants and belongings if containment can not be achieved *(24 CFR Part 35.1345)*
8. Supervise work so that **"Safe Work Practices"** at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance. Verification that these practices were observed must be provided to the PJ. This is recommended to take the form of a signed letter/form accompanied by photos that may provide proof of compliance. The occurrence of this monitoring should be no less than 1 verification for every 6 months. (Amended 11/19/12)
9. Property must be inspected by a licensed lead paint inspector, risk assessor, or lead sampling technician and pass the lead clearance evaluation after all rehab work is done.

E. Lead Hazard Evaluation Methods & Qualifications

1. **Visual Assessment:** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger and is only allowed for projects that do not exceed $5,000. The assessment is performed by either a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.

2. **Paint Testing:** entails testing painted surfaces to determine if they contain lead-based paint, using methods such as XRF analyzer or a laboratory analysis. (Note: Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. Because an inspection evaluates all painted surfaces, is more comprehensive than the paint testing.) Paint testing must be conducted by state certified paint inspectors or risk assessors.

3. **Risk Assessment:** is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A certified risk assessor must conduct the assessment.

Summary of Lead-Based Paint Requirements by Activity

	Rehabilitation		
	≤$5,000	**$5,000 - $25,000**	**>$25,000**
Approach to Lead Hazard Evaluation and Reduction	1. Do no harm	3. Identify and control lead hazards	4. Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing (of surfaces to be disturbed), Visual Assessment allowed	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation	Interim Controls	Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation)
	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house
Ongoing Maintenance	Notice is suggested.	Notice is suggested.	Notice is suggested.
Options	Presume lead-based paint Use safe work practices on all surfaces	Presume lead-based paint and/or hazards Use standard treatments	Presume lead-based paint and/or hazards Abate all applicable surfaces

F. Lead Hazard Reduction Methods:

1. **Paint Stabilization:** reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal, and repainting or abatement.

2. **Interim Controls:** *(24 CFR 35.1330)* Temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.

   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.

   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.

   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including Standard Treatments) *(24 CFR 35.1330*): the workers should be trained in accordance with the OSHA Hazard communication requirements (29 CFR 1926-59) or either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed on the of following courses:

- LBP abatement worker or supervisor *(40 CFR 745.225)*
- Operations and Maintenance (NETA)
- Remodeler's and Renovator's Lead-Based Paint Training Program" developed by HUD and the National Association of the Remodeling Industry; or,
- An equivalent course approved by EPA or HUD

3. **Abatement:** permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA, or conducted by EPA.

G. Safe Work Practices 24 CFR 35.1350

- Prohibited methods- Methods of paint removal listed in Sec. 35.140 shall not be used.
- Occupant protection and worksite preparation- Occupants and their belongings shall be protected, and the worksite prepared, in accordance with Sec. 35.1345.
- Specialized cleaning – After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

Prohibited Methods of Paint Removal *(24 CFR 35.140)*

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without HEPA local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the *Occupational Safety and Health Administration* regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

Occupant Protection *(24 CFR 35.1345)*

Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g.,

exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, bathroom and kitchen facilities. (HUD Interpretive Guidance J24 – "The term "interior work" refers to work in a single room. See also R18 and R19.)

The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. If contaminated, furniture and clothing should be cleaned before returning to the home.

Worksite Preparation *24 CFR 35.1345*

1. The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

2. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

H. Relocation Guidelines

Relocation may be required for households when the site cannot be contained. The Sub-Grantee must determine if the lead-hazard reduction work will require relocation for the safety of the household. If so, the homeowner must relocate and is responsible for finding a safe place in which to stay. They are also responsible for any costs incurred. This is considered their contribution to the project.

When is relocation required?

- If the work site cannot be contained and will create safety, health, or environmental hazards, relocation will be required until all interior work is completed and passes the dust wipe clearance criteria.

- If the resident cannot enter important parts of their home such as the bathrooms or kitchen for several days, they may need to relocate temporarily.

When is relocation not required?

- The work will not disturb lead-based paint, create lead dust hazards and soil lead hazards

- The work on the interior of the home will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

- Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is available.

- Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris and cleaned; and, at the end of the day, the occupants have safe access to sleeping areas, a bathroom and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.

- Relocation of elderly occupants (62 and over) is not typically required. Complete disclosure of the nature of work must be provided and informed consent of the occupant is obtained before commencement of work. Children must not be present in the home.

What constitutes an appropriate relocation unit?
The Lead Safe Housing Rule requires that the relocation unit be lead-safe. There are two ways to demonstrate the lead-safety of a unit:

- Use post-1978 units
- Perform a clearance examination in the unit to ensure that there is no deteriorated paint or dust hazards
- Commercial units such as hotels are exempt

Work in owner-occupied housing does not trigger the URA (Uniform Relocation Act). However, agencies may choose to adopt optional policies that define "hardship" situations for homeowners and pay certain costs related to the temporary relocation. These costs should be necessary and reasonable. Any such policy must be written and must be applied consistently.

Minimize the relocation time:
- Schedule the work to minimize the time the residents must be out of the home. When scheduling work:
    - The worksite must be properly contained and the resident may never enter during the course of the work.
    - Work areas must pass interim clearance before a resident can reoccupy the home
    - A final clearance is required at the end of the job, even after interim clearances have been done.
- Look for ways to streamline standard rehab procedures to ensure that jobs move more quickly.
- Maintain strict deadlines for contractors to finish the work and pass clearance.

I. Lead Hazard Criteria

- Deteriorated paint
- Lead in dust (clearance and/or risk assessment)
    - Floors — 40 micrograms/ft^2
    - Interior window sills — 250 micrograms /ft^2
    - Troughs — 400 micrograms /ft^2 (clearance only)

- Lead in soil (risk assessment)
    - Play areas of bare soil — 400 parts per million (ppm)
    - Other soils in remainder of yard — 1200 parts per million (ppm)

J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35
  "Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards

- HUD Office of Healthy Homes & Lead Hazard Control:
  Website: http://www.hud.gov/offices/lead
  Regulation Hotline: (202) 755-1822 ext 104
  E-mail: lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org
  Implementing HUD's Lead-Safety Regulation
  Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST
  Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/
  Lists companies providing lead services

- EPA: www.epa.gov/opptintr/lead, National Lead Information Center:
  1 (800) 424-5323

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices
  (Amended on 11/19/12)

AGREEMENT

Whereas, _____ ("Homeowner") is receiving HOME Investment Partnerships (HOME) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate home located at <*insert address*> in compliance with City of Joplin building codes and HOME Program Housing Quality Standards. The estimated after-rehabilitation value of the home is $_____.[1]

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Principal Residency and Income Eligibility
Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Subrecipient may require immediate payment in full of the entire loan amount provided by the Subrecipient.

Homeowner agrees that if during the <*insert occupancy period*> he/she/they sell part or all of the property without Subrecipient's prior written consent then the Subrecipient may require payment in full the amount of the loan outstanding at time of sale.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered pad in full on the_____of _____ and the Note will be released.

1 The after-rehabilitation value must not exceed 95 percent of the median area purchase price, as required under 24 CFR 92.254(a)(2)(iii)

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this ___**day of _____.**

Signed, sealed and delivered in the presence of:

_____	_____
Economic Security Corporation	**Homeowner**
_____	_____
Notary Public	**City of Joplin**

Commission Expiration Date:

Attachment

A. Scope of Work
B. Recapture Provisions (Deed Restriction)

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this _____day of Month, 20XX, by _____ ("Homeowner"), the fee simple owner of certain property further described herein.

RECITALS:

WHEREAS, Homeowner is the beneficiary of expenditure of federal funds amounting to _____ $ _____ pursuant to the Home Investment Partnership Program ("HOME Program") from the Joplin HOME Consortium, which were used for the acquisition of the residential building on the following described real property in the County of Jasper, State of Missouri (the "Property"):

LEGAL DESCRIPTION.

Also known as: POSTAL ADDRESS

WHEREAS, the Homeowner, as the beneficiary of the expenditure of HOME Program funds, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

NOW, THEREFORE, the following is established as a deed restriction and covenant running with the Property:

1. **Affordability Requirements**. The use of the Property shall comply with the affordability requirements established by the U.S. Department of Housing and Urban Development ("HUD"), which are currently set forth in 24 CFR Section 92.254, including, as follows:

A. Acquisition. Housing that is for acquisition by a family must be single family housing. The housing must have a purchase price that does not exceed 95 percent of the median purchase price for the area [CFR 24 92.254(a)(2)(i)].

B. Period of Affordability. The HOME-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance HOME amount per-unit is under $15,000.00 and is therefore subject to the minimum period of affordability of 5 years [CFR 24 92.254(a)(4)] according to the following table:

Homeownership Assistance Amount	Affordability Period
<$15,000	5 years
$15,000 - $40,000	10 years
>$40,000	15 years

C. Occupancy Limitations. The Property must be the principal residence of Homeowner and Homeowner's family throughout the period of affordability, unless the property is resold pursuant to Section C. below [CFR 24 92.254(a)(3)].

D. Recapture Provisions. Recapture provisions ensure that the City of Joplin, acting as the Joplin HOME Consortium Participating Jurisdiction (PJ), recoups a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability [CFR 24 92.254(a)(5)]. The recapture rate for the Property is as follows:

The HOME investment amount is to be recaptured on a twenty percent (20%) prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period of 5 years. THEREFORE, the amount to be recaptured is reduced by twenty percent (20%) of the entire HOME investment amount, or TWO THOUSAND, SEVEN HUNDRED FIFTY AND 82/100 ($2,750.82), every year the homeowner occupies the housing unit until the 5 year affordability period has been completed.

The PJ has structured its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds

subject to recapture [CFR 24 92.254(a)(5)(ii)]. When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)].

2. **Term**. The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for 5 years, from this __ day of Month, 20XX through and including the ___ day of Month, 20XX ("the period of affordability") and shall not be amended or modified without the express written consent of the City of Joplin (The Participating Jurisdiction for the Joplin Consortium)

3. **Enforcement**. The provisions of this Deed Restriction and Covenant may be enforced by City of Joplin and/or HUD, or appropriate representatives thereof.

Homeowner:	City of Joplin (PJ):
_____	_____
Printed Name	Troy Bolander Planning and Community Development

STATE OF MISSOURI)
) ss.
JASPER COUNTY)

On this ____day of Month, 20XX before me personally appeared _____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year above written.

My commission expires: _____.

_____
Notary Public

STATE OF MISSOURI)
)ss.
COUNTY OF JASPER)

On this ___ day of Month, 20XX, before me, appeared Troy Bolander, to me personally known, who being by me duly sworn did say that he is the Program Manager of the HOME Program for the City of Joplin, Missouri, a Municipal Corporation, and that said instrument was signed on behalf of said City of Joplin, and said Troy Bolander acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

My commission expires: _____.

_____
Notary Public

JOPLIN CONSORTIUM
REGULATORY AGREEMENT
(HOME PROGRAM)

_____, **2019** *(year)*

GRANTEE:

Economic Security Corporation of SW Area
Name of Agency

1924 West 4th Street, Joplin, MO 64801
(Mailing Address)

GRANTOR (Homeowner):

_____
Name

_____
(Mailing Address)

LEGAL DESCRIPTION:

See Exhibit "A"

JOPLIN CONSORTIUM
REGULATORY AGREEMENT
JOPLIN HOME PROGRAM
(Three Year)

THIS REGULATORY AGREEMENT (the "Agreement") made and entered into as of the ____ day of _____, **2019**, by and between (the homeowner) (hereinafter called the "Owner"), whose address is _____, and (Economic Security Corporation), a Missouri Non Profit Corporation (hereinafter called the "Agency"), whose address is **1924 West 4th Street, Joplin, MO 64801**.

WITNESSETH:

WHEREAS, the agency, at the request of the Owner, is providing financing in the amount of $_____ for certain home repairs, rehabilitation and/or reconstruction, with funds made available from the Joplin Consortium (JC) under the HOME Investment Partnerships Program (the "HOME" Program), as described in Title II, the Cranston-Gonzalez National Affordable Housing Act (NAHA), Public law No. 101-625, 104 Stat. 4079 (1990), such financing being made pursuant to the rules and regulations promulgated thereunder including 24 CFR 92 (the HUD Regulations), all applicable rules and regulations (the JC Regulations) promulgated pursuant thereto by JC, and all other applicable State statutes (the State Act, JC Regulations, HOME, NAHA and HUD Regulations hereinafter collectively called the "Acts and Regulations"), the covenants, terms and conditions of which are by this reference incorporated herein as if set forth verbatim, as are the requirements of the Agency under that certain Owner-Based Assistance Master Agreement between the Agency and JC; and,

WHEREAS, the Agency is using the HOME funds received from JC to finance certain repairs, rehabilitation and/or reconstruction of owner-occupied, single family dwelling units throughout its geographical jurisdiction in order to assist in the preservation of safe, decent and sanitary housing for qualified low-income homeowners; and,

WHEREAS, the Owner is the occupant and owner in fee simple of residential land and improvements (Property) located in _____, (city) _____, (county) in the State of Missouri and more particularly described in **Exhibit "A",** attached hereto and incorporated by reference herein; and,

WHEREAS, JC requires as a condition precedent to the repair, rehabilitation and/or reconstruction of the Property, that the Agency and Owner agree to execute, deliver and record this Agreement in the official land records of the county in which the Property is situation, whereby the Owner agrees to certain restrictions pertaining to the sale of the Property; and,

NOW, THEREFORE, in reliance on, and in consideration of, the mutual premises and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Agency agree as follows:

1. Concurrent with the execution by the Owner of the Construction Contract, the Agency agrees to have this Agreement and all amendments hereto, recorded in the official land records of the county in which the Property is located, and shall pay all fees and charges incurred in connection therewith. In like manner, Agency will be responsible to file a release at the end of the term of this Agreement and pay all costs associated therewith.

2. The Owner intends, declares and covenants that, during the term of this Agreement, this Agreement and the covenants and restrictions set forth herein regulating and restricting the Owner's sale of the Property shall be binding on the Owner, as personal covenants of the Owner and shall run with the land.

3. The Owner represents and warrants that the execution and performance of this Agreement by the Owner will not violate, or as applicable, have not violated any provision of law, rule or regulation, or any order of any court or any agency or governmental body, and will not violate or, as applicable, have not violated any provision of an indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which Owner or Owner's property is bound.

4. The Owner represents and warrants that at the time of the execution and delivery of this Agreement, the Owner has good and marketable title to the Property, free and clear of any lien or encumbrance, except the encumbrance created by this Agreement, a first mortgage lien, standard building set-back lines and easements and other matters acceptable to the Agency as set forth on the loan title insurance policy of the Property.

5. The Owner is a low-income homeowner and occupant as defined by the Acts and Regulations.

6. The Owner shall at all times comply with all applicable Home Repair Program requirements and all applicable requirements set forth in the Act and Regulations as the same may be amended from time to time. In addition, Owner agrees to comply with Item 15 of the Homeowner's Affidavit and will not commit any acts or permit any of his/her agents, guests or any person acting on his/her behalf to commit any acts which interfere with the work being performed by the contractor contracted by the Agency of the Home Repair Program.

7. The Owner warrants that it has not and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

8. The Owner also warrants that through the term of this Agreement:

   a. The Owner shall use and maintain the Property as Owner's principal residence and in no event shall Owner use said Property as rental or investment property. Further, Owners shall not sell, transfer or convey the property or cause title to the property to be vested in another party in any other manner, except as set forth below.

   b. If, prior to the expiration of this agreement, the Owner sells the Property to anyone other than a qualified purchaser, the qualification of who will be determined solely by the Agency in accordance with the Acts and Regulations, the Owner agrees to repay the Agency all of the funds used to repair, rehabilitate and/or reconstruct the Property.

   c. If, prior to the expiration of the Agreement, should the Owner decide to refinance this property, the Owner agrees to repay the Agency all of the funds used to repair, rehabilitate and/or reconstruct the Property. **SUBORDINATIONS WILL NOT BE GRANTED.**

   d. The Owner will not change the use of the Property, or any part thereof, to a use other than for singe-family occupancy.

   e. The Owner, as requested by the Agency, shall submit to the Agency such documentation as is required by the Agency to verify continuing compliance with this Agreement.

   f. The Owner hereby agrees and consents that the Agency shall be entitled, for any breach of the provisions of this Agreement hereof, which is not cured within ninety (90) days after delivery of a written notice of any such breach (or such longer period as shall be needed to cure such breach, provide that Owner expeditiously commences to cure same within such time period and diligently pursues same to completion), in addition to all remedies provided by law or in equity, to enforce by specific performance all of the obligations of Owner under this Agreement in a state court of competent jurisdiction.

   g. The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by Agency.

9. This Agreement and sales restrictions specified herein, shall commence on the date the Owner and Agency execute this Agreement (the "commencement Date"), and shall automatically terminate on the third (3rd) anniversary of the Commencement Date. In the event of extreme hardship, the terms of this Agreement may be waived, absent fraud or misrepresentation. The determination of extreme hardship shall be at the Agency's sole discretion.

10. This Agreement may not be amended without the prior written consent of the parties hereto.

11. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

12. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested or personally delivered to the parties hereto, at the addresses set forth at the beginning of this Agreement, or to such other place as either party may from time to time designate in writing delivered to the other party in accordance herewith.

13. All forms required by this Agreement shall be on forms required or approved by the Agency.

14. This Agreement shall be governed by the laws of the State of Missouri, and where applicable, the laws of the United State of America.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

(SEAL)
ATTEST/WITNESS

_____

OWNER:

_____
Owner Name:

_____
Co-Owner Name:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

ON this ____day of _____, 2019, before me personally appeared _____ _____, known to me to be the person(s) who executed the forgoing Agreement and acknowledged to me that _____ executed the same for the purposes therein stated and the said _____ _____acknowledged (himself) (herself) (themselves) to be (unmarried) (married).

GIVEN under my hand and seal of office this ___day of _____, 2019.

_____
Notary Public

My Commission expires:

SEAL)
ATTEST/WITNESS

AGENCY:
Economic Security Corporation, a
Missouri Non Profit Corporation

_____
Name

_____
Curtis Scott
Director of Home Repair

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

ON this ____day of _____, **2019**, before me appeared **Curtis Scott**, known to me personally and known to me, being duly sworn, did say that he is the **Director of Home Repair** of **Economic Security Corporation**, and that said instrument was signed by virtue of the authority vested in him and acknowledged that he executed the aforesaid instrument for and on behalf of the **Agency**, for the purpose therein expressed.

GIVEN under my hand and seal of office this ___day of _____, **2019**.

_____
Notary Public

My Commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2020-007 – FY 2019 CDBG and HOME Action Plan Substantial Amendment.

MEETING DATE
May 18, 2020

REVIEWED BY
Director of Planning Development and Neighborhood Services - Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
The following is a resolution that authorizes the filing of a substantial amendment to the One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2019 to include an additional $348,798.00 in CDBG funds.

BACKGROUND
As authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, the City of Joplin is receiving a special allocation of Community Development Block Grant (CDBG-CV) in the amount of $348,798.00. In accordance with the Citizen Participation Plan and the Code of Federal Regulations, the funding and new programs constitute a substantial amendment to the fiscal year 2019 One Year Action plan previously approved in the amount of $547,939.00 in CDBG funds. Additionally, the HOME program is funded at $426,141.00 in the 2019 Action Plan. Funded programs can be found on the summary of the amended plan and include economic development, public service and administration. Finite activities will be developed as a result of the needs assessment being conducted by Guidehouse, L.L.P.

The combined amount for the 2019 Action Plan Substantial Amendment totals, include the special allocation, is $896,737.00 in CDBG funding. HOME funds remain at $462,141.00.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
2019 CDBG & HOME Action Plan Substantial Amendment
Resolution No. 2020-007

RESOLUTION NO. 2020-007

A RESOLUTION authorizing the filing of a Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Joplin is receiving $348,798.00 in additional CDBG funds specifically to address COVID-19 needs; and

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

Section 1: That the City of Joplin file a Substantial Amendment to the One Year Action Plan for fiscal year 2019 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated total amount of $896,737.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $462,141.00 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the Major amendment to the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



CITY OF JOPLIN, MISSOURI CITIZEN PARTICIPATION PLAN 2020

OVERVIEW

The City of Joplin, Missouri is required to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation per Development Act of 1974 (42 U.S.C. 5340(A)(3)). The City of Joplin is required to follow the citizen participation requirements per 24 CFR Parts 91.100 and 91.105. The following plan incorporates all requirements set forth in 42 U.S.C. 5340(A)(3), Missouri Statute Chapter 610, and City of Joplin Council Resolution NO. 2004-038.

This citizen participation plan encourages citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, the Annual Action Plan, any substantial amendments to the Annual Action Plan, the Affirmatively Furthering Fair Housing (AFFH) and Assessment of Fair Housing (AFH) Plan, and annual performance reports (CAPER).

There are numerous groups particularly targeted for participation including low- and moderate-income persons, minorities, non-English speaking persons, and persons with disabilities.

The citizen participation plan is broken down into the following sections:

- **Consolidated Plan**
- **Annual Action Plan**
- **Amendments to the Consolidated Plan and/or Annual Action Plan**
- **Affirmatively Furthering Fair Housing (AFFH) & Assessment of Fair Housing (AFH) Plan**
- **Performance Reports**
- **Displacement**
- **General Process**

CONSOLIDATED PLAN

There are several requirements included as a part of this plan to encourage citizen participation in the development of the Consolidated Plan. The City initially shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-to-moderate income households. To attain this goal, the City shall complete the following items:

- Publish a statement of intent and notice of public hearing on an annual basis in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing.

- Hold a public hearing inviting input on the Needs Assessment, Proposed Activities, and Strategy portions of the Consolidated Plan.

- Provide information to social service agencies, churches, housing agencies, and other not-for-profit organizations regarding the program and invite input.

Once the Consolidated Plan is completed, the City shall make the document available to the public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following items:

- Publish a summary of the Consolidated Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days.

- Make copies of the proposed Consolidated Plan available at public libraries, government offices, and other public places.

The City shall prepare a summary of public comments received and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Consolidated Plan.

This summary shall include, at minimum, the purpose and contents of the Consolidated Plan and shall include a list of the locations where copies of the entire proposed Consolidated Plan may be examined. Additionally, the Plan shall be made available electronically at no cost as the first option to organizations requesting copies (one copy per organization). The hard copies may be provided upon request at no cost to agencies or citizens that do not have electronic viewing capabilities.

There are several groups[1] that will specifically be included in the citizen participation process as follows:

- Homelessness Strategy and Resources: When developing this portion of the Consolidated Plan, the City shall consult with the Homeless Coalition of Southwest Missouri (CoC), area health-care facilities, and area business and civic leaders.

- Lead-based Paint: When preparing the portion of the Consolidated Plan, the City shall consult with state or local health and child welfare agencies and examine existing data related to lead based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.

- Priority Non-Housing Needs: When preparing the description of the non-housing priority needs, the City shall consult with adjacent local governments when possible or applicable for needs and services that involve multiple jurisdictions.

- Public Housing: When preparing the public housing section of the Consolidated Plan, the City shall consult with the local public housing agency to identify needs and strategies to address those needs.

- Other Topics/Issues: In developing the plan, the City will also consult with the Joplin Area Transportation Study Organization (MPO) to determine transportation, accessibility, and other region-wide issues.

Once the citizen participation and public comment period have been completed, the City will submit the final Consolidated Plan at least forty-five (45) days before the start of the program year.

[1] See 24 CFR 91.100 (a)(1)

ANNUAL ACTION PLAN

The Annual Action Plan is a one-year plan that implements the Consolidated Plan. The Annual Action Plan includes funding priorities and expected accomplishments from each project. There are several requirements included as a part of this plan to encourage citizen participation in the development of the Annual Action Plan. The City initially shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive including grant funds and program income and the range of activities that will be undertaken. This shall also include the estimated amount that will benefit persons of low-to-moderate income households. To attain this goal, the City shall complete the following items:

- Publish a statement of intent and notice of public hearing on an annual basis in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing.

- Hold a public hearing inviting input on the Expected Resources, Annual Goals and Objectives, and Projects portions of the Annual Action Plan.

- Provide information to social service agencies, churches, housing agencies, and other not-for-profit organizations regarding the program and invite input.

Once the Annual Action Plan is completed, the City shall make the document available to the public and provide reasonable opportunity for organizations to examine the content and provide comment on the Plan. To reach this goal, the City shall complete the following items:

- Publish a summary of the Annual Action Plan in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days.

- Make copies of the proposed Annual Action Plan available at public libraries, government offices, and other public places.

This summary shall include, at minimum, the purpose and contents of the Annual Action Plan and shall include a list of the locations where copies of the entire proposed Annual

Action Plan may be examined. Additionally, the Plan shall be made available electronically at no cost as the first option to organizations requesting copies (one copy per organization). The hard copies may be provided upon request at no cost to agencies that do not have electronic viewing capabilities.

The City shall consider all comments which are received in writing or orally at the public hearing in preparing the final Annual Action Plan. To accomplish this goal, the City shall prepare a summary of public comments received, and a summary of any comments not accepted into the plan and the reasons therefore, which shall be incorporated as a part of the final Annual Action Plan.

Once the citizen participation and public comment period have been completed, the City will submit the final Annual Action Plan at least forty-five (45) days before the start of the program year.

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN AMENDMENTS

SUBSTANTIAL CHANGE

Per 24 CFR §91.505, the Consolidated Plan and/or Annual Action Plan must be amended when one (1) or more of the following three (3) criteria are met:

1. Substantial change in the Grantee's fund allocation priorities or a substantial change in the method of distribution of funds;

2. To carry out an activity not previously included in the Annual Action Plan, using funds from any program or activity covered by the Consolidated Plan; or

3. To substantially change the purpose, scope, location, or beneficiaries of an activity approved as part of the Annual Action Plan.

The criteria to determine what actions constitute a substantial change shall be as follows:

- A substantial change in regard to criteria #1 will occur in the event that the process of citizen input or decision making is significantly altered such as revision of program year dates.

- A substantial change in regard to criteria #2 will occur in the event that a proposed new activity exceeds 10% of program funds.

- A substantial change in regard to criteria #3 will occur in the event that:

    - An approved activity is significantly altered in scope and changes the overall purpose of the approved activity or results in an expansion of the activity's original budget by more than 50%.

    - An approved activity is significantly altered to include new project elements not previously approved constituting more than 50% of the project.

    - The beneficiaries are significantly altered by excluding a group previously considered to be a beneficiary group of the approved activity.

PROCESS FOR AMENDMENT

Once a substantial change has been determined, the City will adhere to the following procedure:

- Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the date of the public hearing.

- Hold a public hearing inviting input regarding the proposed amendment.

- Accept public comments for a period not less than thirty (30) calendar days on the substantial amendment following the public hearing. Any comments received either written or orally at the public hearing and during the thirty-day (30)

comment period shall be considered in preparing the substantial amendment. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final amendment.

- The draft amendment shall be presented to the City's governing body for adoption by ordinance.

- The draft substantial amendment will be submitted through IDIS, and a physical copy of the amended plan and ordinance will be sent to HUD for approval.

The Consolidated Plan and/ or Annual Action Plan Amendment will be deemed approved sixty (60) calendar days after it is submitted to HUD unless the City is notified of disapproval prior to that time. However, implementation of a Consolidated Plan and/or Annual Action Plan Amendment by the Grantee can occur more quickly with express permission from HUD on acceptance of the Amendment.

SUBSTANTIAL CHANGE DISASTER RESPONSE - PROCESS OF AMENDMENT

For all amendments as a result of a declared disaster or emergency that meet the criteria for substantial change to the Consolidated Plan or Annual Action Plan the City will adhere to the nominal requirements for substantial amendment under 24 CFR 91.105 of one 30 day public comment period prior to approval by City Council. Reasonable notice of opportunity to comment will be reduced to posting comment period dates and time a minimum of 24 hours prior to comment period on the City of Joplin website.

Any further reductions in citizen participation will be authorized by waiver issued, or approved upon request by an authorized City Official, by the U.S. Department of Housing and Urban Development.

NON-SUBSTANTIAL CHANGE

A non-substantial change is defined as any change or alteration that will not constitute a substantial change as defined above under SUBSTANTIAL CHANGE. Examples of non-substantial change may include cancellation of a previously approved activity due to unforeseen circumstances that have caused significant delays or unreasonable cost burdens, removal and reallocation of funds remaining after an activity is completed as approved, and increase of activity budget to make up the shortage to secure a contract. The City (Grantee) Staff responsible for overseeing and managing the CDBG Program will

have authority to approve and implement non-substantial changes on an as- needed basis as part of the CDBG program administration.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH) & ASSESSMENT OF FAIR HOUSING (AFH) PLAN

On March 14, 2016, the Department of Housing and Urban Development (HUD) issued a notice providing guidance to cities incorporating the 24 CFR Part 5 Affirmatively Furthering Fair Housing rule into the requirements of 24 CFR 91.10 – Consolidated Program Year and 24 CRF 91.115 – for the Citizen Participation Plan. The new AFFH rule requires cities to set forth a meaningful and transparent process to identify and understand local and regional fair housing issues and set goals for improving fair housing choice and access to opportunity. The City of Joplin will partner with the Joplin Public Housing Authority to complete the Assessment of Fair Housing (AFH).

The goal of the AFFH rule is to utilize local and regional data to better understand fair housing issues and to establish fair housing priorities and goals. Such data is intended to make participants better able to evaluate fair housing issues, including: segregation, conditions that restrict fair housing choice, and disparities in access to housing and opportunity. To reach this goal, the City shall complete the following items:

1. Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) days prior to the public hearing.

2. Hold a public hearing inviting input on fair housing issues and needs.

3. Provide information to social service agencies, churches, housing agencies, and other not-for-profit organizations regarding the AFFH rule and the AFH plan and invite input.

4. Publish a summary of the Assessment of Fair Housing in the local newspaper of greatest circulation inviting public comment for a period no less than thirty (30) calendar days.

Once the citizen participation and public comment period have been completed, the City of Joplin, Missouri will submit the final Assessment of Fair Housing plan to the Department of Housing and Urban Development.

PERFORMANCE REPORTS

The final aspect of citizen participation relates to the performance of the program. The City will adhere to the following process:

- Publish a statement of intent and notice of public hearing in the local newspaper of greatest circulation at least fifteen (15) calendar days prior to the public hearing.

- Hold public hearing inviting input regarding the final performance report, officially titled Consolidated Annual Performance and Evaluation Report (CAPER), for the previous program year.

Public comments will be accepted for a period not less than fifteen (15) calendar days to receive comments on the draft CAPER. Any comments received either written or orally at the public hearing shall be considered in preparing the final performance report. A summary of these comments or views and a summary of the views not accepted and the reasons therefore shall be attached to the final report.

This public hearing shall be held annually not more than ninety (90) calendar days after the completion of the most recent program year, which shall outline the status of all activities as of the end of the § 570.507.

In addition to the performance report, the City shall submit the following reports, as part of the requirement for the CDBG program. These reports are not subject to citizen review:

- Equal Employment Opportunity Reports (HUD/EEO-4) as of June 30.

- Semi-Annual Labor Standards Enforcement Reports April 1st and October 1st of each program year.

- Minority Business Enterprise Reports on April 30 and October 31 of each program year.

DISPLACEMENT

The City of Joplin does not intend to undertake any activities funded by the U.S. Department of Housing and Urban Development (HUD) that would cause either temporary or permanent displacement of an individual or family. However, the City is required to have a Plan in place should such an event occur.

The Plan contains of three major components.

ONE-FOR-ONE REPLACEMENT OF LOW AND MODERATE-INCOME DWELLING UNITS

All occupied and vacant occupiable low and moderate-income dwelling units that are demolished or converted to a use other than as low/moderate-income housing as a direct result of any activity assisted under the Section 104(d) of the Housing and Community Development Act of 1974, as amended, will be replaced with low and moderate-income dwelling units within three years of commencement of the activity.

RELOCATION ASSISTANCE

The City of Joplin will ensure that relocation assistance is provided as described in 24 CFR 507.606 to each low to moderate-income person who is displaced by the demolition or by the conversion of a low/moderate income dwelling unit to another use as a direct result of a CDBG assisted activity. When needed, relocation notices will be distributed to the affected persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

STEPS TO MINIMIZE DISPLACEMENT

The City of Joplin will take the following steps to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- All CDBG or HOME applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

- Applicants who utilize CDBG or HOME funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing as well as relocation assistance.

- The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant.

The City will also use the applicable HUD Brochures to inform residents/ businesses of their rights

GENERAL PROCESSES

PUBLIC HEARING

The following procedures shall be followed regarding public hearings:

- No less than fifteen (15) calendar days' notice will be provided to the public for a public hearing.

- Public hearings shall be advertised in the local newspaper of greatest circulation. The notice will include adequate information regarding the subject of the hearing to encourage informed comment.

- All public hearings shall be held at times and locations convenient to potential attendees. If you are in need of disability related auxiliary aids or services, contact our ADA Coordinator at 624-0820, Ext. 210, or the City Clerk's Office at 624-0820, Ext. 220. Kindly give us forty-eight (48) hours' notice to arrange for the aids or services. TTD Number: 417-625-4774.

- If a public hearing is planned and it can be reasonably anticipated that a significant number of non-English speaking participants will be in attendance, the City requests that the neighborhood designate a translator. If the neighborhood is unable to or prefers not to provide their own translator, and the City is given five (5) work days prior to the hearing, the City will provide reasonable accommodation.

ACCESS TO RECORDS

The City shall provide that citizens, public agencies, and other interested parties have reasonable and timely access to information and records pertaining to the City's Consolidated Plan and projects for a minimum of the preceding five (5) years.

Requests for access to records shall adhere to the following process:

- An open records request for access shall be required and shall be submitted to the City of Joplin City Clerk's Office or the Community Development Office, depending on the nature of the information requested.

- Legal staff shall review the written request for legality under the Sunshine Law.

- When possible, the City shall provide access to the information within two (2) weeks. Files will not be permitted to be taken off site; however, copies will be made available based on the current nominal fee per page in accordance with City of Joplin Resolution 2004-038 and Missouri State Statute 610.

TECHNICAL ASSISTANCE

The Community Development Department is available to work with organizations and individuals representing low and moderate-income people who are interested in applying to obtain funding for a project. Technical assistance will also be provided on the requirements of the CDBG and HOME programs, such as Davis- Bacon Fair Labor Standards, environmental policies, fair housing and equal opportunity requirements, and income documentation. All potential applicants for funding are encouraged to contact the Community Development Department for guidance and feedback on potential or proposed projects.

The Community Development Department is located at:

City of Joplin

602 S Main St.

Joplin, MO 64801

COMPLAINTS

If a citizen complaint is received regarding the Consolidated Plan, Annual Action Plan, Plan Amendments, Performance Reports, or the Citizen Participation Plan, the City will adhere to the following process:

Complaints must be submitted in writing to the City. The letter can be submitted in person or mailed to the Community Development Office.

All complaints will be initially responded to in writing within fifteen (15) calendar days and resolved, if possible, within thirty (30) calendar days.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2020-008 – Citizen Participation Plan 2020.

MEETING DATE
May 18, 2020

REVIEWED BY
Director of Planning Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
The following resolution adopts the Citizen Participation Plan 2020. The plan is required as outlined in 24 CFR 91.105 to set forth the jurisdiction's policies and procedures for citizen participation for all programs funded by the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME).

BACKGROUND
As part of the response to the Covid-19 pandemic the United States Department of Housing and Urban Development is requiring the Citizen Participation to be amended to include provisions for expedited public notice and period to comment in the event of a declared emergency or disaster. Adoption of the Citizen Participation Plan 2020 will incorporate section SUBSTANTIAL CHANGE DISASTER RESPONSE – PROCESS OF AMENDMENT (p.8).

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
Citizen Participation Plan 2020
Resolution No. 2020-008

RESOLUTION NO. 2020-008

A RESOLUTION adopting the Citizen Participation Plan 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin sets forth the policies and procedures for citizen participation to encourage the participation of the public, provide opportunity for the public to comment on all plans, provide access to records for the formulation and development for all plans for allocation for CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income;
and

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

Section 1: That the City of Joplin adopt the Citizen Participation Plan 2020 as policy for all programs funded by the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said plan for all citizen participation required for programs funded by the U.S. Department of Housing and Urban Development, for and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

RESOLUTION NO. 2020-009

A RESOLUTION recognizing and honoring the graduating classes of 2020 from Joplin high schools, colleges, universities and training centers including Joplin High School, Franklin Technology Center, College Heights Christian School, McAuley Catholic High School, Thomas Jefferson Independent Day School, Home School Associations, Missouri Southern State University, Kansas City University, Ozark Christian College, Crowder College and Advanced Training Center.

WHEREAS, these students have shown determination, grit, and unwavering resolve to complete their degrees under a difficult and challenging time of the global coronavirus pandemic; and

WHEREAS, these students are to be commended and congratulated for their creative efforts to successfully complete the work to achieve their degrees through unusual and diverse circumstances; and

WHEREAS, the City of Joplin acknowledges that the graduating classes of 2020 represent a bright future and will continue along the path of service and leadership in our community and nation; and

WHEREAS, the City of Joplin wishes to extend its best wishes to all our graduates as they embark on the next chapter of their lives.

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

Section 1. That the City Council of the City of Joplin hereby recognizes and honors the achievements of the graduating members of the Class of 2020 and wishes to extend our heartfelt congratulations and success in their future endeavors.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of May 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-128 Purchase Order for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System project

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB2020-128 Ordinance; Purchase Order Exhibit Map for Work Order No. 2020-01

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

SUMMARY
This Council Bill approves a Purchase Order to Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project in the amount of Eight Hundred Twenty-Five Thousand One Hundred Fifty-Three and 00/100 Dollars ($825,153.00).

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of Its System Renewal & Sanitary Sewer Overflow (SSO) Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City will be held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. To date, the primary mechanism for the City to meet its AOC goals has been by utilizing the Evaluation and Rehabilitation of Wastewater Collection System contracts with Ace Pipe Cleaning, Inc. (Ace).

The current contract with Ace, competitively bid and subsequently approved by Council on Nov. 6, 2017, was initially planned as a two-year contract (FY 2017-2018 and FY 2018-2019). The contract was extended through the FY 2019-2020 via a no-cost change order in June of 2019. This will be the last purchase order issued under this construction contract. Over the life of this menu-like contract, City staff have issued four purchase orders totaling over $2.15 million. Where rehabilitation work has been done on the City's sanitary sewers, the reliability of the system has been improved, and inflow and infiltration (I&I) levels have decreased. The Exhibit map shows the basins in which reconstruction work will be done.

FUNDING SOURCE
The Wastewater Maintenance fund.

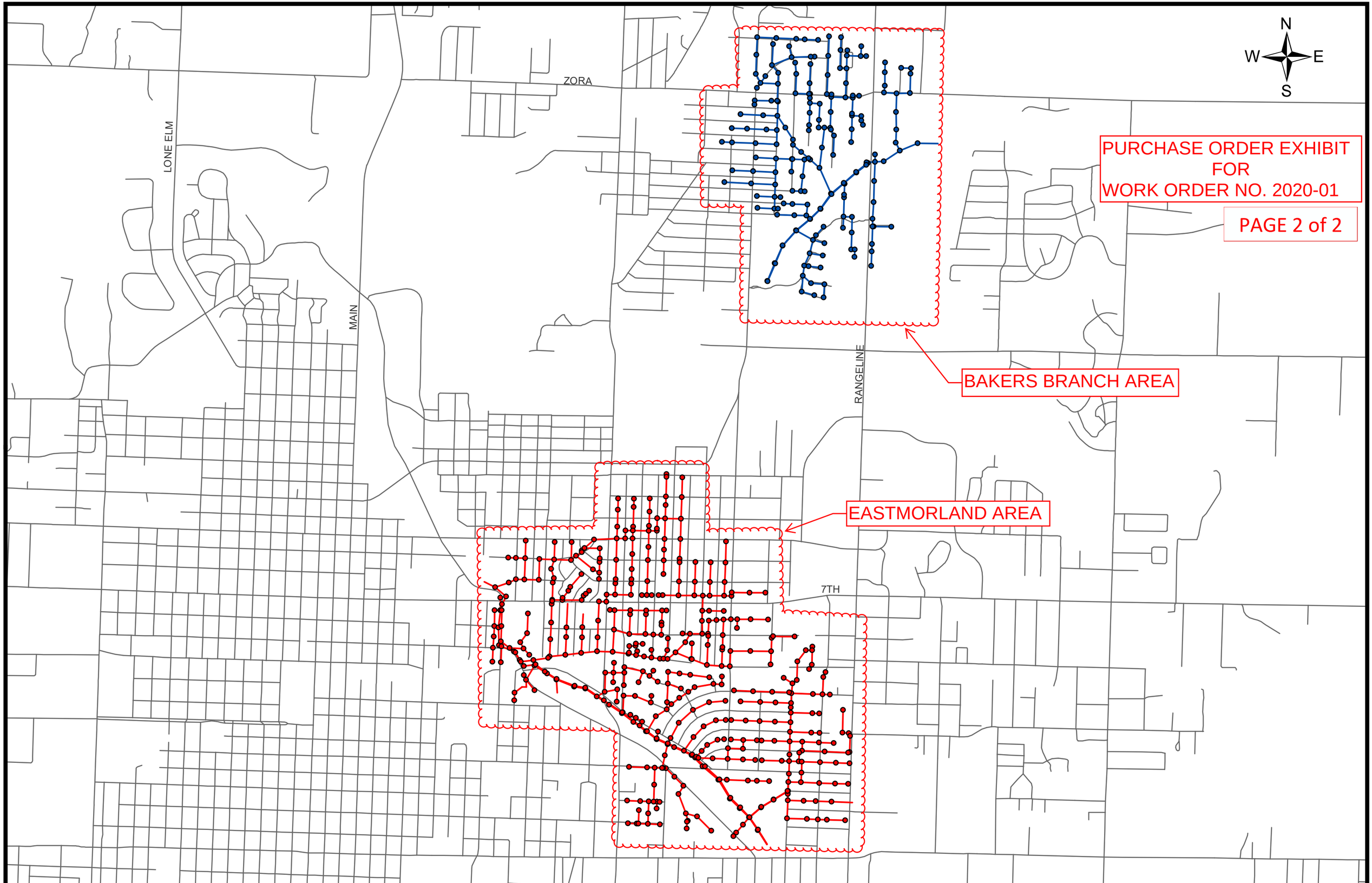
RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a purchase order on an Emergency basis due to public health concerns associated with unreliable sanitary sewer service, as well as, the need to complete the work prior to the expiration of the contract on Oct. 31, 2020; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2020-01
2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	LF	Mobilization	$ 750.00	$ 750
2	6,603	LF	6" to 10" Diameter Light Cleaning	$ 0.55	$ 3,632
4	9,502	LF	18" to 21" Diameter Light Cleaning	$ 1.25	$ 11,878
9	1,321	LF	6" to 10" Diameter Heavy Cleaning	$ 0.75	$ 990
11	1,900	LF	18" to 21" Diameter Heavy Cleaning	$ 8.00	$ 15,203
16	6,603	LF	6" to 10" Diameter CCTV Inspection	$ 0.74	$ 4,886
18	9,502	LF	18" to 21" Diameter CCTV Inspection	$ 1.00	$ 9,502
63	1	LS	Mobilization	$ 2,100.00	$ 2,100
64	48,271	LF	8" to 12" Diameter Smoke Testing	$ 0.46	$ 22,205
65	14,950	LF	14" to 18" Diameter Smoke Testing	$ 0.46	$ 6,877
66	1	LS	Mobilization	$ 8,000.00	$ 8,000
67	6,138	LF	8" Dia. CIPP	$ 23.25	$ 142,709
69	2,110	LF	10" Dia. CIPP	$ 26.25	$ 55,388
91	6	EA	CIPP Point Repair	$ 1,600.00	$ 9,600
115	1	LS	Mobilization	$ 2,500.00	$ 2,500
116	35	EA	Setup Per Manhole to Manhole Segment	$ 500.00	$ 17,500
117	88	EA	Ambient Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,300.00	$ 114,660
168	8	EA	Point Repair Under Turf 6-12' Deep (10' min.)	$ 2,000.00	$ 16,000
169	400	LF	Additional 6-12' Deep Point Repair Under Turf	$ 120.00	$ 48,000
174	7	EA	Point Repair Under Alleyway 6-12' Deep (10' min.)	$ 3,100.00	$ 21,700
175	175	LF	Additional 6-12' Deep Point Repair Under	$ 168.00	$ 29,400
180	9	EA	Point Repair Under Pavement 6-12' Deep (10' min.)	$ 4,400.00	$ 39,600
181	206	LF	Additional 6-12' Deep Point Repair Under Pavement	$ 250.00	$ 51,500
241	1	LS	Mobilization	$ 1,100.00	$ 1,100
243	13	EA	Open Trench Lateral Reconnection Under Turf 6-12' Deep	$ 2,700.00	$ 34,020
246	13	EA	Open Trench Lateral Reconnection Under Alleyway 6-12' Deep	$ 3,400.00	$ 42,840
249	13	EA	Open Trench Lateral Reconnection Under Pavement 6-12' Deep	$ 5,200.00	$ 65,520
250A	10	EA	Open Trench Lateral Reconnection for 8" Dia. During Point Repair	$ 650.00	$ 6,500
282	100	LF	Open Trench Lateral Under Turf 6-12' Deep	$ 85.00	$ 8,500
285	100	LF	Open Trench Lateral Under Alleyway 6-12' Deep	$ 100.00	$ 10,000
288	50	LF	Open Trench Lateral Under Pavement 6-12' Deep	$ 150.00	$ 7,500
314	100	CY	Lead Contaminated Soil Disposal	$ 13.50	$ 1,350
316	2	EA	Short Duration Traffic Control for Collector or Arterial	$ 525.00	$ 1,050
			Construction Subtotal		$ 812,959
			Performance and Payment Bonds (1.5%)		$ 12,194
			Construction Total		$ 825,153

PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2020-01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PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2020-01
PAGE 2 of 2
BAKERS BRANCH AREA
EASTMORLAND AREA

COUNCIL BILL NO. 2020-128 ORDINANCE NO

AN ORDINANCE approving a purchase order for Eight Hundred Twenty-Five Thousand One Hundred Fifty-Three and 00/100 Dollars ($825,153.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a purchase order to Ace Pipe Cleaning, Inc., in the amount of Eight Hundred Twenty-Five Thousand One Hundred Fifty-Three and 00/100 Dollars ($825,153.00) for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

Section 4. That the City hereby declares that this Ordinance is an emergency due to public health concerns associated with unreliable sanitary sewer service, as well as, the need to complete the work prior to the expiration of the contract on Oct. 31, 2020; furthermore, being an Ordinance dealing with a public improvement, it is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-128

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account No. 415-4542-540-8675 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-129 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
Exhibit Map; CB 2020-129 Ordinance; Work Authorization AMA-OC20-008

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00)

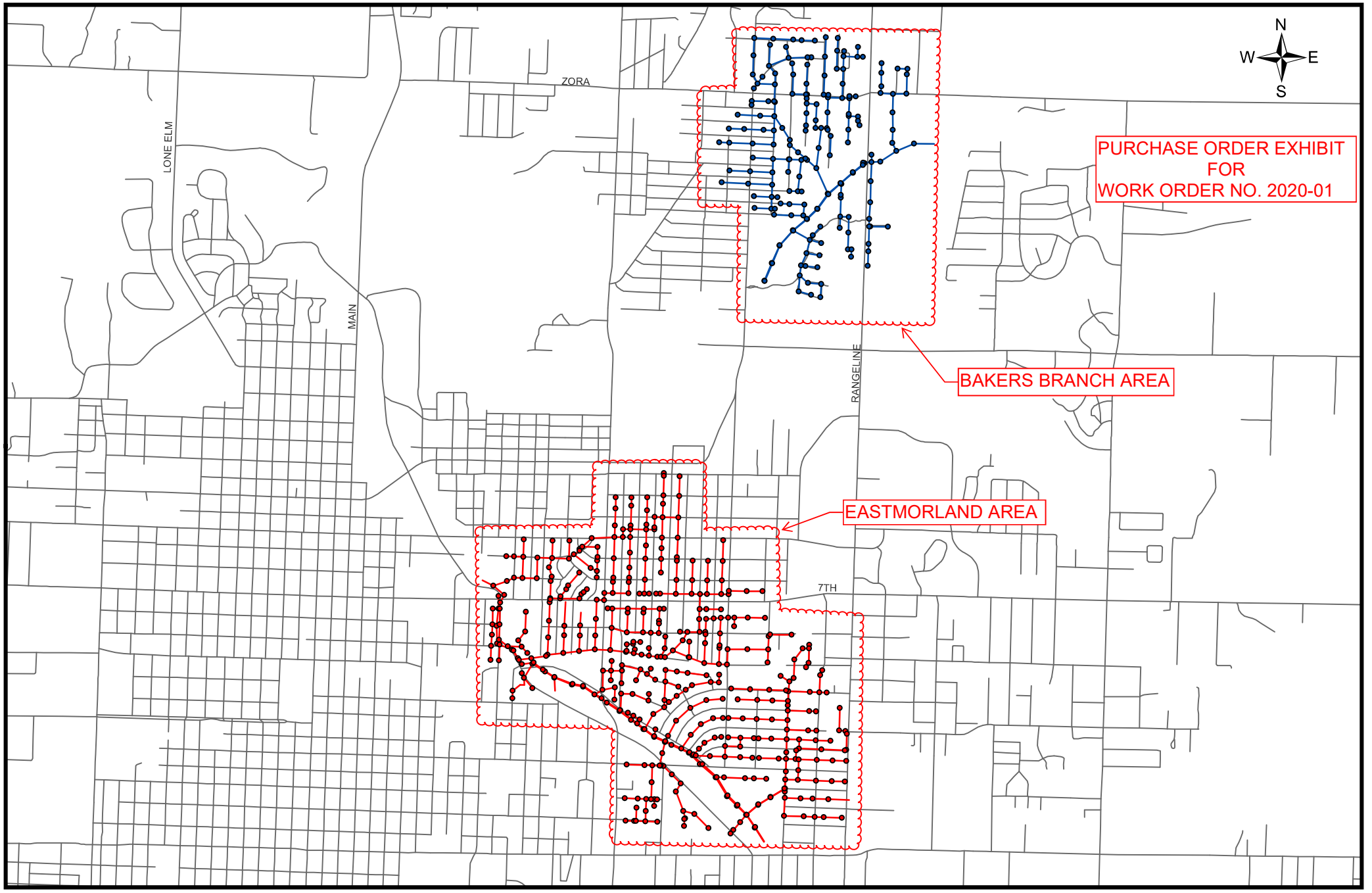
BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On June 3, 2019, Council approved the previous Work Authorization (WA) with AMA for $65,000, primarily to support the planning and construction administration of Ace Pipe Cleaning's previous purchase order for $651,046. AMA's previous WA also enabled them to supply information to City staff for use in generating periodic reports to the Missouri Department of Natural Resources (MDNR). City staff prepare three such reports each year pertaining specifically to removing inflow and infiltration (I&I) within the collection system. Additionally, this year staff will submit to MDNR the first report pertaining to an Abatement Order on Consent (AOC), which City Council accepted on May 2, 2019. The AOC contains specific 3-year milestone quantities of action items to which the City is held accountable.

Under this new WA, AMA will perform the same types of support activities mentioned above, as well as, the preparation of bid documents for a new, multi-year evaluation and rehabilitation construction contract to replace the current contract, which expires on Oct. 31, 2020. AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns, regulatory obligations, and the City's goal of providing reliable sanitary sewer service; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.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PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2020-01
BAKERS BRANCH AREA
EASTMORLAND AREA
ZORA
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MAIN
RANGELINE
7TH

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Wastewater Collection Rehab Toolbox Work Order 2020-01	

WORK AUTHORIZATION NUMBER AMA-OC20-008
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-008 exceed the sum of Seventy-Nine Thousand Five Hundred Dollars ($79,500).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC20-008 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Wastewater Collection System Rehabilitation Toolbox)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2020-01 and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2020-01 but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Annual Collection System Rehabilitation Contract Preparation:

1.1.3.1.5.1 Plan and Develop Annual Collection System Rehabilitation Contract including the preparation of plans, contract documents and specifications necessary to bid and undertake said work. The annual rehabilitation contract, otherwise referred to as the sanitary sewer rehabilitation "tool box", shall be in effect for a two-year time period.

1.1.3.1.5.2 Bidding and Construction Phase Engineering for installation of said annual collection system rehabilitation contract.

1.1.3.1.6 Construction phase services for Work Order 2020-01 associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.7 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects

and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be

uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the

contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending December 31, 2020. Construction Services related to Ongoing “Toolbox” work anticipated through October 31, 2020.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $79,500, as set forth in Work Authorization Number **AMA-OC20-008** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.6)	$30,500
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$12,500
Annual Rehab Toolbox Development and Bidding (Paragraph 1.1.3.1.5)	$12,500
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.7)	$12,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.8)	$8,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.9)	$4,000
Total Estimated Maximum Fee – All Standard and Additional Services	$79,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2020

HOURLY LABOR RATES

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON–LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2020-129 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy-Nine Thousand Five Hundred and No/100 Dollars ($79,500.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance is an emergency due to public health concerns, regulatory obligations, and the City's goal of providing reliable sanitary sewer service; furthermore, being an Ordinance dealing with a public improvement, it is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-129

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-130 Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help offset a decline in revenues arising from diminished airport operations and activities at the Joplin Regional Airport.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-130 Ordinance; FAA Grant Agreement

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Grant for airport support not to exceed the amount of One Million One Hundred Sixty-Four Thousand Six Hundred Thirty-Six and no/100 dollars(1,164,636.00) is provided in accordance with the CARES Act to provide eligible Airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency.

BACKGROUND
In accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the 3-29-0037-044-2020 Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided, the federal aviation administration, for and on behalf of the United States, hereby offers and agrees to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement. The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Joplin Regional incurred no earlier than January 20, 2020. CARES Act Airport Funds provided under the Grant will be governed by the same principles that govern "airport revenue."

FUNDING SOURCE
Federal Aviation Administration Grant

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet FAA Guidelines for grant acceptance.

COUNCIL BILL NO. 2019-130 ORDINANCE NO.

AN ORDINANCE Authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help offset a decline in revenues arising from diminished airport operations and activities at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Department of Transportation, Federal Aviation Administration, (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") not to exceed the amount of One Million One Hundred Sixty-Four Thousand Six Hundred Thirty-Six and no/100 dollars; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet FAA Guidelines for grant acceptance.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date

Airport/Planning Area **Joplin Regional**

CARES Grant Number **3-29-0037-044-2020**

Unique Entity Identifier **010649846**

TO: **City of Joplin**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **April 23, 2020,** for a grant of Federal funds at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Joplin Regional Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Joplin Regional** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the

Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$1,164,636.00.**

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1st, 2020,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

    2. Collecting a certification statement from the non-federal entity attesting the entity is not

excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—

   a. Associated with performance under this award; or

   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:

   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   a. Gross mismanagement of a Federal grant;

   b. Gross waste of Federal funds;

   c. An abuse of authority relating to implementation or use of Federal funds;

   d. A substantial and specific danger to public health or safety; or

   e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   a. A member of Congress or a representative of a committee of Congress;

   b. An Inspector General;

   c. The Government Accountability Office;

   d. A Federal office or employee responsible for oversight of a grant program;

   e. A court or grand jury;

   f. A management office of the grantee or subgrantee; or

   g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Employee Retention. Joplin Regional** Airport, as a small, medium or large hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.

22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

23. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

    A. House and maintain the equipment in a state of operational readiness on and for the airport;

    B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

    C. Restrict the vehicle to on-airport use only;

    D. Restrict the vehicle to the use for which it was intended; and

    E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

24. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

25. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:

    A. House and maintain the vehicle in a state of operational readiness for the airport;

    B. Provide the necessary staffing and training to maintain and operate the vehicle;

    C. Restrict the vehicle to airport use only;

    D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

    E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

    F. Submit a copy of the executed agreement to the FAA.

26. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

27. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

28. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

    A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

}

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Joplin
(Name of Sponsor)

}
_____
(Signature of Sponsor's Authorized Official)

By: }
_____
(Typed Name of Sponsor's Authorized Official)

Title: }
_____
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Missouri**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

}

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended.
h. Coastal Zone Management Act, P.L. 93-205, as amended.
i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

    It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

    The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-131 – Approval of MoDOT Grant First Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-131 Ordinance; MoDOT Supplemental Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
On August 5, 2019 the City Council accepted an Air Service Promotion and Marketing agreement from MoDOT. Due to the impact of COVID-19 on the aviation industry MoDOT has revised the project schedule. The original project time period of June 30, 2020 will be extended to December 31, 2020, to allow for completion of the work. Paragraph (4) of the Original Agreement is hereby amended accordingly.

BACKGROUND
This Grant Agreement was entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission awarded funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant provided advertising funds for existing/new service route with American Airlines. The funds are used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas

FUNDING SOURCE
The Local Match Share will come from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet MoDOT guidelines for grant acceptance.

COUNCIL BILL NO. 2019-131 ORDINANCE NO.

AN ORDINANCE Authorizing the approval of the MoDOT Grant First Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the extension agreement by and between the City of Joplin and the Missouri Department of Transportation (MoDOT) for Air Service Promotion and Marketing at the Joplin Regional Airport with an original project period ending June 30, 2020 be extended to December 31, 2020; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to meet MoDOT guidelines for grant acceptance.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 196-090A-3

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on August 6, 2019, and executed by the Commission on August 15, 2019 (hereinafter, "Original Agreement") under which the Commission granted the sum of One Hundred Seventy-Five Thousand Dollars ($175,000) to the Sponsor to assist in specified Air Service Promotion and Marketing and Market Study; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of June 30, 2020, will be extended to December 31, 2020, to allow for completion of the work. Paragraph (4) of the Original Agreement is hereby amended accordingly.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[Remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-132 – Approval to accept an Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the Relocation of the General Aviation (GA) Entrance Road at the Joplin Regional Airport by the City of Joplin.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-132 Ordinance; MoDOT Agreement, GA Terminal Area Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
The Missouri Highways and Transportation Commission has issued this Airport Aid Agreement for Nine Hundred Forty-Four Thousand Six Hundred Twenty-Four and no/100 Dollars ($944,624.00) for the relocation of the GA Entrance Road Construction project. All cost for this project will be paid from this Aid Agreement based on a 90/10 State/Local share. The Local Share will be approximately One Hundred Four Thousand Nine Hundred Thirteen and no/100 Dollars ($104,913.00).

BACKGROUND
One of the items that were addressed in the new Airport Master Plan was improvement to the General Aviation (GA) Terminal Area. After the move of the Commercial operations to the Main Terminal in 2007 there needed to be a structured plan as to how we would address the transition of the GA Terminal Area. We have two (2) Fixed Base Operators (FBO's) and an increase in GA Transient traffic that is driving the demand for improvement to this area.

The project will address a number of safety, structural, and transitional issues to better serve our GA customers and tenants.

FUNDING SOURCE
The Local Match Share will come from the Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations and meet MoDOT timelines.

COUNCIL BILL NO. 2020-132 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and Missouri Highways and Transportation Commission (MoDOT) not to exceed the amount of Nine Hundred Forty-Four Thousand Six Hundred Twenty-Four and no/100 Dollars ($944,624.00) for the Relocation of the GA Entrance Road Construction project at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance dealing with a general appropriation is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations and meet MoDOT timelines.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CCO Form: MO03
Approved: 7/94 (MLH) Project No. AIR 196-090A-2
Revised: 03/17 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on April 3, 2019, and executed by the Commission on April 23, 2019 (hereinafter, "Original Agreement") under which the Commission granted the sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty-One Dollars ($129,941) to the Sponsor to assist in specified General Aviation Development; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Nine Hundred Forty-Four Thousand Six Hundred Twenty-Four Dollars ($944,624) for this project. The Sponsor shall provide matching funds of not less than One Hundred Four Thousand Nine Hundred Thirteen Dollars ($104,913) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of January 31, 2021, will be extended to December 31,2021, to allow for completion of the work. Paragraph (4) of the Original Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original

Agreement shall extend and apply to this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

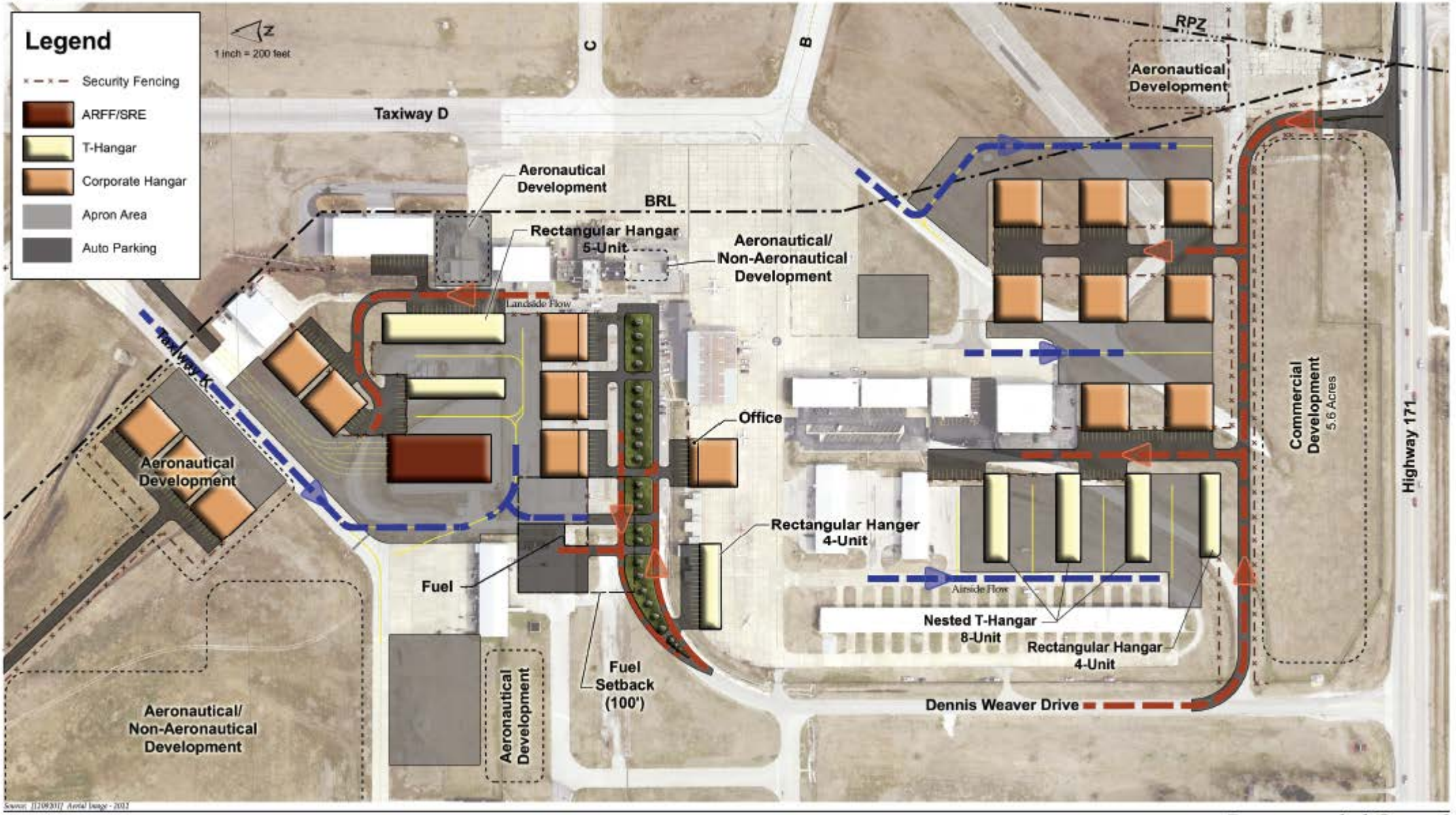
Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)



Source: [12/2013] Aerial Image - 2013

JOPLIN REGIONAL AIRPORT

Recommended General Aviation Alternative

Exhibit 4-13

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-133 Work Authorization for Professional Engineering Consulting services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/ Operations

ATTACHMENTS
Photo; CB 2020-133 Ordinance; Work Authorization AMA-0C20-011

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Professional Engineering Consulting Services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020 in the not to exceed amount of Four Hundred Eighty Thousand and 00/100 Dollars ($480,000.00)

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. The facility utilizes trickling filter towers and an activated sludge process to provide biological treatment of the wastewater. The facility has a design treatment capacity of 24 million gallons a day (MGD) through the plant, and additional untreated flow can be pumped to the flow equalization basin. The plant routinely faces bypassing and sanitary sewer overflow issues during wet weather periods as a result of its limited hydraulic capacity. The plant's ability to treat organic and solids loads (biochemical oxygen demand and suspended solids) is also expected to reach its design limits within the next ten years. The recently completed Wastewater Facility Plan discusses the planned improvements to the plant that will increase the hydraulic and organic treatment capacity of the plant. The added facilities include additional screening equipment, pumps, activated sludge basins and aeration equipment, and a new final clarifier. All existing equipment will be retained. The design will increase the plant's hydraulic capacity by nearly fifty percent, to 35 MGD, and will provide the anticipated organic and solids capacity through the year 2040. The new activated sludge facilities will be operated in a manner similar to the existing facilities and will receive tertiary filtration and disinfection prior to discharge to Turkey Creek. AMA was selected as the most qualified on-call consultant because of their involvement with the Shoal Creek Plant Expansion and the Wastewater Facilities Plan.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Sanitary Sewer fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and so that this project can be "shovel ready" if federal stimulus funds become available; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Asst. Director of Public Works/Operations		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Turkey Creek WWTP Activated Sludge Facilities 2020	

WORK AUTHORIZATION NUMBER AMA-OC20-011
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-011 exceed the sum of Four Hundred Eighty Thousand Dollars ($480,000).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-011 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP Activated Sludge Facilities)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning and design services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the wastewater treatment plant project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 The Project is located at the Owner's Turkey Creek Wastewater Treatment Plant in northwest Joplin, MO.

1.1.3.2 The Project includes the addition of facilities at the Turkey Creek WWTP to increase the plant's peak flow capacity, thereby reducing or eliminating discharges from the flow equalization basin. The Project will also add capacity to improve the plant's ability to treat future organic and solids loads. The improvements are as generally described in the 2019 Wastewater Facility Plan, and include the construction of screening facilities, pumping facilities, activated sludge aeration basins, a new final clarifier, related piping, and ancillary equipment and facilities.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.6 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.7 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.8 Furnish three copies of the above documents and present and review them in person with OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 240 Consecutive Calendar Days after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020 and 2021"; with a total compensation ceiling of $480,000, as set forth in Work Authorization Number AMA–OC20-011 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fee as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$480,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021
LABOR RATES

	Hourly Billing Rate	
Classification	01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

The rates set forth on this initial Rate Schedule shall be the rates provisions in effect for this Agreement until December 31, 2021. Allgeier Martin will revise the Rate Schedule annually after that date for as long as the Agreement is in effect and will submit the revised Rate Schedule to the City for approval to become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of 2022.

COUNCIL BILL NO. 2020-133 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Four Hundred Eighty Thousand and 00/100 Dollars ($480,000.00) for engineering services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc., in the not to exceed amount of Four Hundred Eighty Thousand and 00/100 Dollars ($480,000.00) for engineering services associated with the professional engineering consultation services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020 on behalf of the City of Joplin; true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, and so that this project can be "shovel ready" if federal stimulus funds become available is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to design projects that affect structural and safety issues.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-133

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-134 Work Authorization for Professional Engineering Consulting Services associated with Turkey Creek Wastewater Treatment Facility Trickling Filter Media Replacement

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/ Operations

ATTACHMENTS
Photo; CB 2020-134 Ordinance; Work Authorization AMA-0C20-010

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for Professional Engineering Consulting Services associated with Turkey Creek Wastewater Treatment Facility Filter Media Replacement in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00)

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was built in 1985. The facility utilizes four Trickling Filter Towers with corrugated plastic media for biological treatment of the wastewater. The media has now been in service for 35-years. The plastic media typically has a design life of 20- to 30-years, which is evident from the failure of similar media in one of the trickling filters towers at the Shoal Creek Wastewater Treatment Plant in 2017. Because of its age, the Turkey Creek WWTP trickling filter media needs to be replaced with new media as soon as possible. AMA was selected as the most qualified on-call consultant because of their involvement with the Shoal Creek Plant Expansion and the Wastewater Facilities Plan.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Sanitary Sewer fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and so that this project can be "shovel ready" if federal stimulus funds become available; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Asst. Director of Public Works/Operations		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Turkey Creek WWTP Trickling Filter Media Replacement	

WORK AUTHORIZATION NUMBER AMA-OC20-010
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-010 exceed the sum of Seventy Thousand Dollars ($70,000).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-010 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP Trickling Filter Media Replacement)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning and design services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning and design of the wastewater treatment plant improvement project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project is located at the owner's Turkey Creek Wastewater Treatment Plant in northwest Joplin.

1.1.3.2 Project includes the design of elements associated with the removal and disposal of the plastic media from the facility's four trickling filter towers, followed by the replacement of the media with new trickling filter media. The design shall allow for the media replacement to be undertaken for as few as one trickling filter tower, to as many as all four of the towers.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations and project expectations,

1.2.2 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER.

1.2.3 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.4 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.5 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.6 Compile for review and approval by OWNER, his legal counsel and other advisors, contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.7 Furnish three copies of the above documents and present and review them in person with OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 90 Consecutive Calendar Days after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020 and 2021"; with a total compensation ceiling of $70,000, as set forth in Work Authorization Number AMA–OC20-010 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$70,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021
LABOR RATES

	Hourly Billing Rate	
Classification	01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

The rates set forth on this initial Rate Schedule shall be the rates provisions in effect for this Agreement until December 31, 2021. Allgeier Martin will revise the Rate Schedule annually after that date for as long as the Agreement is in effect and will submit the revised Rate Schedule to the City for approval to become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of 2022.

COUNCIL BILL NO. 2020-134 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Turkey Creek Wastewater Treatment Facility Trickling Filter Media Replacement on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc., in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for professional engineering services associated with the Turkey Creek Wastewater Treatment Facility Trickling Filter Media Replacement on behalf of the City of Joplin; true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with a public improvements, and so that this project can be "shovel ready" if federal stimulus funds become available is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to design projects that affect structural and safety issues.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-134

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-135 Work Authorization for Professional Engineering Consultation services associated with the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works/ Operations

ATTACHMENTS
Photo; CB 2020-135 Ordinance; Work Authorization AMA-0C20-012

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Professional Engineering Consultation services associated with the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020 in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00)

BACKGROUND
The Ultraviolet (UV) Disinfection building was placed in service in 2011 at the Turkey Creek Wastewater Treatment Facility. The UV system provides for disinfection of the plant effluent prior to discharge to Turkey Creek. The maximum allowable flow through the UV disinfection system is currently 24 million gallons per day (MGD). Additional hydraulic capacity is needed to reduce the frequency of sanitary sewer overflows (SSOs) and plant bypasses. Planned improvements to the UV disinfection facilities will increase the treatment capacity of the UV system by nearly fifty percent, to 35-MGD. The project will include the design of additional channels and piping and associated UV disinfection equipment. AMA was selected as the most qualified on-call consultant because of their involvement with the Shoal Creek Plant Expansion and the Wastewater Facilities Plan.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and so that this project can be "shovel ready" if federal stimulus funds become available; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Asst. Director of Public Works/Operations		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Turkey Creek WWTP UV Disinfection Equipment 2020	

WORK AUTHORIZATION NUMBER AMA-OC20-012
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC20-012 exceed the sum of Eighty Thousand Dollars ($80,000).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP UV Disinfection Equipment)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning and design services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the wastewater treatment plant project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 The Project is at the Owner's Turkey Creek Wastewater Treatment Plant located in northwest Joplin, MO.

1.1.3.2 Design of improvements to the treatment plant's ultraviolet disinfection facilities to increase their hydraulic capacity from 24 million gallons per day to 35 mgd, including the preparation of plans and specifications necessary to bid and construct said work.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

.1.2.3 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.6 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.7 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 120 Consecutive Calendar Days after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020 and 2021"; with a total compensation ceiling of $80,000, as set forth in Work Authorization Number AMA–OC20-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fee as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$80,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021
LABOR RATES

	Hourly Billing Rate	
Classification	01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

The rates set forth on this initial Rate Schedule shall be the rates provisions in effect for this Agreement until December 31, 2021. Allgeier Martin will revise the Rate Schedule annually after that date for as long as the Agreement is in effect and will submit the revised Rate Schedule to the City for approval to become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of 2022.

COUNCIL BILL NO. 2020-135 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc., in the not to exceed amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for professional engineering consulting services associated with the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020 on behalf of the City of Joplin; true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, and so that this project can be "shovel ready" if federal stimulus funds become available is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to design projects that affect structural and safety issues.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-135

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-136 – approving a construction agreement with JKS Concrete Inc. for construction of the 4th and Porter Culvert Replacement.

MEETING DATE
May 18, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Tabulation; Agreement, CB2020-136

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with JKS Concrete Inc., in the amount of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) for construction of the 4th and Porter Culvert Replacement project.

BACKGROUND
In 2019, the City of Joplin experienced one of the wettest years on record with over 60 inches of rainfall accumulation over the area in the span of the calendar year. This tremendous amount of precipitation over the course of the year taxed the City's stormwater collection systems as many systems were running at or above capacity during several instances over the year. The culmination of the repeated stress placed on the storm sewer system at 4th and Porter has resulted in the structural failure of the 9'x 6' corrugated metal pipe (CMP) running across 4th street and south along Porter avenue during the rain event on May 23, 2019. This rain event, which was classified as a 25-year rain event over many parts of the City, caused the CMP pipe to buckle under the intense hydraulic pressure and blow out at various sections of the pipe ultimately resulting in the creation of a sinkhole on Porter and the undermining of the sidewalk on the North side of 4th street.

Following the culvert failure, the public works department acquired the survey data for the area and developed the in-house design plans for the replacement of the failed CMP pipe with a 10' x 5' Reinforced Concrete Box (RCB). The plans also call for the replacement of an open ditch on the east side of Porter avenue with an enclosed system consisting of two field inlets and a 24" RCP. In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 4th and Porter Culvert Replacement project was advertised on March 29, 2020. Five proposals were received, and bids were opened on April 30, 2020 with JKS Concrete Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-136 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance approves construction to begin immediately in order to address the public safety issue arising from the collapse of the CMP pipe, which include the presence of sinkholes and the risk of the undermining of the sidewalk and road on 4th street.

4th & Porter Improvements



AGREEMENT
BETWEEN
CITY OF JOPLIN AND JKS CONCRETE INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: JKS Concrete Inc. Address: 23690 Pecan Road Oronogo, Missouri 64855	
Attention: Steven Martinez		Attention: Steve Bright	
Department: Public Works- Engineering		Phone: 620-238-1204	Fax:
Phone: 417-624-0820 Extension 531	Fax:	**4th and Porter Culvert Replacement**	

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

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

4th and Porter Culvert Replacement

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $478,623.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

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

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event

City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

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

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

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

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

current on any City taxes is verified.

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

BID TABULATION

PROJECT: 4th and Porter Culvert Replacement

DATE OF BID OPENING: April 30, 2020 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$575,580.00
JKS Concrete Inc.	**$478,623.00**
Bennett, Inc.	$494,760.00
Crossland Heavy	$512,995.76
Jeff Asbell Excavating	$544,573.00
Sprouls Construction Inc.	$638,767.50

COUNCIL BILL NO. 2020-136 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with JKS Concrete Inc., in the amount of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) for construction of the 4th and Porter Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said construction agreement by and between the City of Joplin and JKS Concrete Inc., in the amount of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) for construction of the 4th and Porter Culvert Replacement project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this ordinance approves construction to begin immediately in order to address the public safety issue arising from the collapse of the CMP pipe, which include the presence of sinkholes and the risk of the undermining of the sidewalk and road on 4th street, and appropriations for this contract have been approved in the 2019-2020 budget.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-136

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-137 Work Authorization AND-15th St. Ext.-002 with Anderson Engineering, Inc. for professional engineering consulting services for the 15th St. Extension Project at 15th Street and Rangeline Road.

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Work Authorization; Council Bill 2020-137; Location Map

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Anderson Engineering, Inc. in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) for professional engineering consultant services for the East 15th Street Extension project.

BACKGROUND
On January 10, 2005, the City Council adopted Ordinance No. 2005-006 approving the 1717 Market Place Tax Increment Financing Plan. Funds generated in the district were to be used on various infrastructure improvements including the 17th Street extension and a signalized intersection at 17th & Rangeline. Also included in the required improvements was extending 15th Street from Rangeline Road approximately two blocks east. In 2018, the developer approached the City, requesting that the City provide project management for the 15th Street Extension. The options to manage the project were presented to Council, with Council providing direction to staff. The City Manager met with the City Attorney, Finance, Zoning & Planning, and Public Works to discuss the request. Staff agreed to manage the project. The amendment to the Market Place 1717 TIF Plan was approved by City Council on May 21, 2018; Ordinance 2018-063.

On February 4, 2019, City Council approved an agreement and work authorization AND-15th ST Ext-001 with Anderson Engineering to provide professional engineering consultant services for this project.

On January 21, 2020, City Council approved a Cost Share Agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of 15th Street and Rangeline Road, with MoDOT paying 50% of the project costs incurred within the MoDOT Right of Way, in the not to exceed amount of $457,443.00.

Work Authorization AND-15th St. Ext.-002 with Anderson Engineering is for the additional professional engineering services required for the proposed work within MoDOT Right of Way, to comply with MoDOT standards and specifications. The Commission will pay for 50% of the costs associated with this work authorization, and the City will use funds from the Infrastructure Improvement Fund to cover the remaining 50% of the costs. These City funds will be reimbursed by the TIF.

Based on the current schedule, the project is planned to be advertised for bids in late 2020, with construction activities to occur in 2021.

FUNDING SOURCE

Infrastructure Improvements Fund, to be reimbursed by the TIF

RECOMMENDATION

Staff recommends approval of Council Bill 2020-137, Work Authorization AND-15th St. Ext.-002 on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the project to progress as scheduled, staying within the current scheduled timeframe, and avoiding unnecessary delays.

Exhibit - Location Sketch

EXIST R/W

RANGELINE ROAD
RTE BL49

EXIST R/W

STA. 140+30.80
RANGELINE ROAD=
STA. 10+00.00
15TH STREET

① OZH, INC.
721 SQ FT NEW MoDOT R/W
200 SQ FT NEW CITY R/W
113 SQ FT TEMP. ESM'T.
31,791 SQ FT REMAINING
(0.75 AC REMAINING)

② OZH, INC.
1,164 SQ FT NEW CITY R/W
493 SQ FT TEMP. ESM'T.
18,451 SQ FT REMAINING
(0.42 AC REMAINING)

③ SHAKEYS PROPERTIES
SEE NEXT SHEET

4'x 4' CURB INLET

NEW R/W

+80.00
52.50'

+20.44
52.50'

+45.82
48.8'-60'

STA. 12+65.94
TYPE C ENTR.

+90.90
41.0'

+0.90
40.2'-60.0'

NEW CITY R/W

+75.91
34.0'

+75.91
34.0'-48.0'

STA. 13+94.25
TYPE C ENTR.

11' 11' 11' 11'

MoDOT RDW
NEW CITY RDW

S88°10'E

82°58'

87°44'

15TH STREET

MATCH STA. 14+16.00

85°46'

S1°36'W

4'x 4' CURB INLET

NEW R/W

+80.00
31.50'

+83.90
31.5'-46.5'

STA. 15+08.00
TYPE C ENTR.

+43.90
31.5'-46.5'

NEW CITY R/W

+30.73
31.5'-41.0'

STA. 13+54.00
TYPE C ENTR.

PC STA 13+88.95

+88.95
31.50'

EXIST R/W

12' 12' 12' 12' 12' 12'

EXIST R/W

⑤ VISTACOR INVESTMENT GROUP INC.
SEE NEXT SHEET

⑥ SOONER THREE
1.322 SQ FT NEW MoDOT R/W
740 SQ FT NEW CITY R/W
1,820 SQ FT TEMP. ESM'T.
47,029 SQ FT REMAINING
(1.08 AC REMAINING)

CURVE PRBL_3
PI 14+34.36
PC 13+88.95
PT 14+79.26
Δ 14° 47' 01.4" (LT)
D 16° 22' 12.8"
L 90.31'
T 45.41'
R 350.00'

SCALE
0 20 40 60

Area of Additional Work - Signals, Sidewalks, Striping, Lighting, Design to MoDOT Standards.

PLAN SHEET
15TH STREET
SHEET 3 OF 5

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED
03/30/2020

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	6

COUNTY
JASPER

JOB NO.
.

CONTRACT ID.
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PROJECT NO.
.

BRIDGE NO.
.

DESCRIPTION	DATE
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IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2141 W. WORLEY, SUITE 100, COLUMBIA, MISSOURI 65203 (573) 214-0912
ANDERSON COA# 000262 • ANDREW ECKHART, PE# 2009018117

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Anderson Engineering, Inc.** Address: **811 E. 3rd Street, Joplin, MO 64801**	
Attention: **David Hertzberg, P.E.**		Attention: **Jason Eckhart, P.E.**	
Department: **Public Works Director**		Phone: **(417) 782-7399**	Fax: **(417) 782-7398**
Phone: **(417) 624-0820**	Fax: **(417) 625-4738**		

WORK AUTHORIZATION NUMBER AND-15th ST Ext - 002
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 AND - 15th ST Ext - 002 exceed the sum of One-Hundred Twenty-Five Thousand and no/100 Dollars ($ 125,000.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **Anderson Engineering, Inc.**

By: Jason Eckhart

Printed Name: Jason Eckhart

Title: President

Date: 4/15/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution~~

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

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

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

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

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

13. Perform or provide the following other Study and Report Phase tasks or deliverables:
    - Preliminary Plans to be amended as necessary to comply with MoDOT standards, specifications and contract deliverables.
    - Preliminary Signal and Lighting Layout as required by MoDOT to gain approval before beginning final design.
    - Right of Way Plans to be amended as necessary to comply with MoDOT standards, specifications and contract deliverables.
    - Final Plans and PS&E documents to be amended as necessary to comply with MoDOT standards, specifications and contract documents.
    - Additional sidewalk design necessary to fill in the sidewalk gap and meet ADA standards.

~~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.

Each invoice must have a cover sheet which summarizes the contract's overall status, showing the following content:

- *original amount; net additions; revised total contract amount; previously invoiced amount; current payment due; balance to finish;*
- *Engineer may choose to utilize the City's or the AIA's Certification for Payment document, or similar approved document.*

Within the pages of the invoice, the Engineer must also include the following information, grouped by project phase or task:

- *For each Staff: name, along with hours worked by date*
- *Sub-totals, as appropriate*

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

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

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

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

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

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

4. Provide necessary field surveys, topographic and utility mapping for Engineer's

design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

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

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

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

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

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

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

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

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

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

~~A1.03 *Utility Requirements*~~

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

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

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

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

A1.04 Surveying Services – General

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

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

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

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

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners
All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

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

A1.08 Construction Phase

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

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

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

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

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

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

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the

~~Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~

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

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

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

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

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

for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other

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

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

18. Inspections and Tests:

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

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

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

19. Change Proposals and Claims:

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

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

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

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-

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

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

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

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

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

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may

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

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

~~26. *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.~~

Project Name/Description: AND – 15th ST EXT – 002
Consultant: Anderson Engineering, Inc.

Engineering Services Agreement

Article 1 of the Agreement dated February 13, 2019, is supplemented to include the following agreement of the parties.

Engineer shall provide Additional Services for Roadway Design for the following projects at the costs shown:

Contract Reference	Description	Estimated Cost
Part 1 – Basic Services A1.01 thru A1.06	• Preliminary Plans, Right of Way Plans, and Final Plans to be amended as necessary to comply with MoDOT standards, specifications and contract deliverables. • Preliminary Signal and Lighting Layout as required by MoDOT to gain approval before beginning final design. • Additional sidewalk design necessary to fill in the sidewalk gap and meet ADA standards.	$125,000.00

Exhibit - Location Sketch

EXIST R/W

EXIST R/W

STA. 140+30.80
RANGELINE ROAD=
STA. 10+00.00
15TH STREET

① OZH. INC.
721 SQ FT NEW MoDOT R/W
200 SQ FT NEW CITY R/W
113 SQ FT TEMP. ESM'T.
31,791 SQ FT REMAINING
(0.75 AC REMAINING)

② OZH. INC.
1,164 SQ FT NEW CITY R/W
493 SQ FT TEMP. ESM'T.
18,451 SQ FT REMAINING
(0.42 AC REMAINING)

③ SHAKEYS PROPERTIES
SEE NEXT SHEET

4'x 4' CURB INLET

NEW R/W

+80.00
52.50'

+20.44
52.50'

+45.82
48.8'-60'

STA. 12+65.94
TYPE C ENTR.

+90.90
41.0'

+0.90
40.2'-60.0'

NEW CITY R/W

+75.91
34.0'

+75.91
34.0'-48.0'

STA. 13+94.25
TYPE C ENTR.

87°44'

MATCH STA. 14+16.00

4'x 4' CURB INLET

NEW R/W

+80.00
31.50'

+83.90
31.5'-46.5'

STA. 15+08.00
TYPE C ENTR.

+43.90
31.5'-46.5'

NEW CITY R/W

+30.73
31.5'-41.0'

STA. 13+54.00
TYPE C ENTR.

PC STA 13+88.95

+88.95
31.50'

⑤ VISTACOR INVESTMENT GROUP INC.
SEE NEXT SHEET

EXIST R/W

⑥ SOONER THREE
1.322 SQ FT NEW MoDOT R/W
740 SQ FT NEW CITY R/W
1.820 SQ FT TEMP. ESM'T.
47.029 SQ FT REMAINING
(1.08 AC REMAINING)

CURVE PRBL_3
PI 14+34.36
PC 13+88.95
PT 14+79.26
Δ 14° 47' 01.4" (LT)
D 16° 22' 12.8"
L 90.31'
T 45.41'
R 350.00'

SCALE
0 20 40 60

Area of Additional Work - Signals, Sidewalks, Striping, Lighting, Design to MoDOT Standards.

PLAN SHEET
15TH STREET
SHEET 3 OF 5

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED
03/30/2020

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	6

COUNTY
JASPER

JOB NO.
.

CONTRACT ID.
.

PROJECT NO.
.

BRIDGE NO.
.

DESCRIPTION	DATE
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IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2IN E. 17th St. Joplin, MO 64801 (417) 624-8778
ANDERSON COA# 000262 • ANDREW ECKHART, PE# 2009018717

ANDERSON ENGINEERING
EMPLOYEE OWNED

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

FEE SCHEDULE

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

ANDERSON ENGINEERING, INC., BY:_____ EFFECTIVE: 10/01/2019 **THROUGH 12/31/2020**
JERROD HOGAN P.L.S., CEO

PERSONNEL (HOURLY RATES):

PRINCIPAL	$208.00	ONE MAN SURVEY CREW	$118.50
PROGRAM MANAGER	$187.00	TWO MAN SURVEY CREW	$150.00
PROJECT MANAGER	$169.00	THREE MAN SURVEY CREW	$200.00
PROJECT ENGINEER	$150.00	FOUR MAN SURVEY CREW	$249.00
ASSOCIATE ENGINEER	$126.50	LANDSCAPE ARCHITECT	$116.00
DESIGN ENGINEER	$101.00	GIS DIRECTOR	$156.00
PROJECT DESIGNER	$133.00	GIS MANAGER	$116.00
SENIOR DESIGNER	$119.50	GIS ANALYST	$102.00
DESIGNER III	$108.00	GIS SPECIALIST	$88.00
DESIGNER II	$97.00	GIS TECHNICIAN	$81.50
DESIGNER	$87.00	IBC FIRESTOP INSPECTOR	$98.00
PROJECT COORDINATOR	$96.00	DRILLING COORDINATOR	$133.00
SURVEY MANAGER	$160.00	PROJECT REPRESENTATIVE III	$100.00
PROJECT SURVEYOR	$117.50	PROJECT REPRESENTATIVE II	$85.00
ASSOCIATE SURVEYOR	$105.00	PROJECT REPRESENTATIVE I	$72.50
TECHNICIAN IV- SURVEY/LAB SPECIAL	$100.00	STRUCTURAL STEEL INSPECTOR	$76.50
TECHNICIAN III- SURVEY/SENIOR LAB	$82.00	AWS CERTIFIED WELD INSPECTOR	$76.50
TECHNICIAN IIs- SURVEY	$68.50	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN II- LAB	$59.00	PARTICLE & DYE TESTING- LEVEL II	$95.00
TECHNICIAN I- SURVEY/LAB AIDE	$49.00	ADMINISTRATIVE ASSISTANT	$50.00

EXPENSES & EQUIPMENT CHARGES:

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

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

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

HOURLY RATES:
APPLY TO MEETINGS AND TRAVEL TIME.

DEPOSITION OR COURT TESTIMONY:
1.5 TIMES THE HOURLY RATE.

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

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

FIELD TESTING AND INSPECTION CHARGES:

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

LABORATORY TEST CHARGES:

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

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

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

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

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

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

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

DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE- CME 55 RIGS	$2.75/MILE ($100.00 MINIMUM)
MILEAGE- CME 75 RIGS	$3.11/MILE ($100.00 MINIMUM)
MILEAGE- CME 550 RIGS	$3.11/MILE ($150.00 MINIMUM)
CME 55 DRILL RIG AND TWO MAN CREW	$201.00/HOUR
CME 75 DRILL RIG AND TWO MAN CREW	$234.00/HOUR
CME 550 DRILL RIG AND TWO MAN CREW	$234.00/HOUR
CORE BIT CHARGE	$6.39/FOOT
ROCK CORE SET UP	$79.55/BORING
DECONTAMINATION EQUIPMENT	$159.00/DAY
GROUT MACHINE	$265.00/DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$12.60/EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$318.00/DAY
CME 55 EQUIPMENT SURCHARGE	$175.00/DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$225.00/DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$85.00/DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	$275.00/DAY
DOWNHOLE, CAMERA, ROCK CORE	$125.00/DAY
MINIMUM DRILLING CHARGE	$1,200.00/DAY

DRILLING ITEM	**DEPTH**			
	0’ TO 20’	20’ TO 40’	40’ TO 60’	60’ TO 100’
SOIL OVERBURDEN, 4 IN. AUGER	$8.50	$9.50	$10.50	$11.75
SOIL OVERBURDEN, 6 IN. HS AUGER	$10.25	$11.75	$12.75	$14.25
SOIL OVERBURDEN, 8 IN. HS AUGER	$10.25	$12.75	$15.50	$18.00
SOIL OVERBURDEN, 10 IN. HS AUGER	$11.75	$18.00	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$14.25	$18.00	-	-
ROCK PENETRATION	$31.75	$35.50	$37.75	$44.00
NQ CORING	$41.25	$44.00	$49.50	$57.00
STANDARD PENETRATION TEST	$23.50	$29.25	$35.75	$41.25
3 IN. SHELBY TUBES	$29.25	$35.75	$41.25	$47.50

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

COUNCIL BILL NO. 2020-137 ORDINANCE NO.

AN ORDINANCE approving Work Authorization AND-15th St. Ext.-002 with Anderson Engineering, Inc. in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) for professional engineering consultant services for the East 15th Street Extension project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said work authorization by and between the City of Joplin and Anderson Engineering, Inc. in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the project to progress as scheduled, staying within the current scheduled timeframe, and avoiding unnecessary delays.

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-137

I hereby certify that a sufficient amount is available in the Infrastructure Fund to pay the amounts called for on the basis of the work authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2020 – 350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 720 S. Picher Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred and 00/100 Dollars ($3,700.00); 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 B&D Yardbuilders in the amount of Three Thousand Seven Hundred and 00/100 Dollars ($3,700.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 720 S. Picher Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 720 S. Picher Ave. and legally described as:

ALL OF LOT NUMBERED TWENTY (20) IN BYER'S AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	720 S. Picher Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,700.00
Big John's Heavy Equipment	$4,950.10
Camcor	$4,475.25
Gator Industrial	$3,785.00
James Edwards	$7,500.00
Kong Excavation	$32,000.00
Nelson's Enterprises	$4,199.00



COUNCIL BILL 2020-350
720 S. PICHER AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 350, Building Regulations

MEETING DATE
May 18, 2020

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings 720 S. Picher Avenue.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 1, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$3,785.00
B & D Yardbuilders	$3,700.00
Big Johns	$4,950.10
Nelson Enterprises	$4,199.00
Camcor	$ 4,475.25
Kong Excavation	$ 32,000.00
James Edwards	$ 7,500.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $3,700.00 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.

ATTACHMENTS
Council Bill No. 2020- 350, Photograph of Property, Bid Tabulation

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	1404 W. 4th St.

COMPANY	BIDS
B & D Yardbuilders	$4,400.00
Big John's Heavy Equipment	$4,999.01
Camcor	$6,885.00
Gator Industrial	$4,025.00
James Edwards	$14,950.00
Kong Excavation	$47,500.00
Nelson's Enterprises	$5,999.00



COUNCIL BILL 2020-351

1404 W 4TH ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 351, Building Regulations

MEETING DATE
May 18, 2020

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 1404 W. 4TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 17, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$4,025.00
B & D Yardbuilders	$4,400.00
Big Johns	$4,999.01
Nelson Enterprises	$5,999.00
Camcor	$6,885.00
Kong Excavation	$47,500.00
James Edwards	$14,950.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $4,025.00 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.

ATTACHMENTS
Council Bill No. 2020- 351, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1404 W. 4th St. in the City of Joplin, Missouri, for Four Thousand Twenty-five and 00/100 Dollars ($ 4,025.00); 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 Gator Industrial in the amount of Four Thousand Twenty-five and 00/100 Dollars ($ 4,025.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1404 W. 4TH St.

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 1404 W. 4TH St. and legally described as:

ALL OF LOT NUMBERED NINETEEN IN CONTINENTAL ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

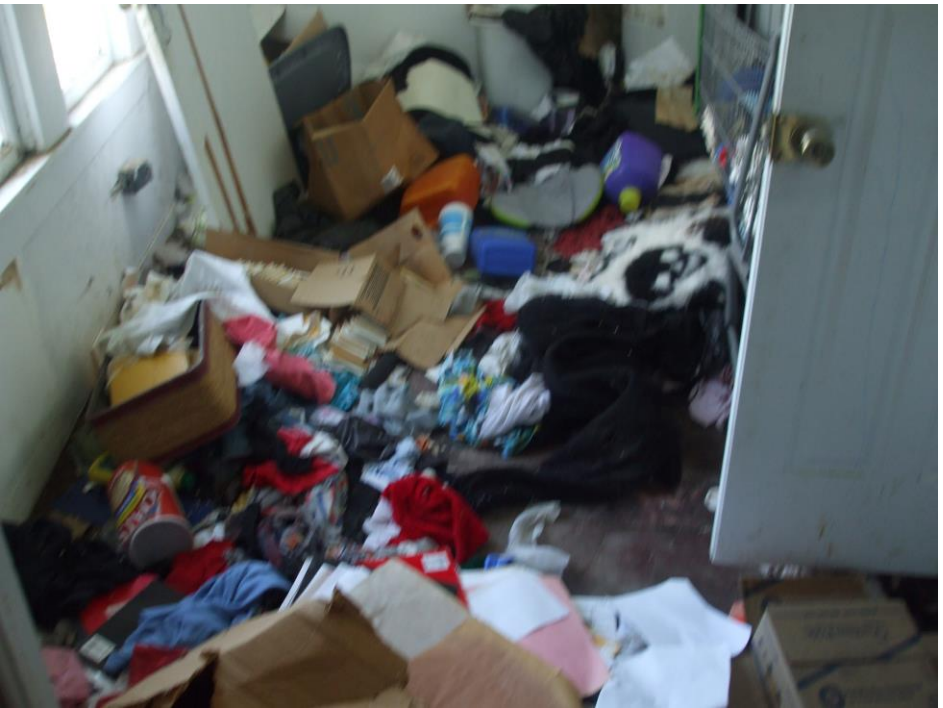
Peter C. Edwards, City Attorney

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	2425 S. Annie Baxter Ave.

COMPANY	BIDS
B & D Yardbuilders	$6,324.00
Big John's Heavy Equipment	$5,600.10
Camcor	$8,711.50
Gator Industrial	$3,601.00
James Edwards	$14,500.00
Kong Excavation	$50,000.00
Nelson's Enterprises	$5,499.00


COUNCIL BILL 2020-352
2425 S. ANNIE BAXTER AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 352, Building Regulations

MEETING DATE
May 18, 2020

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 2425 S. Annie Baxter Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 6, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$3,601.00
B & D Yardbuilders	$6,324.00
Big Johns	$5,600.00
Nelson Enterprises	$5,499.00
Camcor	$ 8,711.50
Kong Excavation	$ 50,000.00
James Edwards	$ 14,500.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,601.00 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.

ATTACHMENTS
Council Bill No. 2020- 352, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 352 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2425 Annie Baxter Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred One and 00/100 Dollars ($3,601.00.00); 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 Gator Industrial in the amount of Three Thousand Six Hundred One and 00/100 Dollars ($3,601.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at.

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 2425 Annie Baxter Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) AND THE SOUTH TEN (10) FEET OF LOT NUMBERED ONE HUNDRED THIRTY-TWO (132) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	2027 S. Virginia Ave.

COMPANY	BIDS
B & D Yardbuilders	$6,400.00
Big John's Heavy Equipment	NO BID
Camcor	$4,360.50
Gator Industrial	$3,150.00
James Edwards	NO BID
Kong Excavation	$30,000.00
Nelson's Enterprises	$3,199.00


COUNCIL BILL 2020-353
2027 S. VIRGINIA AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 353, Building Regulations

MEETING DATE
May 18, 2020

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings located at 2027 S. Virginia Ave.

BACKGROUND
The owner of above listed address signed consent to demolish. "The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020 an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$3,150.00
Camcor	$4,360.50
B&D Yardbuilders	$6,400.00
Nelson Demolition	$3,199.00
Kong Excavation	$30,000.00

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.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,150.00 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.

ATTACHMENTS
Council Bill No. 2020- 353, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2027 S. Virginia Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Fifty and 00/100 Dollars ($ 3,150.00); 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 Gator Industrial in the amount of Three Thousand One Hundred Fifty and 00/100 Dollars ($ 3,150.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2027 S. Virginia Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2027 S. Virginia Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED THREE (103) IN SHIFFERDECKER'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-506 – Approving a budget amendment for FY 2020

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-506 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2019-2020 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the police department budget to replace four wrecked police cars in the amount of $139,494.00 Amend the liability insurance expenditures in the amount of $139,494.00 to transfer to the General Fund for the replacements. Amend revenue and expenditures in the General Fund in the amount of $139,494.00 to replace the sedan.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $139,494.00 and expenditures by $278,988.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to replace totaled police department vehicles as set forth in the charter.

COUNCIL BILL NO. 2020-506 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, 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 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of One Hundred Thirty-Nine Thousand Four Hundred Ninety-Four Dollars and No Cents ($139,494.00) and by increasing appropriations by the total amount of Two Hundred Seventy-Eight Thousand Nine Hundred Eighty-Eight Dollars and No Cents ($278,988.00) 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 _____, 2020, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
18-May-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Revenue	001-0000-450-0604	Insurance Claim Settlement	$	139,494	
	Police Uniform Operations	001-5502-510-8210	Motor Vehicles			139,494
	Total General Fund			$	139,494	139,494
515	Liability Insurance Fund					
				$	-	
	Liability Insurance	515-7501-500-5305	Judgements & Claims			139,494
	Total Liability Insurance Fund			$	-	139,494
	Grand Total			$	139,494	278,988

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-123 Work Authorization for the 20th and Malang Lift Station Improvements Project

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2020-123 Ordinance; Work Authorization AMA-OC20-004; Exhibit Map

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the 20th and Malang Lift Station Improvements Project in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00).

BACKGROUND
The 20th and Malang lift station is the newest pump station within the City's system, completed in May of 2018 as part of a disaster-recovery grant from the Economic Development Administration (EDA). One of the conditions for appropriating EDA grant funds for the Wildwood Business Park was that there had to be firm commitments from private developers to build there. This limited the lift station's initial pumping capacity to handle the sanitary sewer flows generated from those development projects. Now that those projects have been realized, the remaining capacity of the lift station hinders further growth in the business park; the lift station needs to be upgraded to stimulate further development there.

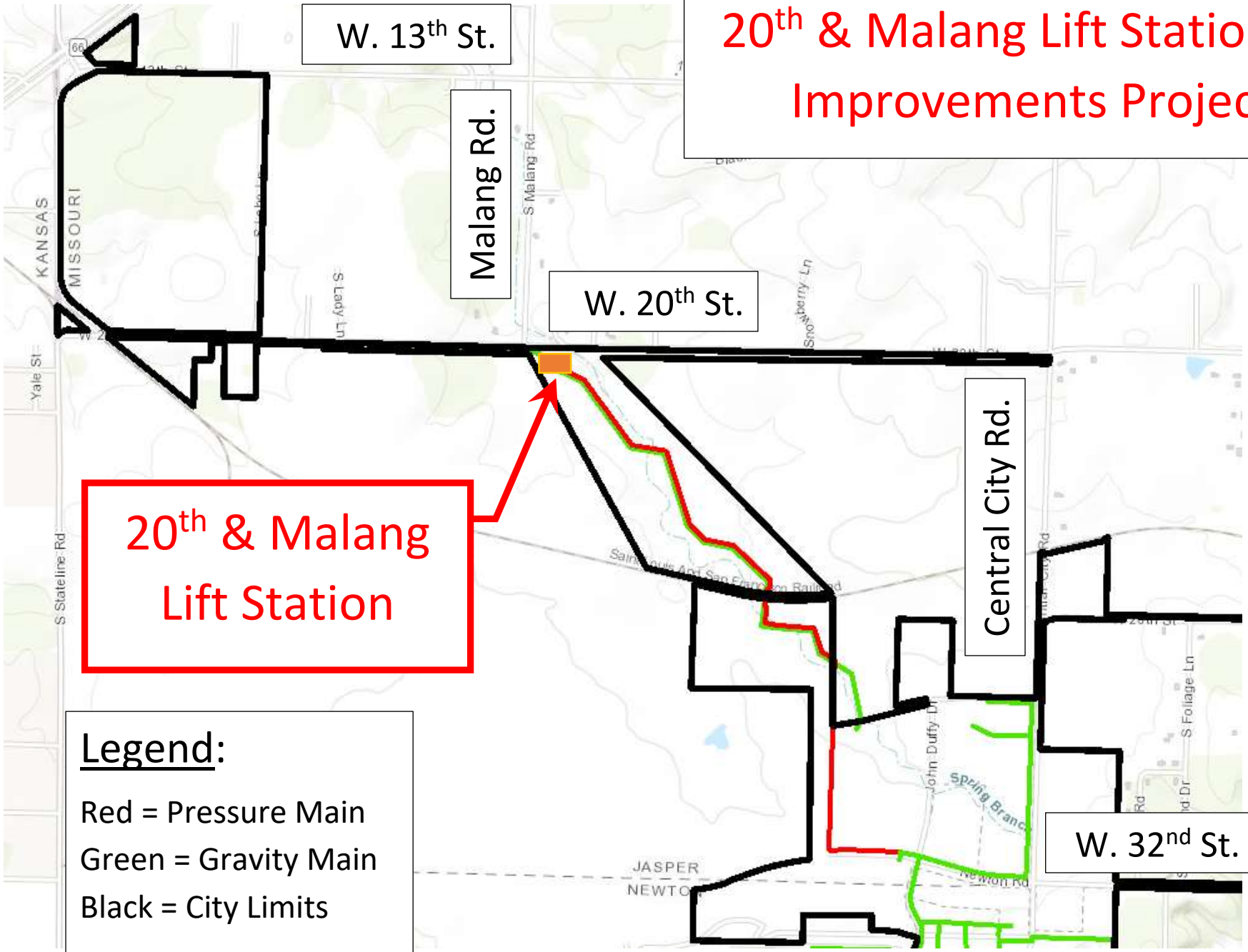
In December of 2018, AMA outlined a tiered approach to meeting wastewater capacity needs at this lift station. This work authorization directs AMA to design improvements aimed at meeting the short-term wastewater pumping needs, namely, the installation of higher horsepower pumps, a flow equalization wet well, along with any associated upgrades to the lift station equipment. AMA was selected as the most qualified on-call consultant because of their familiarity with this lift station, as indicated within the 2020 Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding. Public Works intends to provide construction inspection and administration.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

Exhibit Map:

20th & Malang Lift Station Improvements Project



CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: 20th and Malang Lift Station Improvements	

WORK AUTHORIZATION NUMBER AMA-OC-020-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-020-004 exceed the sum of Sixty Thousand Dollars ($60,000).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-020-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 20th and Malang Lift Station Improvements)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally near 20th Street and Malang Drive in Joplin, MO along the North side of the Wildwood Ranch Development on the West side of the City.

1.1.3.2 Design of improvements to the existing lift station consisting generally of submersible pump replacement, control panel and electrical modifications, construction of a new 10-foot diameter overflow storage basin and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements to the existing lift station.

1.1.3.4 Resident Construction Representation Phase services for the completion of the lift station improvements. Services will be provided part time with an estimated construction duration of 3 months (up to 145 hours of inspection time).

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and

review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 8 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 3-month construction time period. Right-of-Way/Easement Acquisition efforts, if determined necessary, shall begin immediately upon receipt of Notice To Proceed.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $60,000, as set forth in Work Authorization Number AMA–OC-020-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$30,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$15,000	
Subtotal Standard Project Engineering Services		$45,000
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$15,000
Total Estimated Maximum Fee – All Services		$60,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2020

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

HOURLY LABOR RATES

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON–LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2020-123 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00) for the 20th and Malang Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin;

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-123

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance