JOPLIN CITY COUNCIL
REGULAR MEETING
6:00 P.M.
MONDAY, AUGUST 17, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

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

2. **Roll Call**

3. **Presentations**

   1. A Proclamation Proclaiming August 26, 2020 As The Centennial Of The 19th Amendment Ratification Day. Council Member Diane Reid Adams, Public Policy Chair Of American Association Of University Women (AAUW), Will Receive The Proclamation.

      Documents:

      19TH AMENDMENT.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Brian Evans, 4308 W. 28th Place, Would Like To Speak On The Mask Ordinance's Effect On The Joplin Community.

   2. Abigail Covington, 211 S. Moffet, Would Like To Speak On The Mask Mandate.

   3. Jennifer Thompson, 4509 E. Zora, Would Like To Speak On The Mask Mandate.

   4. Edward Steinbacher, 2015 Carolina Place, Would Like To Speak On What It Means To Be An American.

   5. Daniel Davis, 2202 N. Wood St., Galena, KS, Would Like To Speak On The Mask Mandate.

   6. Mike Pier, 2915 E. 14th St., Would Like To Speak On Masks.

   7. Curt Carr, 13415 Hwy FF, Would Like To Speak On The Mask Ordinance.

   8. Rodney Noran, 2301 S. Florida Ave., Would Like To Speak On The Mask Mandate.

   9. Michael Knapp, 3586 Alpaca Rd., Would Like To Speak On The Extension Of The Mask Ordinance.

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROC.PDF

2. FY 2021 PROPOSED BUDGET PRESENTATION

   Documents:

   2021 BUDGET PRESENTATION FOR PUBLIC HEARING.PDF

8. Consent Agenda

1. Minutes Of The August 3, 2020 City Council Meeting

   Documents:

   MINS.AUG 3, 2020.PDF

2. COUNCIL BILL NO. 2020-005
   AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

   Documents:

   CB2020-005.PDF

3. COUNCIL BILL NO. 2020-141
   AN ORDINANCE approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater Project (TS0612); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin

   Documents:

   CB2020-141.PDF

4. COUNCIL BILL NO. 2020-149
   AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination.

   Documents:

   CB2020-149.PDF

5. COUNCIL BILL NO. 2020-151
   AN ORDINANCE approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-151.PDF

6. COUNCIL BILL NO. 2020-268
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 902 W. 26th St., City of Joplin, Jasper County, Missouri.

Documents:

CB2020-268.PDF

7. COUNCIL BILL NO. 2020-269
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 2701 S. Virginia Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-269.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL 2020-156
AN ORDINANCE approving a construction agreement with Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1 in the not to exceed amount Eighty- Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars, ($89,585.30). for the Fire Station Concrete Apron Approach project and containing an emergency clause.

Documents:

SUMMARY SHEET 2020-156 FIRE STATION CONCRETE APRONS CONST..PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2020.PDF
BID TAB SUMMARY FIRE STATION CONCRETE APRONS.PDF
FIRE STATION 1 APPROACHES MAP.PDF
COUNCIL BILL 2020-156 FIRE STATION CONCRETE APRONS CONST..PDF

2. COUNCIL BILL NO. 2020-361
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 2024 Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($3,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-361 BIDS.PDF
CB 2020-361 PICTURES.PDF
CB 2020-361 SUMMARY.PDF
CB 2020-361.PDF

3. COUNCIL BILL NO. 2020-362
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 2107 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Ninety-five and 00/100 Dollars ($3,795.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-362 BID.PDF
CB 2020-362 PICTURES.PDF
CB 2020-362 SUMMARY.PDF
CB 2020-362.PDF

4. COUNCIL BILL NO. 2020 – 363
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 1326 Grand Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($ 3,600); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-363 BID.PDF
CB 2020-363 PICTURES.PDF
CB 2020-363 SUMMARY.PDF
CB 2020-363.PDF

5. COUNCIL BILL NO. 2020-364
AN ORDINANCE approving the contract by and between the City of Joplin and Big John's Heavy Equipment for the demolition of the structure(s) and clearing of lot area located at 206 N. Wall Ave. in the City of Joplin, Missouri, for Six Thousand Five Hundred and 00/100 Dollars ($6,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-364 BID.PDF
CB 2020-364 PICTURES.PDF
CB 2020-364 SUMMARY.PDF
CB 2020-364.PDF

6. COUNCIL BILL NO. 2020 – 365
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 301 N. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred Seventy-Five and 00/100 Dollars ($ 4,575.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-365 BID.PDF
CB 2020-365 PICTURES.PDF
CB 2020-365 SUMMARY.PDF
CB 2020-365.PDF

7. COUNCIL BILL NO. 2020-519
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 2020-519 SUMMARY BUDGET AMENDMENT.PDF
CB 2020-519 BUDGET AMENDMENT ORDINANCE.PDF
CB 2020-519 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-006
AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k).

Documents:

PDF CB2020-006-SUMMARY SHEET 7 AUTOMATION FEE 07.29.20.PDF
PDF CB2020-006 - ORDINANCE.PDF

2. COUNCIL BILL 2020-150
AN ORDINANCE approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

OLSSON CANTERBURY WORK AUTHORIZATION GS.PDF
7TH AND CANTERBURY_REVISEDPROPOSAL-SIGNED.PDF
MAPFORCOUNCIL.PDF
OLSSON CANTERBURY WORK AUTHORIZATION CB.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Health Dept. Update/Discussion Of Covid-19 Recovery Plan.

2. News From Public Information Officer, Lynn Onstot.

3. 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. 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 12:00 p.m. on this the 13th day of August, 2020 (RSMo 610.020)

PROCLAMATION

Recognizing the 10 0th Anniversary of th e
Ratification of the 19th Amendment

WHEREAS, one hundred and seventy-two years ago in 1848, the first Women's Rights Convention was held in Seneca Falls, New York, marking the beginning of the bold and courageous Women's Right Movement to gain women the right to vote; and

WHEREAS, the Women's Rights Movement, as well as every other progressive social change movement, was made stronger by the women of Missouri from every race, class and ethnic background who served on the front line and ultimately played a unique and critical role in Missouri's history; and

WHEREAS, on June 4, 1919, the United States Congress passed the Nineteenth Amendment to the United States Constitution providing the right to vote for women and sent it to the states for ratification; and

WHEREAS, on July 3, 1919, Governor Frederick Gardner signed the bill that made Missouri the eleventh state to ratify the Nineteenth Amendment; and

WHEREAS, 100 years ago, on August 26, 1920, the 19th Amendment was certified by U.S. Secretary of State Bainbridge Colby and became federal law; and

WHEREAS, the city of Joplin recognizes that the American Association of University Women, founded in 1881, and its Missouri branches, have long been supporters of women's rights, equity, and the 19th Amendment; and

WHEREAS, the citizens of the City of Joplin appreciate the struggles of the Suffragists and others who fought for the right to vote by all citizens.

NOW, THEREFORE, I, Ryan D. Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim August 26, 2020 as the

"CENTENNIAL OF THE 19TH AMENDMENT RATIFICATION DAY"

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 17th day of August 2020.

_____

Ryan D. Stanley, Mayor

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.

CITY OF JOPLIN



FY 2021
PROPOSED BUDGET

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FOR FISCAL YEAR 2020-2021

	Audited Fund Balance at 10-31-19	Projected 2019-2020 Activity				Projected Fund Balance at 10-31-20	Projected 2020-2021 Activity				Projected Fund Balance at 10-31-21
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**14,779,597**	30,737,661	27,527,606	2,502,935	30,030,541	**15,486,717**	30,175,046	28,042,674	1,068,460	29,111,134	**16,550,629**
1/2-Cent Pension Sales Tax	**-**	3,712,000	2,077,368	-	2,077,368	**1,634,632**	7,424,000	5,525,000	-	5,525,000	**3,533,632**
Public Safety Sales Tax	**8,575,573**	7,428,137	5,898,563	517,365	6,415,928	**9,587,782**	7,435,000	5,491,989	453,660	5,945,649	**11,077,133**
Convention & Tourism	**1,519,537**	1,022,000	1,238,467	3,883	1,242,350	**1,299,187**	1,209,000	1,283,257	17,200	1,300,457	**1,207,730**
Health & Welfare	**911,689**	2,683,677	2,396,381	61,478	2,457,859	**1,137,507**	2,676,010	2,567,911	6,900	2,574,811	**1,238,706**
Parks & Recreation	**233,071**	3,166,782	3,032,180	181,503	3,213,683	**186,170**	3,500,150	3,311,135	190,000	3,501,135	**185,185**
Solid Waste Management	**1,287,060**	3,077,683	2,856,032	8,125	2,864,157	**1,500,586**	3,085,500	2,930,218	150,000	3,080,218	**1,505,868**
Parks/Stormwater Sales Tax	**6,011,291**	3,914,857	1,212,838	5,945,274	7,158,112	**2,768,036**	4,012,000	1,161,238	3,998,599	5,159,837	**1,620,199**
Transportation Sales Tax	**6,562,186**	11,551,795	8,749,146	2,225,740	10,974,886	**7,139,095**	11,800,294	8,846,697	1,540,875	10,387,572	**8,551,817**
Capital Improvement Sales Tax	**17,949,686**	6,768,000	714,615	6,906,363	7,620,978	**17,096,708**	6,768,000	676,231	18,955,000	19,631,231	**4,233,477**
Community Development	**(1,358,522)**	5,437,066	5,443,099	10,010	5,453,109	**(1,374,565)**	2,181,472	2,159,496	6,500	2,165,996	**(1,359,089)**
Economic Development	**3,825,698**	19,000	-	39,297	39,297	**3,805,401**	15,000	-	-	-	**3,820,401**
Debt Service	**1**	999	1,000	-	1,000	**-**	-	-	-	-	**-**
Infrastructure Improvements	**(1,894,866)**	7,101,097	100,000	7,062,718	7,162,718	**(1,956,487)**	4,662,360	2,600,000	2,077,360	4,677,360	**(1,971,487)**
Revolving Public Improvements	**746,203**	30,000	90,000	-	90,000	**686,203**	30,000	90,000	-	90,000	**626,203**
Regional Airport	**35,829,041**	5,000,709	2,746,591	1,936,306	4,682,897	**38,083,159**	16,601,220	2,814,296	14,166,317	16,980,613	**51,870,083**
Municipal Golf Course	**633,204**	827,980	827,561	74,676	902,237	**633,623**	762,500	809,521	168,000	977,521	**586,602**
Sanitary Sewer	**82,238,601**	17,357,695	14,182,972	13,204,614	27,387,586	**85,413,324**	17,625,000	14,392,936	13,097,000	27,489,936	**88,645,388**
Central Garage	**333,905**	1,493,173	1,483,673	11,000	1,494,673	**343,405**	1,588,250	1,501,116	303,000	1,804,116	**430,539**
Health Self-Insurance	**3,205,003**	6,630,000	6,001,160	-	6,001,160	**3,833,843**	5,930,000	5,922,600	-	5,922,600	**3,841,243**
Workers Compensation Self-Ins	**1,400,569**	689,237	778,760	-	778,760	**1,311,046**	698,073	782,313	-	782,313	**1,226,806**
Liability & Property Insurance	**867,156**	1,788,608	1,317,935	-	1,317,935	**1,337,829**	1,379,058	1,319,058	-	1,319,058	**1,397,829**
Emergency Communications	**1,677,507**	1,817,961	1,699,248	81,016	1,780,264	**1,796,220**	1,808,200	1,849,524	446,427	2,295,951	**1,754,896**
Joplin TIF Commission	**2,235,927**	2,209,808	13,000	-	13,000	**4,432,735**	1,936,000	13,000	-	13,000	**6,355,735**
Joplin Redevelopment Corporation	**8,638,989**	2,324,893	200,392	-	200,392	**10,763,490**	-	163,500	-	163,500	**10,599,990**

FY 2021 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Governmental	• General Fund is used to account for all ordinary operations of a governmental unit that are financed from taxes and other general revenues • Main operating fund of the City • Accounts for all financial resources of the general government, except those required to be accounted for in a different fund
Special Revenue	• Used to account for revenues from specific taxes or other earmarked revenue sources that by law are designated to finance particular functions or activities of government
Capital Projects	• Governmental funds established to account for resources used for the acquisition of large capital improvements other than those accounted for in proprietary funds.

FY 2021 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Proprietary	• Business-type funds that are generally self-supporting either by outside fees or internal charges • Two types of proprietary funds: ➢ Enterprise Funds-Used to account for government-owned services supported primarily by service charges or user fees ➢ Internal Service Funds-Account for the goods and services provided by one department to another within government on a cost-reimbursement basis

FY 2021 PROPOSED BUDGET
EXPLANATION OF FUNDS

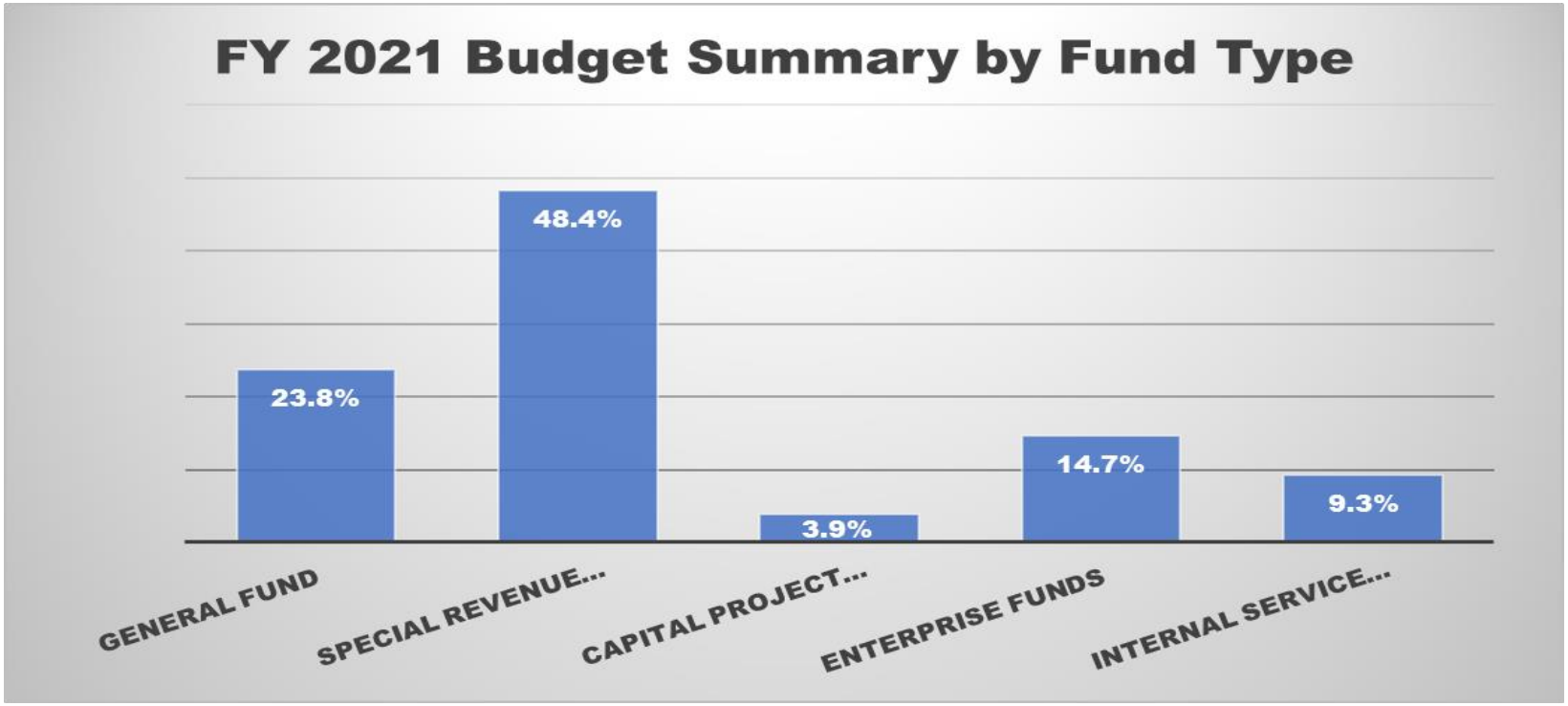
FUND TYPE	FUND DESCRIPTION
Fiduciary	• Funds that account for resources that governments hold in trust for individuals or other governments in a trust capacity
Component Units	• Separate governmental units for which the elected officials of the City are financially accountable

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 57,174,500	$ -	$ 1,935,000	$ 59,109,500
Licenses & Permits	1,726,450	-	-	1,726,450
Fines & Forfeitures	846,400	-	-	846,400
Service Charges & User Fees	3,545,575	21,836,240	-	25,381,815
Charges & Assessments	1,305,564	8,628,881	-	9,934,445
Other Income & Donations	1,729,357	56,000	1,000	1,786,357
Intergovernmental	10,346,259	14,828,180	-	25,174,439
TOTAL REVENUES	**$ 76,674,105**	**$ 45,349,301**	**$ 1,936,000**	**$ 123,959,406**
EXPENDITURES				
General Government	$ 5,943,390	$ 10,421,972	$ 176,500	$ 16,541,862
Public Safety	24,362,309	1,760,158	-	26,122,467
Public Works	2,457,575	2,632,246	-	5,089,821
Highways & Streets	31,034,165	-	-	31,034,165
Environmental	2,977,837	11,462,084	-	14,439,921
Health Services	2,510,210	-	-	2,510,210
Culture & Recreation	5,572,843	785,521	-	6,358,364
Social Services	2,947,762	-	-	2,947,762
Debt Service	-	552,372	-	552,372
Infrastructure/Economic Development	4,677,360	-	-	4,677,360
TOTAL EXPENDITURES	**$ 82,483,451**	**$ 27,614,353**	**$ 176,500**	**$ 110,274,304**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (5,809,346)**	**$ 17,734,948**	**$ 1,759,500**	**$ 13,685,102**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,299,727	$ 1,043,000	$ -	9,342,727
Transfers Out	(10,666,949)	(1,777,011)	-	(12,443,960)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,367,222)**	**$ (734,011)**	**$ -**	**$ (3,101,233)**
NET CHANGE IN FUND BALANCE	**$ (8,176,568)**	**$ 17,000,937**	**$ 1,759,500**	**$ 10,583,869**
FUND BALANCE, BEGINNING OF YEAR	**$ 58,996,972**	**$ 132,752,449**	**$ 15,196,225**	**$ 206,945,646**
FUND BALANCE, END OF YEAR	**$ 50,820,404**	**$ 149,753,386**	**$ 16,955,725**	**$ 217,529,515**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 127,054,475	$ -	$ 127,054,475
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	22,061,590	-	-	22,061,590
Unrestricted Fund Balance/Net Assets	28,758,814	18,995,150	16,955,725	64,709,689
TOTAL FUND BALANCE SUMMARY	**$ 50,820,404**	**$ 149,753,386**	**$ 16,955,725**	**$ 217,529,515**

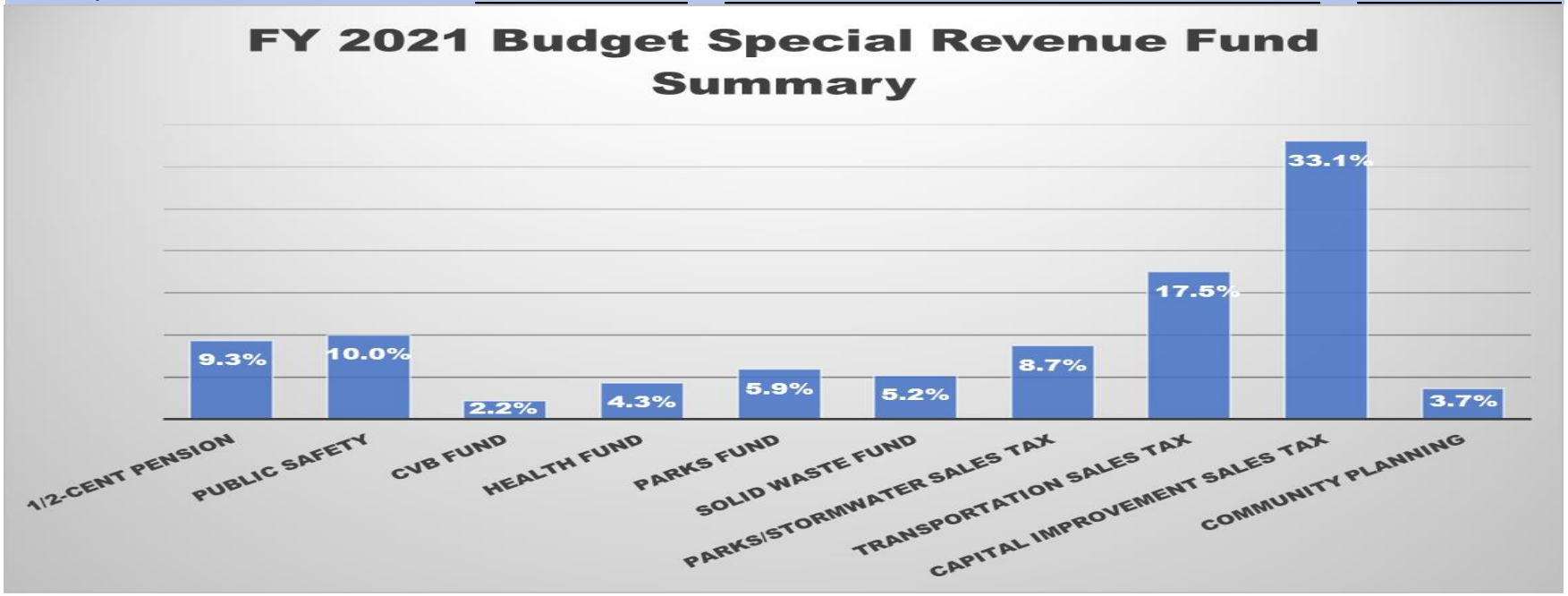
FY 2021 OVERALL BUDGET SUMMARY

Fund Type	FY 2021 Total Revenue	FY 2021 Operational Expenditures	FY 2021 Capital Expenditures	FY 2021 Transfers Out	FY 2021 Total Expenditures
General Fund	$ 30,175,046	$ 22,431,548	$ 1,068,460	$ 5,611,126	$ 29,111,134
Special Revenue Funds	$ 50,106,426	$ 28,897,349	$ 25,318,734	$ 5,055,823	$ 59,271,906
Capital Project Funds	$ 4,692,360	$ 2,690,000	$ 2,077,360	$ -	$ 4,767,360
Enterprise Funds	$ 34,988,720	$ 16,373,919	$ -	$ 1,642,834	$ 18,016,753
Internal Service Funds	$ 11,403,581	$ 11,240,434	$ -	$ 134,177	$ 11,374,611
Total Funds	$ 131,366,133	$ 81,633,250	$ 28,464,554	$ 12,443,960	$ 122,541,764



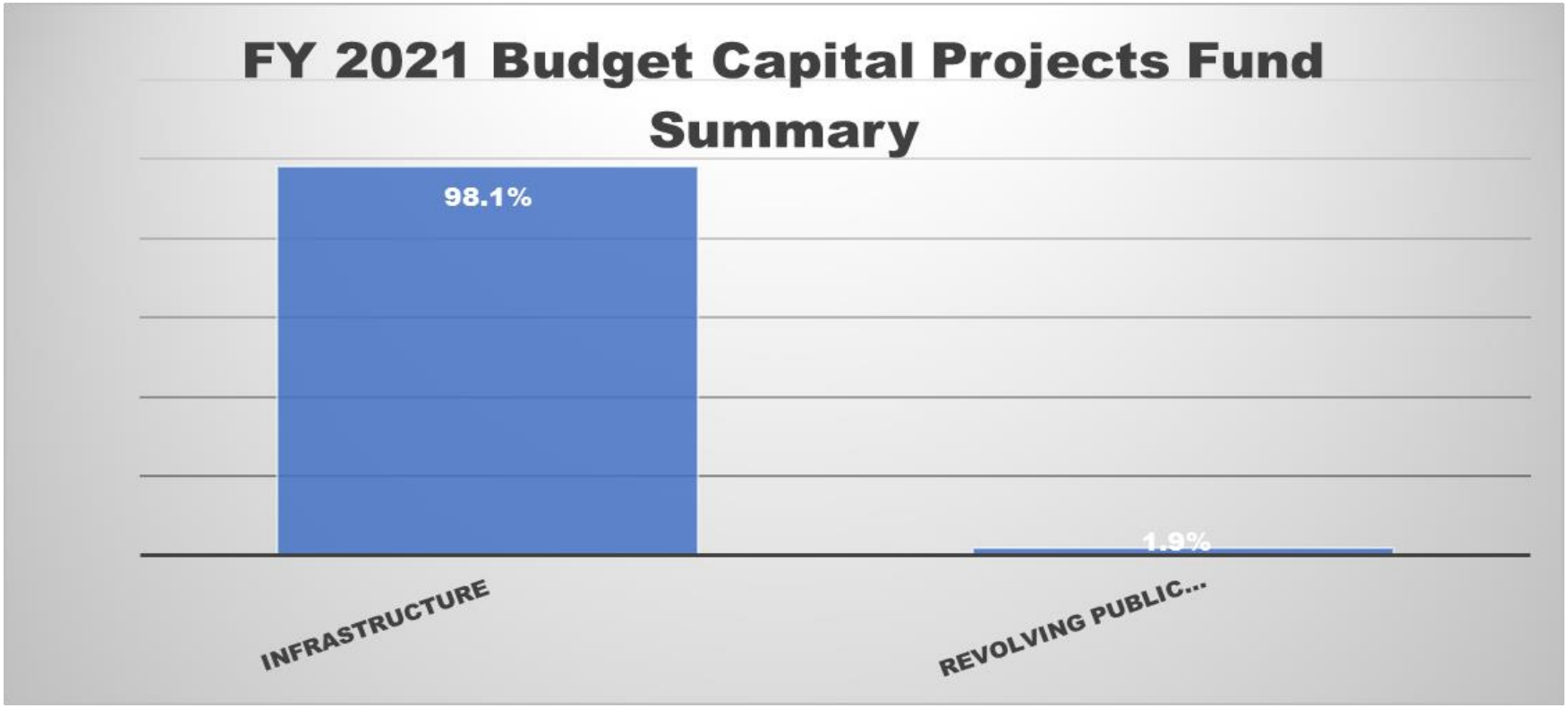
FY 2021 BUDGET SPECIAL REVENUE FUND SUMMARY

FUND	FY 2021 Total Revenue	FY 2021 Operational Expenditures	FY 2021 Capital Expenditures	FY 2021 Transfers Out	FY 2021 Total Expenditures
1/2-Cent Pension	$ 7,424,000	$ 5,525,000	$ -	$ -	$ 5,525,000
Public Safety	$ 7,435,000	$ 4,346,973	$ 453,660	$ 1,145,016	$ 5,945,649
CVB Fund	$ 1,209,000	$ 1,209,665	$ 17,200	$ 73,592	$ 1,300,457
Health Fund	$ 2,676,010	$ 2,503,310	$ 6,900	$ 64,601	$ 2,574,811
Parks Fund	$ 3,500,150	$ 3,177,651	$ 190,000	$ 133,484	$ 3,501,135
Solid Waste Fund	$ 3,085,500	$ 2,877,486	$ 150,000	$ 52,732	$ 3,080,218
Parks/Stormwater Sales Tax	$ 4,012,000	$ 842,095	$ 3,998,599	$ 319,143	$ 5,159,837
Transportation Sales Tax	$ 11,800,294	$ 6,120,214	$ 1,540,875	$ 2,726,483	$ 10,387,572
Capital Improvement Sales Tax	$ 6,768,000	$ 142,686	$ 18,955,000	$ 533,545	$ 19,631,231
Community Planning	$ 2,181,472	$ 2,152,269	$ 6,500	$ 7,227	$ 2,165,996
Economic Development Fund	$ 15,000	$ -	$ -	$ -	$ -
Total Special Revenue Funds	$ 50,106,426	$ 28,897,349	$ 25,318,734	$ 5,055,823	$ 59,271,906



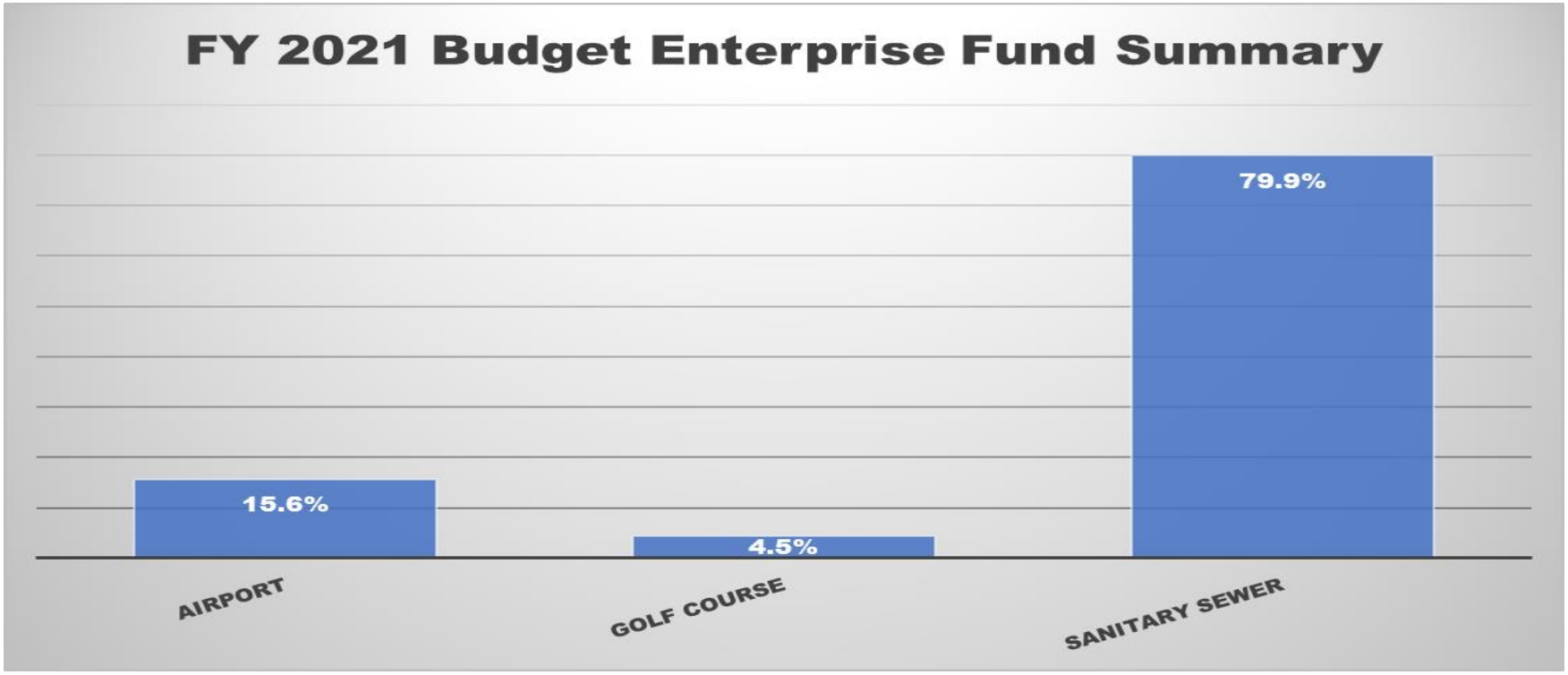
FY 2021 BUDGET CAPITAL PROJECTS FUND SUMMARY

FUND	FY 2021 Total Revenue	FY 2021 Operational Expenditures	FY 2021 Capital Expenditures	FY 2021 Transfers Out	FY 2021 Total Expenditures
Infrastructure	$ 4,662,360	$ 2,600,000	$ 2,077,360	$ -	$ 4,677,360
Revolving Public Improvements	$ 30,000	$ 90,000	$ -	$ -	$ 90,000
Total Capital Projects Funds	$ 4,692,360	$ 2,690,000	$ 2,077,360	$ -	$ 4,767,360



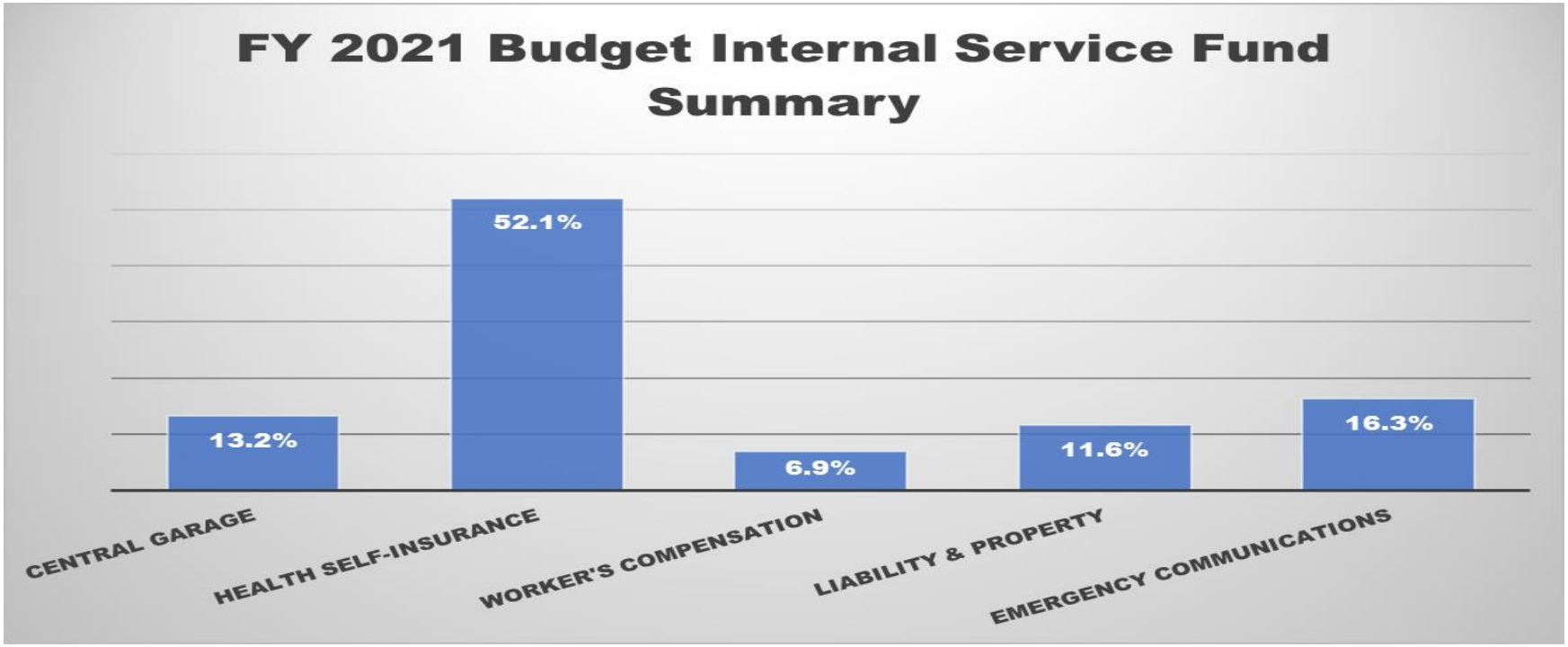
FY 2021 BUDGET ENTERPRISE FUND SUMMARY

FUND	FY 2021 Total Revenue	FY 2021 Operational Expenditures	FY 2021 Capital Expenditures	FY 2021 Transfers Out	FY 2021 Total Expenditures
Airport	$ 16,601,220	$ 2,632,246	$ -	$ 182,050	$ 2,814,296
Golf Course	$ 762,500	$ 785,521	$ -	$ 24,000	$ 809,521
Sanitary Sewer	$ 17,625,000	$ 12,956,152	$ -	$ 1,436,784	$ 14,392,936
Total Enterprises Funds	$ 34,988,720	$ 16,373,919	$ -	$ 1,642,834	$ 18,016,753



FY 2021 BUDGET INTERNAL SERVICE FUND SUMMARY

FUND	FY 2021 Total Revenue	FY 2021 Operational Expenditures	FY 2021 Capital Expenditures	FY 2021 Transfers Out	FY 2021 Total Expenditures
Central Garage	$ 1,588,250	$ 1,456,305	$ -	$ 44,811	$ 1,501,116
Health Self-Insurance	$ 5,930,000	$ 5,922,600	$ -	$ -	$ 5,922,600
Worker's Compensation	$ 698,073	$ 782,313	$ -	$ -	$ 782,313
Liability & Property	$ 1,379,058	$ 1,319,058	$ -	$ -	$ 1,319,058
Emergency Communications	$ 1,808,200	$ 1,760,158	$ -	$ 89,366	$ 1,849,524
Total Internal Service Funds	$ 11,403,581	$ 11,240,434	$ -	$ 134,177	$ 11,374,611



FY 2021 PROPOSED BUDGET ASSUMPTIONS – ALL FUNDS

- 2%-2.5% Step Increase effective on employee's anniversary date for eligible employees
- General Employee Lagers Rate increased from 12.5% to 12.9%
- Police Employee Lagers Rate remains unchanged at 16.4%
- Fire Employee Lagers Rate remains unchanged at 19.8%
- Police & Fire Pension Rate decreased from 31.75% to 0%
- No Increase is projected for Health Insurance
- Dental Insurance decreased 5.7%
- Life Insurance decreased 1.7%
- Disability Insurance decreased 35.2%

REVENUE HIGHLIGHTS – ALL FUNDS

- **Sales Tax**
  - Projected Sales Tax decrease in the FY 2021 Budget is 2% from 2019 actuals

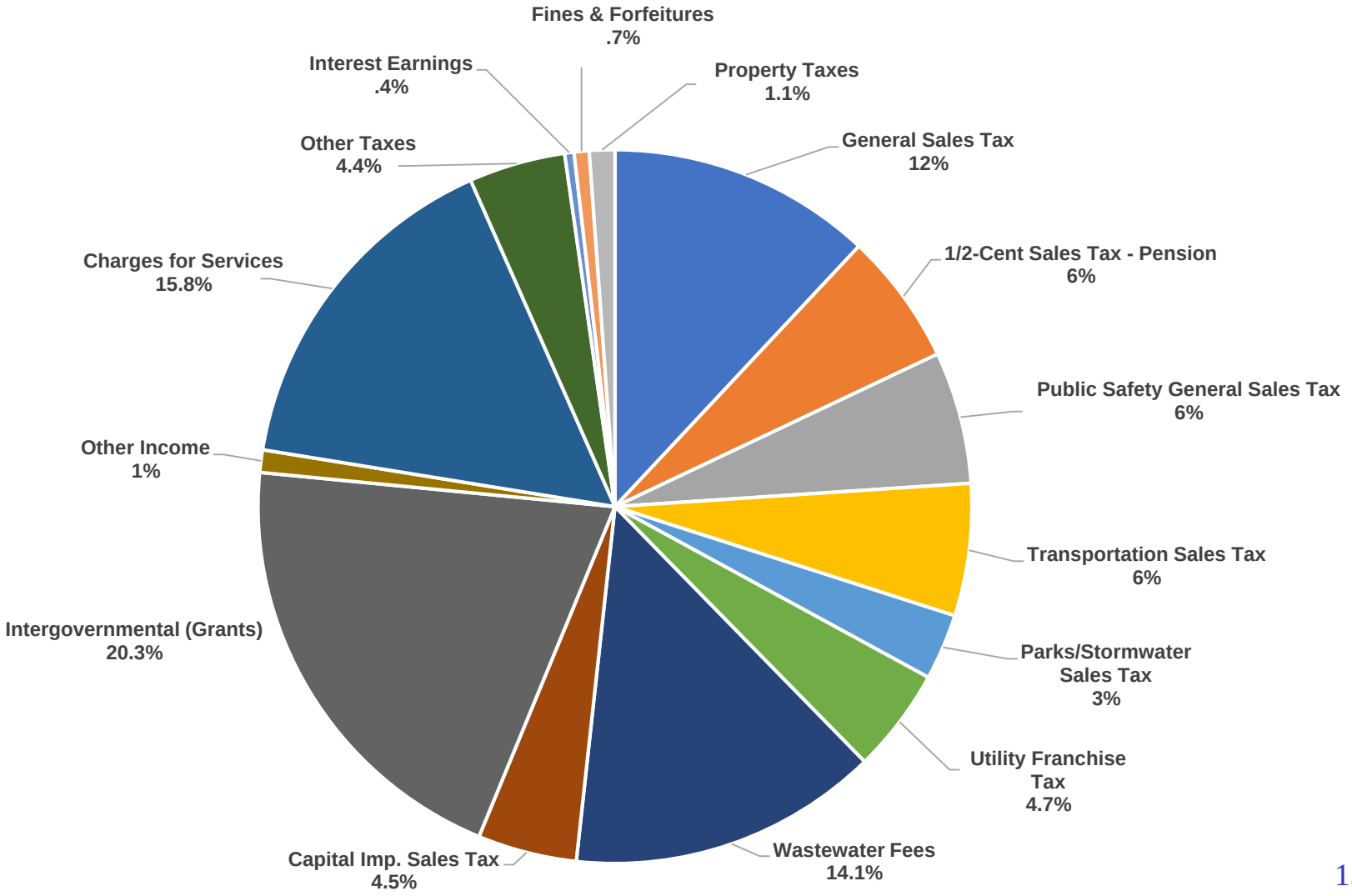
  - Revenue generated from the 1.0% General Sales Tax, 0.5% Pension Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvement Sales Tax is expected to be approximately $46.4 million in FY 2021.

REVENUES - ALL FUNDS

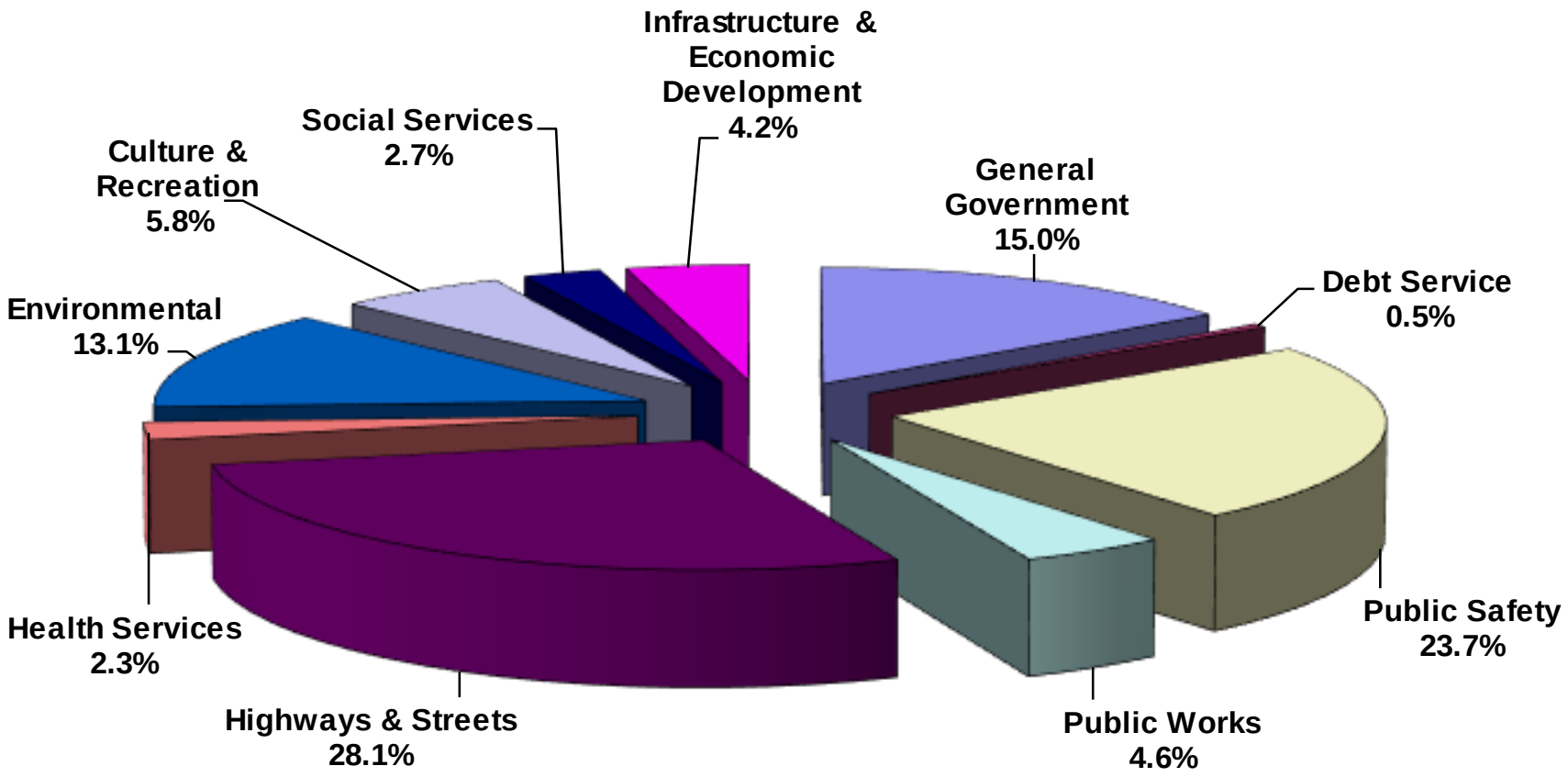
FY 2021 Proposed Budget

General Sales Tax	$	14,848,000
1/2-Cent Sales Tax - Pension		7,424,000
Public Safety General Sales Tax		7,424,000
Utility Franchise Tax		5,865,000
Interest Earnings		522,000
Fines & Forfeitures		846,400
Other Income		1,264,357
Parks & Stormwater Sales Tax		3,712,000
Transportation Sales Tax		7,424,000
Capital Improvement Sales Tax		5,568,000
Wastewater Fees		17,428,000
Intergovernmental (Grants)		25,174,439
Charges for Services		19,614,710
Other Taxes		5,418,000
Property Taxes		1,426,500
TOTAL REVENUE	**$**	**123,959,406**

TOTAL REVENUE BY TYPE – ALL FUNDS
FY 2021 Proposed Budget



EXPENDITURES BY FUNCTION – ALL FUNDS
FY 2021 Proposed Budget



POSITION SUMMARY – ALL FUNDS
FY 2021 PROPOSED BUDGET

FY 2021 POSITIONS BY FUND SUMMARY

FUND TYPE	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 PROPOSED	PROPOSED CHANGE
General Fund	258.10	258.95	259.05	0.10
Special Revenue Funds	223.30	220.30	218.80	(1.50)
Enterprise Funds	75.50	76.25	76.25	-
Internal Service Funds	27.60	27.60	27.60	-
Total Positions by Fund	584.50	583.10	581.70	(1.40)

FTE Proposed Changes:

General Fund: Add Part-Time Municipal Judge.

Special Revenue Funds: Reduction in Grant-Funded positions.

Positions by Fund

Full-Time Equivalent (FTE)

	FYE 2019 Actual	FYE 2020 Actual	FY 2021 Proposed Budget
GENERAL FUND			
City Manager	3.00	4.00	4.00
City Clerk	2.00	2.00	2.00
Legal Services	6.40	6.25	6.25
Human Resources	3.60	3.60	3.60
Building Regulations	6.00	6.00	6.00
Finance	10.00	10.00	10.00
Information Technology	6.00	6.00	6.00
Municipal Court	9.50	9.50	9.60
Public Works	17.40	17.40	17.40
Police	109.80	109.80	109.80
Fire	71.00	71.00	71.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	4.20	4.20	4.20
Total General Fund	**258.10**	**258.95**	**259.05**
SPECIAL REVENUE FUNDS			
Public Safety Sales Tax	55.00	55.00	55.00
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	31.80	31.80	31.80
Parks & Recreation	39.65	39.65	39.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	14.50	15.50	15.50
Transportation Sales Tax	59.20	59.20	59.20
Capital Improvements Sales Tax	1.90	1.90	1.90
Community Planning	12.80	8.80	7.30
Total Special Revenue Funds	**223.30**	**220.30**	**218.80**
ENTERPRISE FUNDS			
Regional Airport	12.30	12.80	12.80
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	52.70	52.95	52.95
Total Enterprise Funds	**75.50**	**76.25**	**76.25**
INTERNAL SERVICE FUNDS			
Central Garage	4.20	4.20	4.20
Worker's Compensation	0.80	0.80	0.80
Liability & Property Self-Insurance	0.60	0.60	0.60
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**27.60**	**27.60**	**27.60**
TOTAL FTE - ALL FUNDS	**584.50**	**583.10**	**581.70**
Not included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

PROPOSED PERSONNEL CHANGES
FY 2021 PROPOSED BUDGET

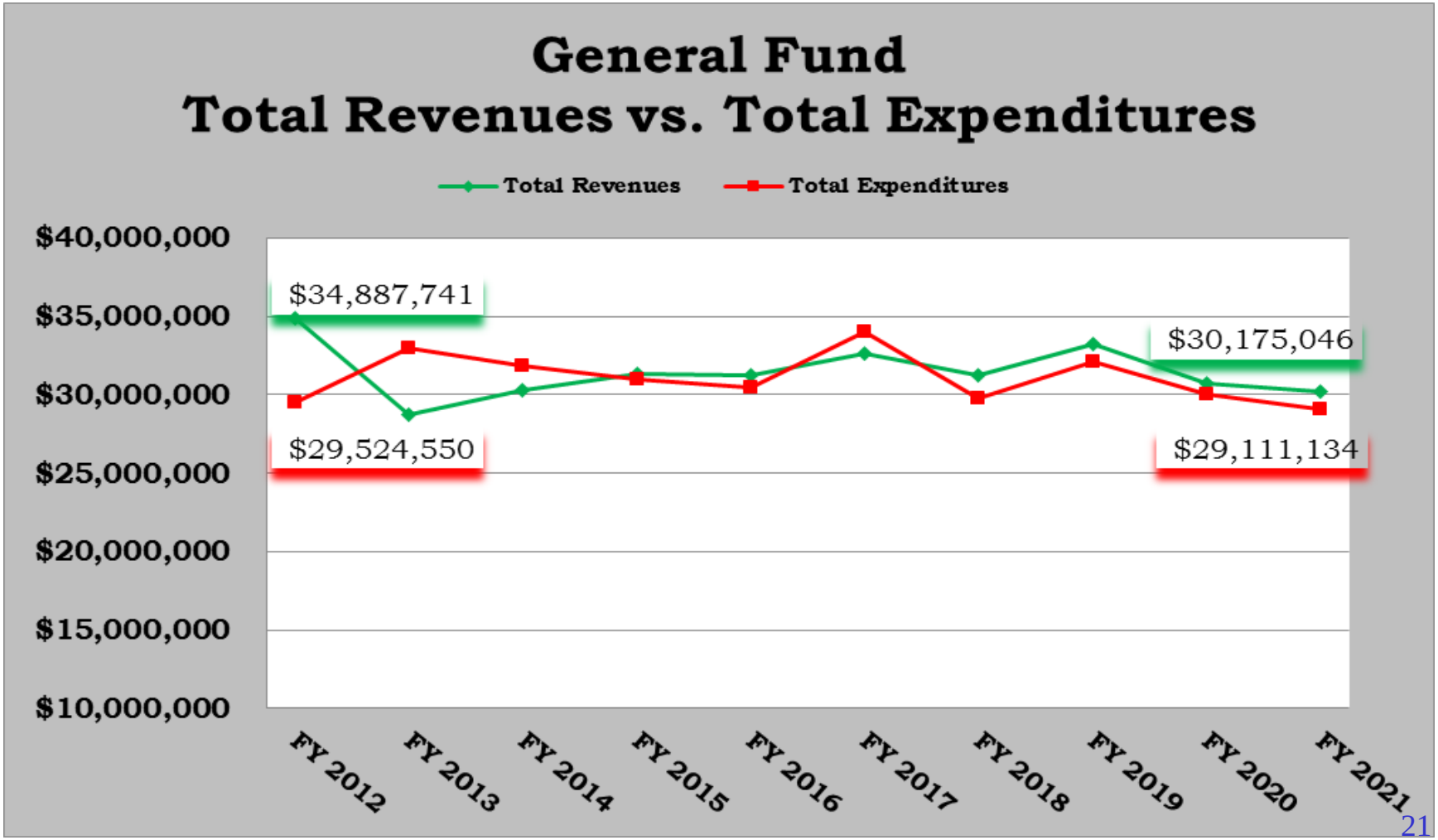
- General Fund:
  - Add Part-Time Municipal Judge (.10 FTE)

- Community Planning Fund:
  - Delete CDBG Project Manager positions (1.50 FTE) due to grant funding.

KEY INITIATIVES
OTHER FUNDS

- Continue COVID-19 efforts such as contact tracing, case investigations, testing and Vaccination Programs
- Award and Implement Residential Trash and Recycling Contract
- Complete Master Planning efforts for Parks & Stormwater Sales Tax Renewal, including Ewert Pool and Memorial Hall Studies
- Reconstruction of Runway 18/36
- Reduction of Inflow & Infiltration (I&I) from public and private sources
- Grand Falls Wayfinding
- Support the 10th year remembrance of the 2011 EF-5 tornado
- Outsource Headstone resetting at various cemeteries
- Continuation of Beautification and Enhancement Program
- Complete and Implement Transit Master Plan
- Implement Assessment & Remediation from ADA Transition Plan
- Conduct Fiber and Connectivity Gap Analysis for SMART City Plan
- Conduct Analysis of existing Street Network to accommodate separated bike lanes
- Replacement and Upgrade of Diesel Fuel Island at Public Works Center

GENERAL FUND
FY 2021 PROPOSED BUDGET

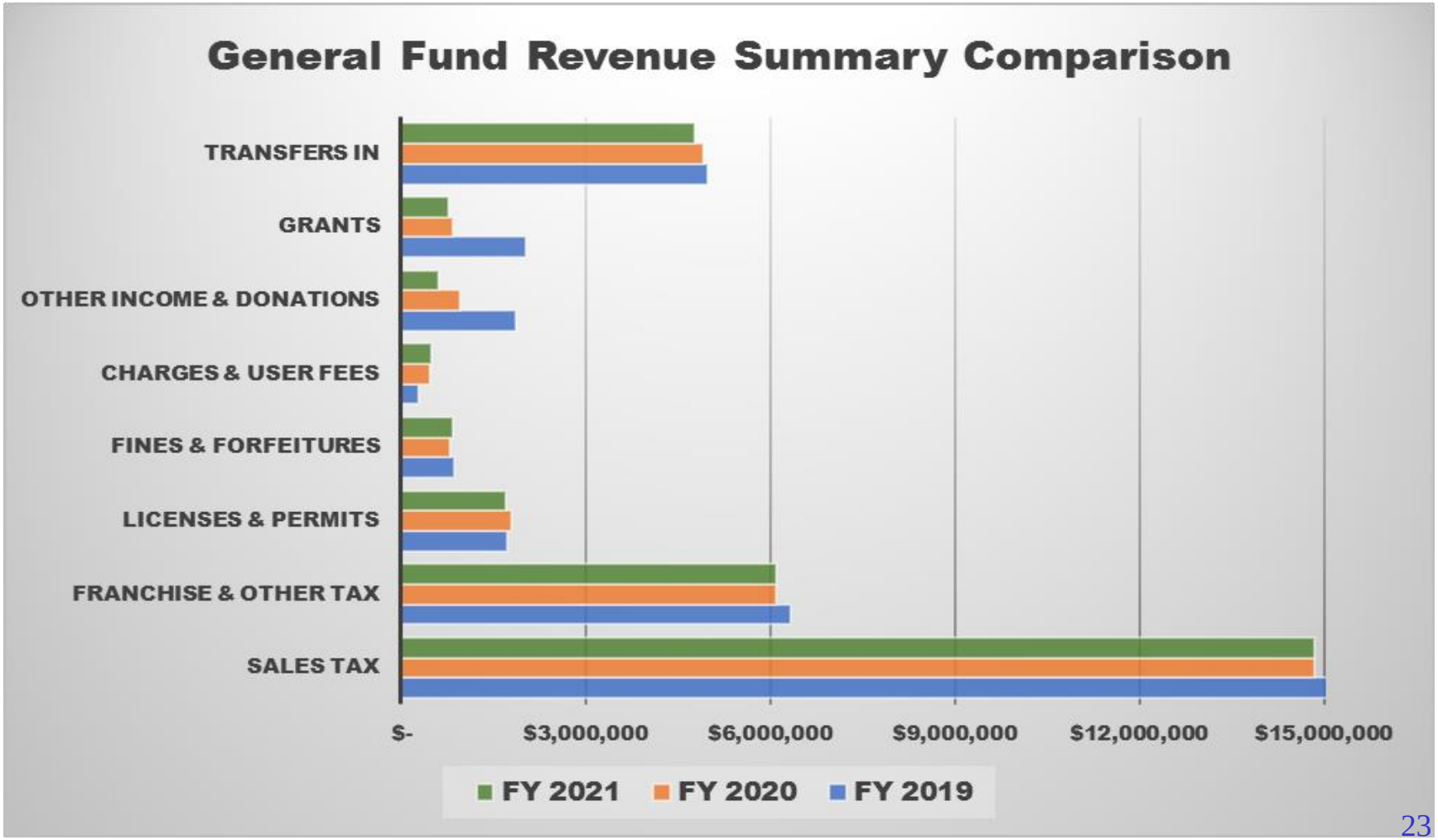


GENERAL FUND REVENUES
FY 2021 PROPOSED BUDGET

FY 2021 BUDGET GENERAL FUND REVENUES

GENERAL FUND REVENUE	FY 2019 ACTUAL	FY 2020 ESTIMATED	FY 2021 BUDGET	PROPOSED CHANGE AMOUNT	PROPOSED CHANGE %
Sales Tax	$ 15,150,748	$ 14,848,000	$ 14,848,000	$ -	0.0%
Franchise & Other Tax	$ 6,336,558	$ 6,100,000	$ 6,100,000	$ -	0.0%
Licenses & Permits	$ 1,734,273	$ 1,799,050	$ 1,707,700	$ (91,350)	-5.1%
Fines & Forfeitures	$ 859,987	$ 797,800	$ 846,400	$ 48,600	6.1%
Charges & User Fees	$ 291,080	$ 481,374	$ 505,064	$ 23,690	4.9%
Other Income & Donations	$ 1,868,047	$ 964,150	$ 619,150	$ (345,000)	-35.8%
Grants	$ 2,019,482	$ 845,250	$ 780,505	$ (64,745)	-7.7%
Transfers In	$ 4,992,500	$ 4,902,037	$ 4,768,227	$ (133,810)	-2.7%
Total General Fund Revenue	$ 33,252,675	$ 30,737,661	$ 30,175,046	$ (562,615)	-1.8%

GENERAL FUND REVENUES
FY 2021 PROPOSED BUDGET



GENERAL FUND REVENUES
MAJOR REVENUE SOURCES

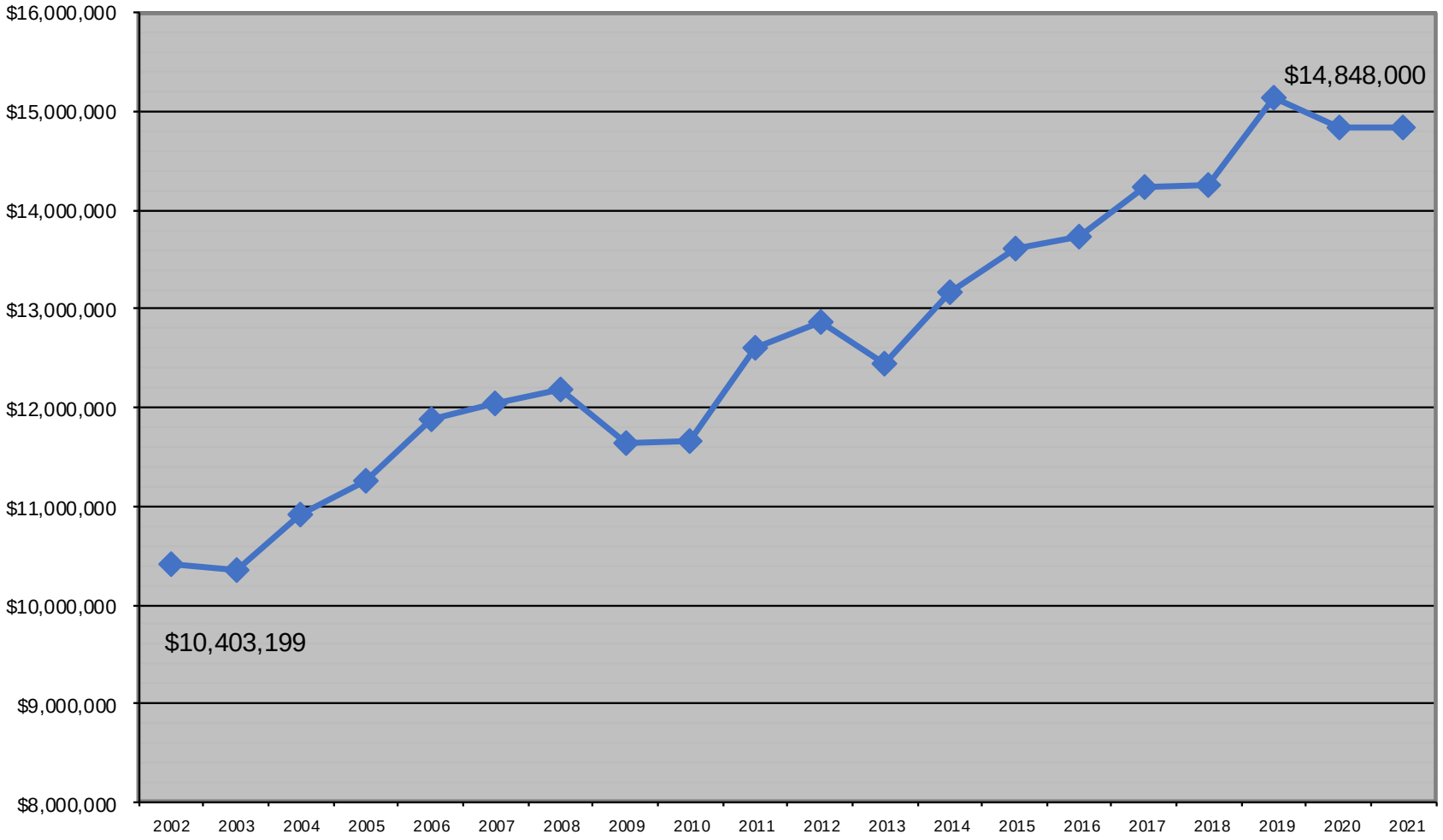
10-YEAR HISTORY OF GROSS 1% SALES TAX

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2012	$ 12,857,015	2.1%
2013	$ 12,442,798	-3.2%
2014	$ 13,169,209	5.8%
2015	$ 13,604,721	3.3%
2016	$ 13,726,267	0.9%
2017	$ 14,230,450	3.7%
2018	$ 14,258,932	0.2%
2019	$ 15,150,748	6.3%
Est. 2020	$ 14,848,000	-2.0%
Budget 2021	$ 14,848,000	0.0%
Average Annual Change		1.7%
Ten Year Average Change		17.9%

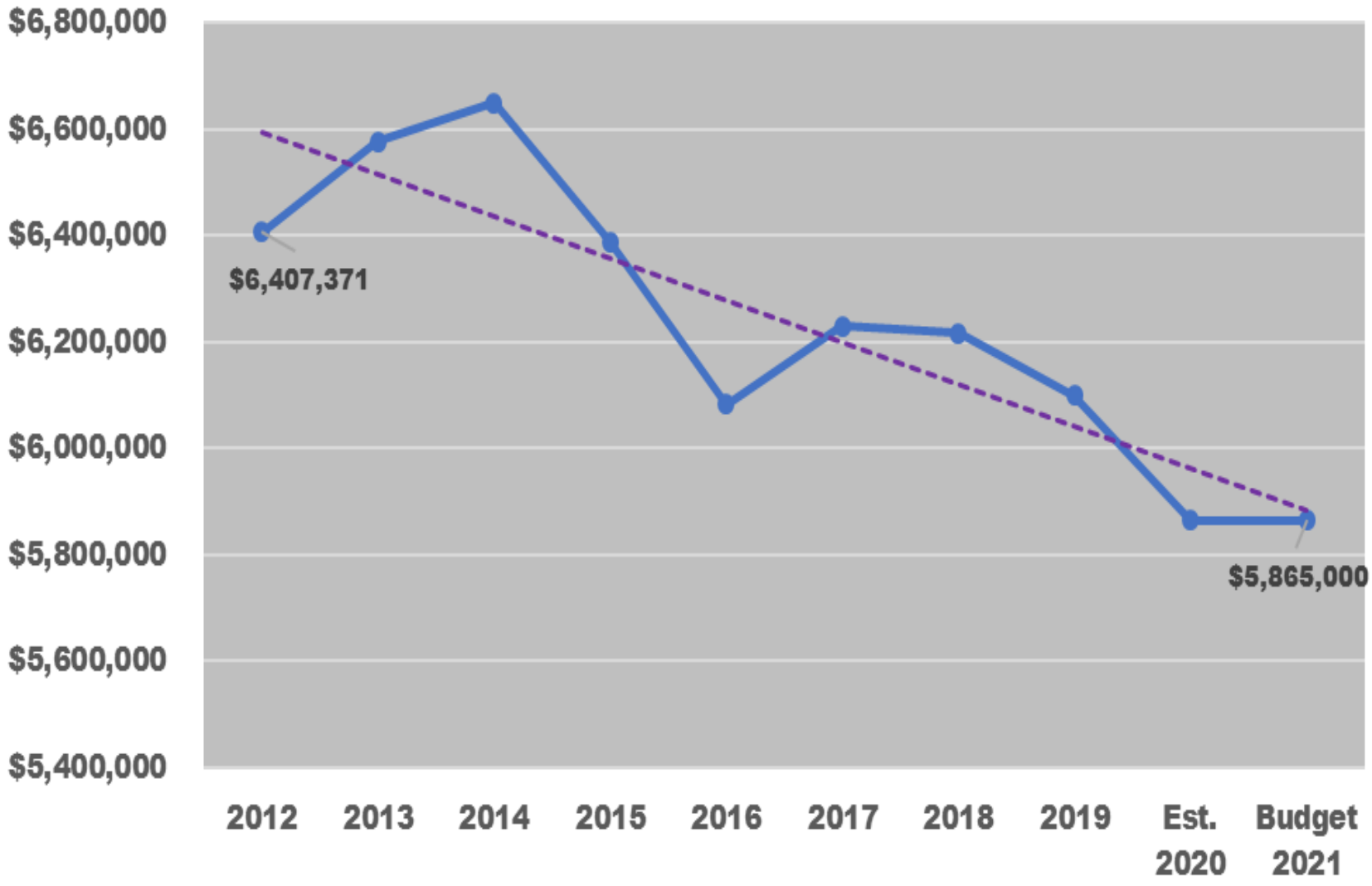
10-YEAR HISTORY OF FRANCHISE TAXES

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2012	$ 6,407,371	-7.5%
2013	$ 6,577,704	2.7%
2014	$ 6,649,802	1.1%
2015	$ 6,389,210	-3.9%
2016	$ 6,082,435	-4.8%
2017	$ 6,229,719	2.4%
2018	$ 6,216,670	-0.2%
2019	$ 6,099,376	-1.9%
Est. 2020	$ 5,865,000	-3.8%
Budget 2021	$ 5,865,000	0.0%
Average Annual Change		-1.6%
Ten Year Average Change		-15.4%

1% GENERAL GROSS SALES TAX

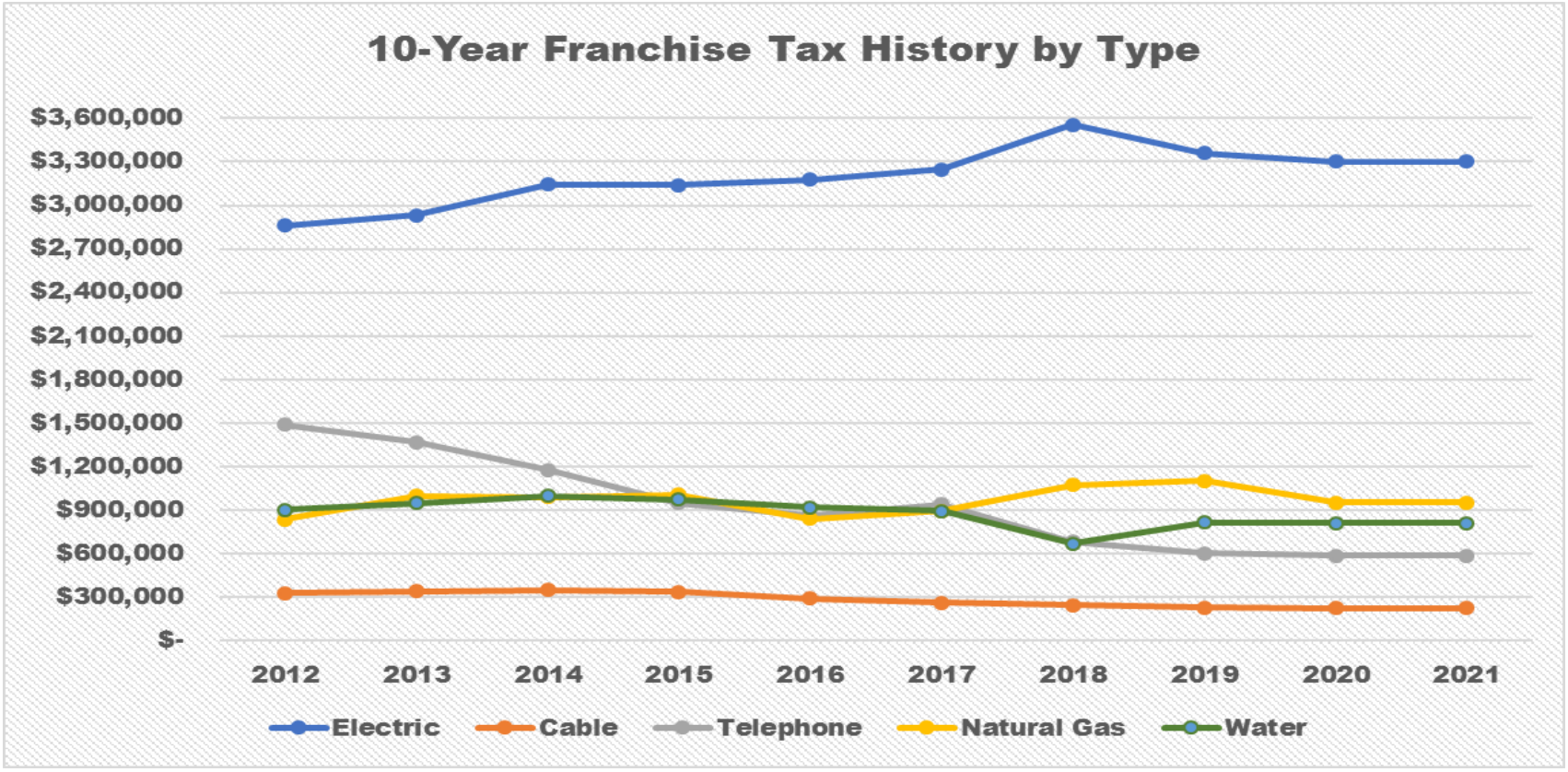


10-Year History of Franchise Taxes



10-YEAR HISTORY OF FRANCHISE TAXES BY TYPE

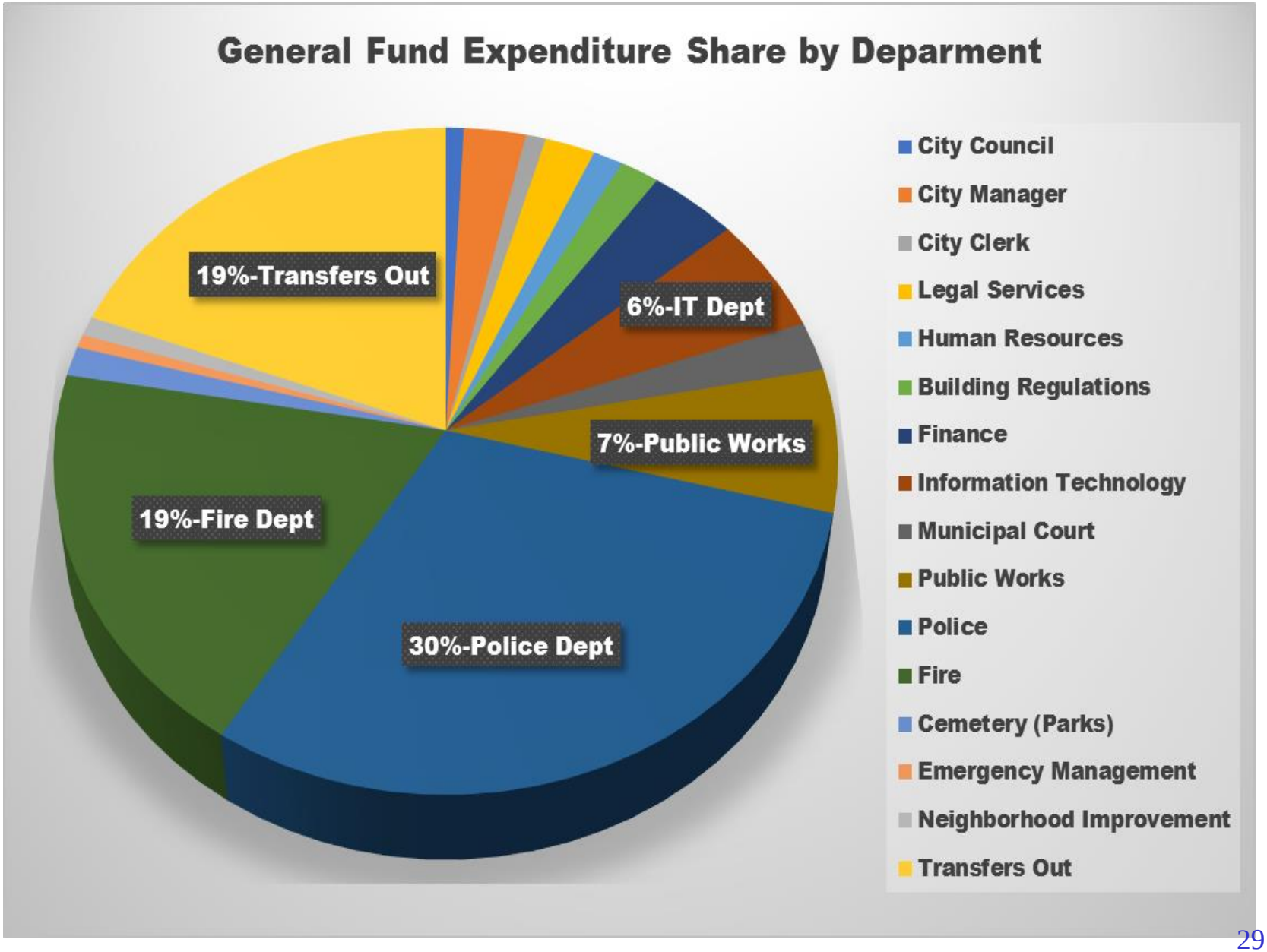
FRANCHISE FEE	2012	2013	2014	2015	2016	2017	2018	2019	Est. 2020	Budget 2021
Electric	$ 2,862,412	$ 2,933,474	$ 3,144,617	$ 3,137,646	$ 3,177,136	$3,249,568	$3,556,350	$3,362,154	$3,300,000	$3,300,000
Cable	$ 325,518	$ 336,318	$ 346,330	$ 332,852	$ 288,528	$ 258,800	$ 240,193	$ 225,002	$ 220,000	$ 220,000
Telephone	$ 1,487,523	$ 1,367,020	$ 1,175,359	$ 944,718	$ 862,156	$ 937,164	$ 680,108	$ 598,596	$ 585,000	$ 585,000
Natural Gas	$ 832,062	$ 993,913	$ 988,252	$ 1,002,529	$ 837,026	$ 891,534	$1,071,124	$1,101,139	$ 950,000	$ 950,000
Water	$ 899,856	$ 946,979	$ 995,245	$ 971,465	$ 917,588	$ 892,653	$ 668,895	$ 812,485	$ 810,000	$ 810,000
Total Franchise Taxes	$ 6,407,371	$ 6,577,704	$ 6,649,803	$ 6,389,210	$ 6,082,434	$6,229,719	$6,216,670	$6,099,376	$5,865,000	$5,865,000



GENERAL FUND EXPENDITURES
BY DEPARTMENT

FY 2021 BUDGET GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	FY 2019 ACTUAL	FY 2020 ESTIMATED	FY 2021 BUDGET	PROPOSED CHANGE AMOUNT	%
City Council	$ 173,592	$ 193,050	$ 233,338	$ 40,288	20.9%
City Manager	$ 773,586	$ 709,507	$ 814,838	$ 105,331	14.8%
City Clerk	$ 173,200	$ 231,180	$ 261,879	$ 30,699	13.3%
Legal Services	$ 596,218	$ 652,031	$ 656,802	$ 4,771	0.7%
Human Resources	$ 429,973	$ 360,639	$ 396,731	$ 36,092	10.0%
Building Regulations	$ 482,669	$ 476,959	$ 512,677	$ 35,718	7.5%
Finance	$ 1,142,316	$ 1,145,380	$ 1,158,176	$ 12,796	1.1%
Information Technology	$ 1,680,363	$ 1,735,738	$ 1,672,641	$ (63,097)	-3.6%
Municipal Court	$ 687,804	$ 658,635	$ 699,336	$ 40,701	6.2%
Public Works	$ 1,911,013	$ 1,930,880	$ 2,017,575	$ 86,695	4.5%
Police	$ 9,220,338	$ 8,576,716	$ 8,718,629	$ 141,913	1.7%
Fire	$ 6,067,401	$ 6,702,745	$ 5,480,040	$ (1,222,705)	-18.2%
Cemetery (Parks)	$ 394,302	$ 432,035	$ 413,023	$ (19,012)	-4.4%
Emergency Management	$ 171,538	$ 177,297	$ 188,007	$ 10,710	6.0%
Neighborhood Improvement	$ 248,213	$ 238,144	$ 276,316	$ 38,172	16.0%
Transfers Out	$ 7,937,842	$ 5,809,605	$ 5,611,126	$ (198,479)	-3.4%
Total General Fund Expenditures	$ 32,090,368	$ 30,030,541	$ 29,111,134	$ (919,407)	-3.1%

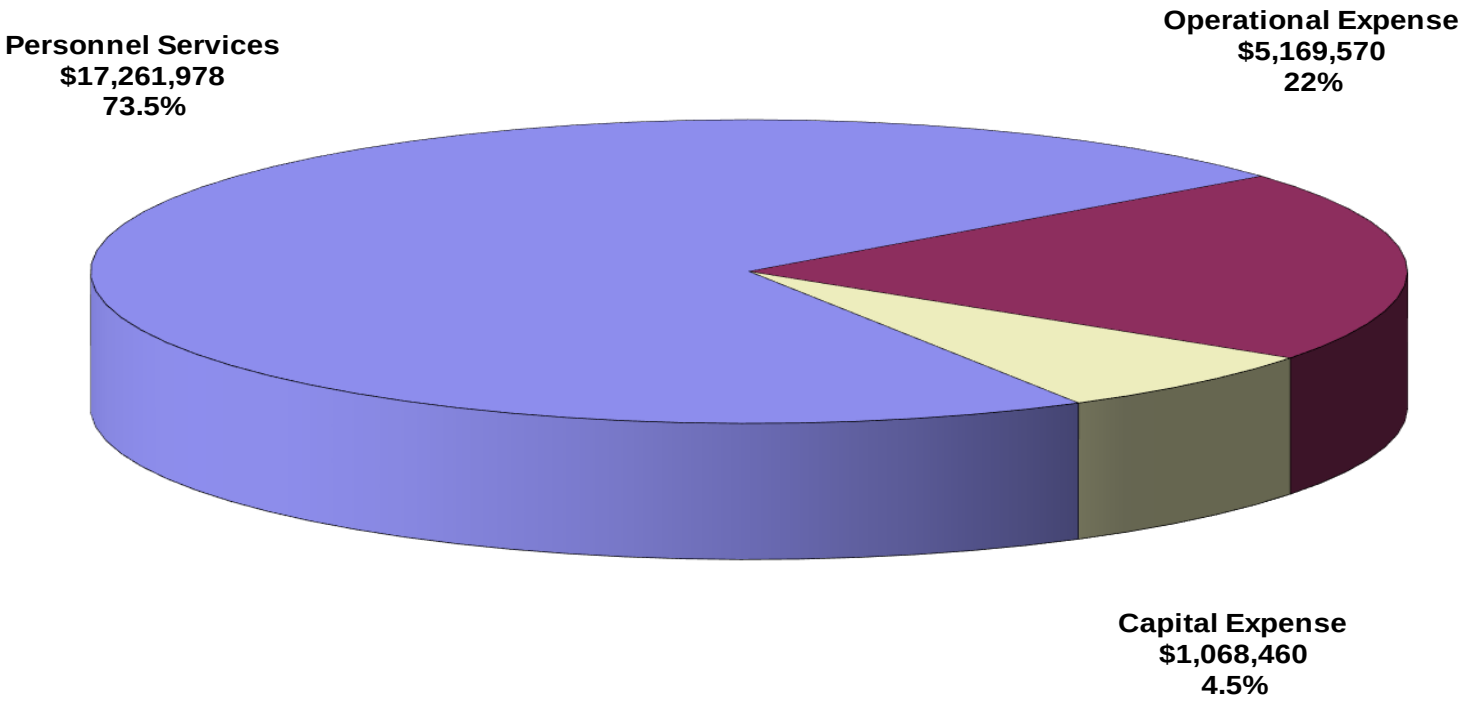

General Fund Expenditure Share by Deparment
19%-Transfers Out
6%-IT Dept
7%-Public Works
19%-Fire Dept
30%-Police Dept
City Council
City Manager
City Clerk
Legal Services
Human Resources
Building Regulations
Finance
Information Technology
Municipal Court
Public Works
Police
Fire
Cemetery (Parks)
Emergency Management
Neighborhood Improvement
Transfers Out

GENERAL FUND EXPENDITURES
BY CATEGORY

GENERAL FUND EXPENDITURES BY CATEGORY

CATEGORY	FY 2019 ACTUAL	FY 2020 ESTIMATED	FY 2021 BUDGET	PROPOSED CHANGE AMOUNT	%
Personnel Services	$ 18,138,544	$ 16,496,291	$17,261,978	$ 765,687	4.6%
Operational Supplies	$ 4,021,445	$ 3,911,058	$ 4,001,472	$ 90,414	2.3%
Other Purchases/Services	$ 1,047,198	$ 1,310,652	$ 1,168,098	$ (142,554)	-10.9%
Capital Outlay	$ 945,342	$ 2,502,935	$ 1,068,460	$ (1,434,475)	-57.3%
Transfers Out	$ 7,937,841	$ 5,809,605	$ 5,611,126	$ (198,479)	-3.4%
Total GF Expenditures	$ 32,090,370	$ 30,030,541	$29,111,134	$ (919,407)	-3.1%

GENERAL FUND
TOTAL EXPENDITURES
FY 2021 Budget

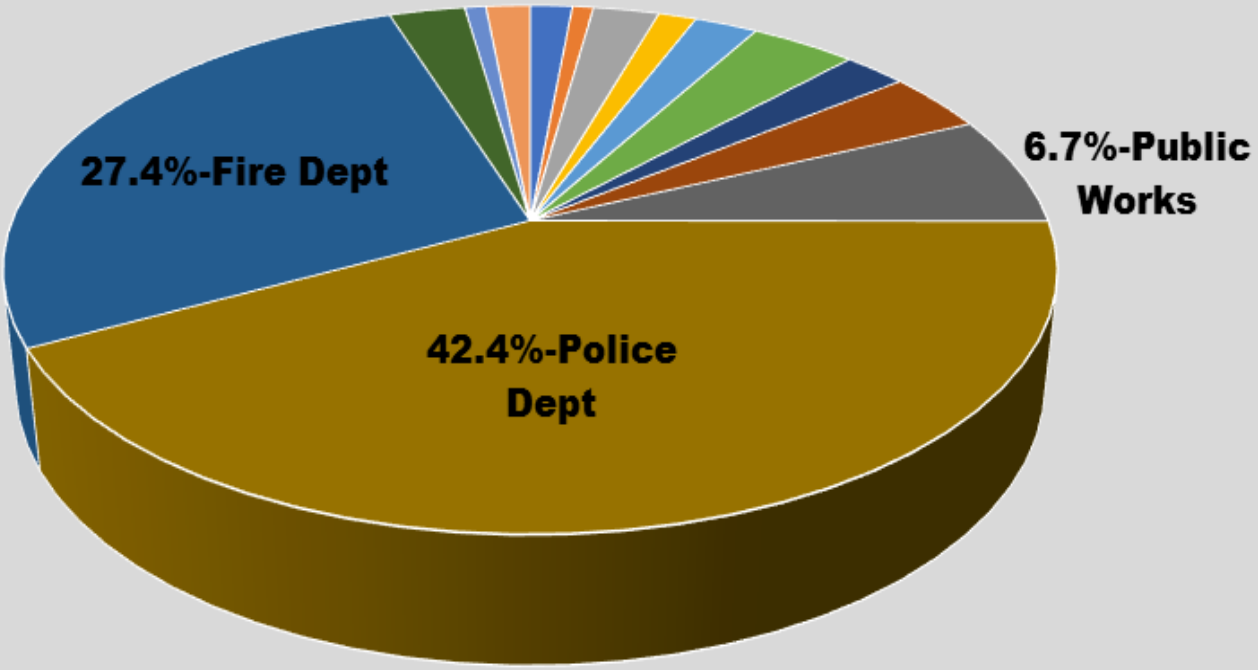


GENERAL FUND
SUMMARY OF POSITIONS BY DEPARTMENT

FY 2021 GENERAL FUND POSITIONS BY DEPARTMENT

DEPARTMENT	FY 2019 ACTUAL	FY 2020 ACTUAL	FY 2021 PROPOSED	PROPOSED CHANGE	% OF TOTAL
City Manager	3.00	4.00	4.00	-	1.5%
City Clerk	2.00	2.00	2.00	-	0.8%
Legal Services	6.40	6.25	6.25	-	2.4%
Human Resources	3.60	3.60	3.60	-	1.4%
Building Regulations	6.00	6.00	6.00	-	2.3%
Finance	10.00	10.00	10.00	-	3.9%
Information Technology	6.00	6.00	6.00	-	2.3%
Municipal Court	9.50	9.50	9.60	0.10	3.7%
Public Works	17.40	17.40	17.40	-	6.7%
Police	109.80	109.80	109.80	-	42.4%
Fire	71.00	71.00	71.00	-	27.4%
Cemeteries	7.20	7.20	7.20	-	2.8%
Emergency Management	2.00	2.00	2.00	-	0.8%
Neighborhood Improvement	4.20	4.20	4.20	-	1.6%
Total GF Positions	258.10	258.95	259.05	0.10	100.0%

FY 2021 General Fund Positions by Department

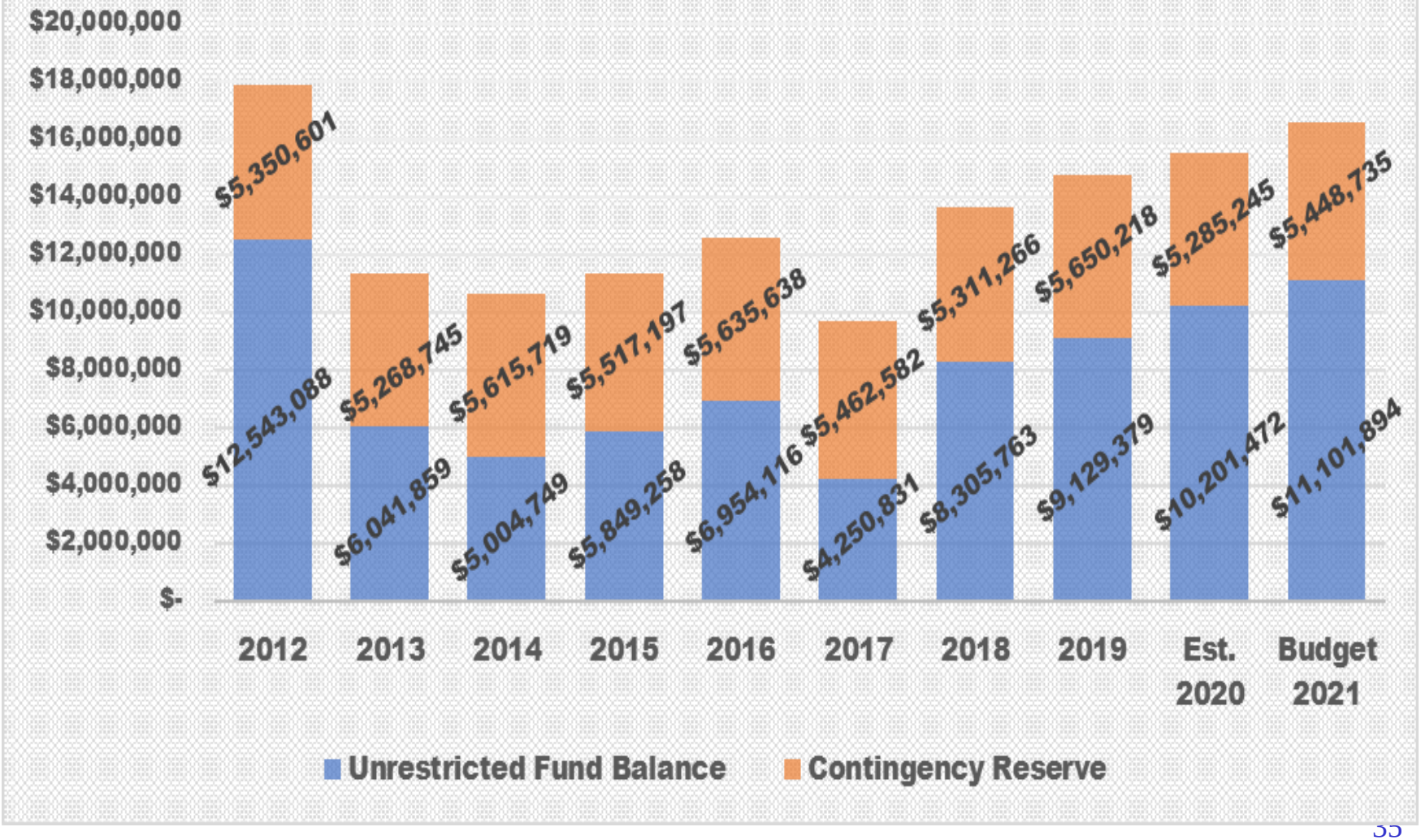


GENERAL FUND
FUND BALANCE

GENERAL FUND 10-YEAR HISTORY OF FUND BALANCE

FISCAL YEAR	UNRESTRICED AMOUNT	CONTINGENCY AMOUNT	TOTAL FUND BALANCE
2012	$ 12,543,088	$ 5,350,601	$ 17,893,689
2013	$ 6,041,859	$ 5,268,745	$ 11,310,604
2014	$ 5,004,749	$ 5,615,719	$ 10,620,468
2015	$ 5,849,258	$ 5,517,197	$ 11,366,455
2016	$ 6,954,116	$ 5,635,638	$ 12,589,754
2017	$ 4,250,831	$ 5,462,582	$ 9,713,413
2018	$ 8,305,763	$ 5,311,266	$ 13,617,029
2019	$ 9,129,379	$ 5,650,218	$ 14,779,597
Est. 2020	$ 10,201,472	$ 5,285,245	$ 15,486,717
Budget 2021	$ 11,101,894	$ 5,448,735	$ 16,550,629

GENERAL FUND 10-YEAR FUND BALANCE HISTORY



KEY INITIATIVES
GENERAL FUND

- Continuation of Transition to required State Court Software System
- Implement Revised Employee Evaluations
- Continuation of migration to Online Business License and Online Building Permit options
- Begin Process towards APWA Accreditation
- Establish a Field Training Program for the Jail and Dispatch
- Develop a 5-year Fire Dept. Strategic Plan
- Begin Discussion of Reimplementation of Neighborhood Revitalization Program
- Council Workshop
- Downtown Alliance Neighborhood Revitalization Program
- 1/4-Cent Parks/Stormwater Sales Tax Renewal
- Continuation of Implementation of Building Permit System resulting in Online Building Permit option
- Continuation of migration to Mobile Software for inspectors and neighborhood enforcement officers
- Continuation of migration to Voice Over Internet Phones (VOIP)
- Begin Phase 1 of 4 to Replace all Public Safety Portable and Mobile Radios to improve interoperability with other partner agencies

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- General Fund: $ 482,900
  - Construct Sally Port – Police Station – Phase 2 of 2 - $100,000
  - Replacement Squad Vehicle & Equipment (7) - $382,900
- Public Safety Sales Tax Fund: $ 328,200
  - Replacement Squad Vehicle & Equipment (6) - $328,200
- Solid Waste Management Fund: $ 150,000
  - Replacement Leaf Pickup Machine (2) - $150,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Parks & Stormwater Sales Tax – Stormwater Projects: $ 3,582,499
  - Minor System Improvements – 10th & Main (Construction) - $220,000
  - Minor System Improvements – 10th & Chestnut (Construction) - $388,000
  - Minor System Improvements (Construction) - $300,000
  - Culvert Improvements – Lone Elm & Murphy Blvd. (Construction) - $465,000
  - Ditch & Culvert Improvements, Connecticut between 32nd & 35th (Construction) - $636,001
  - Ditch & Culvert Improvements, Connecticut between 35th & 37th (Construction) - $504,498
  - Channel Improvements, Canterbury Ditch 3rd to 7th (Construction) - $850,000
  - Ditch Improvements, 2nd & Oliver/McCoy (Construction) - $119,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Parks & Stormwater Sales Tax – Parks Projects: $ 416,100
  - Trail Amenities (Trail Markers) - $5,100
  - Trail Amenities (ATV & Attachments) - $21,000
  - Ewert Park Improvements (Trees/Landscaping) - $2,000
  - McClelland to Town Green via Tin Cup Trail (ROW) - $25,000
  - McClelland to Town Green via Tin Cup Trail (Design & Construction) - $350,000
  - Garvin Park Improvements (Trees/Landscaping) - $2,000
  - Leonard Park Improvements (Trees/Landscaping) - $2,000
  - McClelland Park Improvements (Trees/Landscaping) - $2,000
  - McClelland Park Improvements (Disc Golf) - $5,000
  - Humphrey Park Improvements (Trees/Landscaping) - $2,000

EXPENDITURE HIGHLIGHTS –ALL FUNDS

- Transportation Sales Tax Fund: $ 1,510,875
  - Replacement Pot Hole Patch Truck (Chassis & Body) - $205,875
  - Street Maintenance - $150,000
  - Street Projects (Overlay) - $1,000,000
  - Replacement 22’ MAPS Vehicle - $65,000
  - Replacement Trolley Vehicle - $90,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund: $ 18,955,000
  - 32nd Street – Schifferdecker to Country Club Road (ROW) - $500,000
  - 32nd Street – County Club to Central City Road (ROW) - $500,000
  - Intersection Improvements – 32nd & Davis Realignment (ROW) - $100,000
  - Connecticut – 32nd to 44th (ROW) - $150,000
  - Zora – Rangeline to MO 249 (ROW) - $445,000
  - Neighborhood Transportation Improvements (Sidewalk Construction) - $150,000
  - 32nd Street – Schifferdecker to Country Club Road (Construction) - $3,267,500
  - 32nd Street – Country Club to Central City Road (Construction) - $3,267,500
  - Street Surface Repair (Construction) - $650,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund (concluded):
  - Connecticut – 32nd to 44th (Construction) - $3,500,000
  - 44th Street – Rangeline to Connecticut (Construction) - $500,000
  - Zora – Rangeline to MO 249 (Construction) - $4,900,000
  - 6th Street & Virginia Parking Garage Modifications (Design) - $400,000
  - Existing Traffic Signal Upgrades – 4th & Murphy Signal Project - $500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Infrastructure Fund: $ 2,077,360
  - Senior Center – CDBG-DR (Construction) - $125,000
  - 15th Street Extension (ROW) - $95,000
  - Infrastructure #1 & #2 – Sidewalk Projects – CDBG-DR - $25,000
  - 15th Street Extension (Construction) - $1,400,000
  - Infrastructure #1 & #2 – Street Projects – CDBG-DR - $50,000
  - 4th & School – Stormwater Project – CDBG Entitlement - $332,360
  - Infrastructure #1 & #2 – Stormwater Projects – CDBG-DR - $25,000
- Airport Fund: $ 14,000,000
  - Reconstruction of Runway 18/36 - $14,000,000
- Golf Course Fund: $ 165,000
  - Replacement Greens Mower (3) - $165,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund: $ 10,106,073
  - Drying Bed Cover (2) Shoal Creek - $900,000
  - Replacement Generator – Turkey Creek - $140,000
  - Replacement Rodder Truck with Vactor-Jetter Combo - $450,000
  - 7th Street East Annexation Sanitary Sewer Extension - $400,000
  - I & I Rehabilitation - $1,750,000
  - Country Club Lift Station Elimination (Construction) - $1,000,000
  - Crane Road & Arbor Hills Lift Station Elimination (Construction) - $1,300,000
  - Joplin Creek Lone Elm Interceptor (Construction) - $1,700,000
  - Lone Elm to Turkey Creek 60” Line (Design & Rehabilitation) - $1,300,000
  - Disinfection Facility – Turkey Creek (Construction) - $700,000
  - I-44 Interceptor – Phase 1 (Design) - $500,000
  - Golf Links Force Main Realignment (Design) - $175,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund (concluded):
  - Glendale Interceptor – Phase 2 (Design) - $250,000
  - Glendale Interceptor Replacement – Phase 1 (Construction) - $1,630,000
  - Malang & 20th Street Force Main to Shoal Creek (Design) - $500,000

- Central Garage Fund: $ 300,000
  - Replacement Diesel Fuel Island - $300,000

- Emergency Communications Fund: $ 379,720
  - Replace Portable Radios (44) – $189,200
  - Replace Mobile Radios (44) - $190,520

  (Replacing all Radios – Phase 1 of 4)

FY 2021 PROPOSED BUDGET

NEXT STEPS

- Hold Public Hearing and Adopt Ordinance to set Property Tax Rates on August 24, 2020
- City Council Work Session to present Custom Market Study results on September 14, 2020
- City Council Budget Work Sessions to cover Budget Overview and Issues & Options on September 22-24, 2020
- Fiscal Year 2021 Budget Adoption on October 19, 2020

JOPLIN CITY COUNCIL MEETING MINUTES
August 3, 2020

CALL TO ORDER
The August 3, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Pro Tem Keenan Cortez.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL
Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards. Absent: Mayor Ryan Stanley. Motion by Mr. Monteleone, second by Mr. Lawson to excuse Mr. Stanley. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Kenneth Meisinger, One Joplin Neighborhood Council, 705 Illinois Ave., spoke on Safe and Healthy Neighborhoods.

Brian Evans, 4308 W. 28th Place, Joplin, spoke on the negative effect of the mask ordinance on local small businesses.

Stephen Evans, 3303 S. Moffet Ave. Joplin, spoke in opposition to the mask mandate.

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

Public Hearing for Council Bill No. 2020-268.

City Clerk Gollhofer reported there was a protest result of 13.0840% on this item.

Mayor Pro Tem Cortez opened the public hearing.

Jason Fellers, Weir, KS, appeared in favor of this item and stated he is the contractor for this item.

No one appeared in opposition to this item.

The public hearing was closed.

COUNCIL BILL NO. 2020-268

Mr. Stinnett introduced Council Bill No. 2020-268 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 902 W. 26th St., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Monteleone to pass Council Bill No. 2020-268 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-268**

Public Hearing for Council Bill No. 2020-269.

Mayor Pro Tem Cortez opened the public hearing.

Joe Moore, Diamond, MO, owner of the property, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

COUNCIL BILL NO. 2020-269

Mr. Lawson introduced Council Bill No. 2020-269 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 2701 S. Virginia Avenue, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Shaw to pass Council Bill No. 2020-269 on First Reading and advance to Second and Third Reading, Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-269**

CONSENT AGENDA

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

Minutes of the July 20, 2020 City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-147

Mr. Shaw introduced Council Bill No. 2020-147 - an ordinance approving an agreement and work authorization with Olsson in the not to exceed amount of Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One and 00/100 Dollars ($323,961.00) for professional engineering consulting services for the update of the City of Joplin's Storm Water Masterplan; 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. Shaw, second by Mr. Monteleone that Council

Bill No. 2020-147 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-110**

COUNCIL BILL NO. 2020-404

Dr. Reid Adams introduced Council Bill No. 2020-404 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2016, 2017, and 2018 HOME funds in the total amount not to exceed $459,900.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2020-404 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-111**

COUNCIL BILL NO.2020-507

Mr. Lawson introduced Council Bill No. 2020-507 - an ordinance approving a Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Monteleone that Council Bill No. 2020-507 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-112**

COUNCIL BILL NO. 2020-518

Mr. Shaw introduced Council Bill No. 2020-518 - an ordinance approving a Petition to Establish the 32nd Street Place Community Improvement District and creating the 32nd Street Place Community Improvement District; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-518 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-113**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-005

Mr. Stinnett introduced Council Bill No. 2020-005 -an ordinance re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Motion by Mr. Stinnett, second by Mr. Copple to pass Council Bill No. 2020-005 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-005.**

COUNCIL BILL NO. 2020-141

Mr. Shaw introduced Council Bill No. 2020-141 - an ordinance approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related

to the 4th and School Stormwater Project (TS0612); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Monteleone to pass Council Bill No. 2020-141 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-141.**

COUNCIL BILL NO. 2020-149

Mr. Lawson introduced Council Bill No. 2020-149 - an ordinance amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination. Motion by Mr. Lawson, second by Mr. Copple to pass Council Bill No. 2020-149 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-149**.

COUNCIL BILL NO. 2020-151

Mr. Shaw introduced Council Bill No. 2020-151 - an ordinance approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Monteleone to pass Council Bill No. 2020-151 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2020-151**.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional request to address Council

Rodney D. Noran, 2301 S. Florida Ave, Joplin, spoke in opposition of the mask mandate.

The public hearing date for the FY2021 Proposed Budget was set for August 17, 2020.

The public hearing date for the 2020-2021 property tax rate was set for August 24, 2020

Health Dept. Update/Discussion of Covid-19 Recovery Plan

Health Director Dan Pekarek presented the following health update:

- As of August 1, there are 391 confirmed COVID-19 cases, 31 active, 345 inactive, 21 deaths, 103 quarantined, total of 27 COVID patients hospitalized (2 Joplin residents)
- On a positive note, the active number of cases are decreasing as well as the hospitalization number decreasing.
- the age range of the most cases in Joplin is between 20-39 years

- 7-day average number has decreased from 8 cases per day, to just under 5. Positivity rate is still a little higher.
- Last week the National Guard tested 535 individuals, 25 from Jasper County tested positive out of 406; 9 out of 90 from Newton County were positive.
- The number of hospitalizations has been added to the dashboard information.
- The Health Dept. has been working with the schools with the reopening plan for the fall.
- A reminder as we go into the fall season-please get your flu shot
- Continue to wash hands frequently, practice social distancing, wear a mask when going out in public and please stay home if you are sick.

After the health update, Mr. Lawson made a motion to move to Step 3 of Phase 2 of the Recovery Plan. There was no second to the motion.

Mr. Shaw made a motion to move to Step 3 of Phase 2 of the Recovery Plan and remove the social distancing requirement. Mr. Lawson seconded the motion. Voting in favor were Council Members: Shaw, Lawson, 2. Nays: Copple, Cortez, Monteleone, Reid Adams, Stinnett, and Williams, 6. Absent: Stanley, 1.

News from Public Information Officer Lynn Onstot

Citizens should note that 7th street will close on August 24th will have a hard closure of 7th street between Illinois and just west of Michigan for 14 days. Detours will direct Eastbound truck traffic on 7th street to 32nd street via Maiden Lane. Westbound truck traffic on 7th street will be detoured to 32nd street via Range line. This closure will allow for crews to connect the stormwater improvements north and south of 7th Street that have been recently completed to reduce flooding possibilities of roadways and properties after rain events. The City is working with Missouri Department of Transportation on this closure and appreciate everyone's patience during this time.

The City has two projects underway that we will soon be asking residents to provide their input. We're starting the Study on Ewert Pool and surrounding area and want to know what type of amenities citizens may like in this area. Do you want it to remain as a pool or are there other recreational ideas you might have? We will have a survey for people to answer these questions as well as others, along with several Public Meetings for people to attend and learn more about the current status of the pool and possible other options. Please watch for announcements about ways you can participate.

The second project we're working on is Memorial Hall. This city facility has served the community in numerous ways throughout the years and we are now seeking more information about what citizens see for this building and area. Again, this is an opportunity to share your thoughts at public meetings and through the survey that will launch later this month. We'll have more details on both projects as we begin the public input process, We ask citizens to please watch for announcements on ways they can participate.

Masks are still available to Joplin residents. They are being offered via self-serve, and residents can pick up a mask for themselves as well as other family members or neighbors who may need one but have not received one yet. Masks will be available through Friday, August 7 or until supply is gone, at these locations:

- Joplin City Hall Main Lobby, 602 South Main Street
- Joplin Police Department, 303 East 3rd Street, south entrance
- Fire Station #2 at 2825 W Junge Boulevard
- Fire Station #4 at 3402 S. Main Street
- Fire Station #6 at 5302 W. 32nd Street

Tomorrow (August 4) is the primary election in Missouri. Don't forget to get out and vote.

For more information about these announcements, or other City news, please visit our website at joplinmo.org.

Mr. Copple asked for an update on the salary comparison study. City Manager Edwards stated there is a meeting planned in the next few weeks with the consultant to hear the results of the summary. After that meeting, Mr. Edwards will report the results to the city council.

Mr. Monteleone asked if the city manager can look further into available funding that the city can use to help support the One Joplin Neighborhood Council and to follow up with the city council in 60-90 days with a findings report. Mr. Edwards replied that this topic is a priority to him, and he would like to organize a focus group to delve into the issue closer. It's his intention to discuss the issue further with the city council at a future work session.

There being no further business, the meeting adjourned at 8:31 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 3, 2020

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Barbara J. Gollhofer, City Clerk; Nick Edwards, City Manager.

SUMMARY:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2020.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2020-005

PCE:ab

COUNCIL BILL NO. 2020-005 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2019), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2019), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2019); and

WHEREAS, on the 19th day of August, 2019, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2020.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other

state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income

of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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

_____
Ryan D. Stanley, 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 2020-141 – approving a Pedestrian Crossing License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

MEETING DATE
July 20, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Agreement, Council Bill 2020-141 Ordinance

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 approves the execution of a pedestrian crossing license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater project (TS0612).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for culvert and ditch improvements at 4th and School. The existing ditch and culverts running between the existing railroad tracks and the Empire Market property do not have sufficient capacity and cause flooding in the adjacent Empire Market building. The ditch empties into 2-24" RCP culverts where it crosses under 4th street and into a 42" RCP which has a less than 5-year design capacity. The 4th and School stormwater project includes ditch and culvert improvements to increase the system capacity and accommodate the 100-year event. The improvements include installation of a precast 5' x 6' reinforced concrete box culvert crossing underneath MNA railroad at 5th street as well as storm sewer improvements in parallel with the railroad right-of-way. Also included in the project are improvements to the existing sidewalks on 3rd and 4th street which cross the MNA railroad. This agreement allows for the installation of the sidewalk improvements portion of the project.

RECOMMENDATION
Staff recommends adoption of this Council Bill No. 2020-141, a pedestrian crossing license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin on first reading.

PEDESTRIAN CROSSING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the ____ day of _____, 2020, is between **MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.** with an office at13901 Sutton Park Drive, S., Suite 270, Jacksonville, Florida 32224, a Delaware corporation, hereinafter called "RAILROAD" and **CITY OF JOPLIN**, **MISSOURI**, a political subdivision of the State of Missouri with an address of 602 South Main Street, Joplin, MO 64801, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the CITY desires to construct, use, maintain, repair, renew at-grade public pedestrian crossings across and over the tracks and property of RAILROAD, at or near the RAILROAD'S Milepost 332.0 (4th and 3rd Streets), at Webb City Tamko Industrial Subdivision, Joplin, Jasper County, MO, more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE"; and

WHEREAS, with the consent of the owner of the right-of-way, RAILROAD is agreeable to permitting the CITY to construct, use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. RAILROAD hereby permits the CITY to construct use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

2. The CROSSING SITE includes but is not limited to any existing railroad crossing warning signs, crossing surfaces, track structures and automatic crossing warning devices which are, or might be, located within or adjacent to the locations described in Exhibit A, provided that, the construction of the CROSSING SITE shall be done by RAILROAD as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the CITY granted herein, RAILROAD reserves the right to perform all work required on the railroad right-of-way including construction, drainage, lighting and vegetation management. CITY shall pay the RAILROAD the entire cost and expense of labor, materials and equipment furnished by RAILROAD in performing any such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade pedestrian crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILROAD. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the railroad right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE, clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILROAD or lien upon the railroad property.

4. This Agreement shall automatically renew to continue in effect thereafter from year to year, subject to termination by the RAILROAD or CITY upon sixty (60) days prior written notice.

5. CITY shall pay an annual license fee in advance to RAILROAD of Zero U.S. Dollars ($0.00), for use of the CROSSING SITE.

6. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILROAD, this Agreement shall be terminated with full legal rights and remedies retained by the RAILROAD, including but not limited to the right to reenter, repossess, and remove the CROSSING SITE if it shall elect to do so.

7. The CITY shall obtain any necessary permits for the installation, construction, erection, repair, and maintenance of any of the RAILROAD-owned or maintained facilities described in this Agreement.

8. Unless otherwise specified, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to the track structure, railroad and highway devices, and grade crossing surfaces, will be performed by the RAILROAD at the sole cost of the CITY. In the event that RAILROAD engages one or more contractors to perform said work, then RAILROAD shall manage such contractor(s) and the CITY shall pay such contractor(s) directly.

9. After the installation of the CROSSING SITE, the replacement costs of the new structure shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the sidewalk inside the railroad right-of-way, plus any paving which may be located between the ends of the ties. If such work is required due to replacement of the structure of the CROSSING SITE, the CITY shall perform such work in accordance with the time and operational requirements of RAILROAD. The CITY will give prior notice to RAILROAD of all work to be performed by it at or near the CROSSING SITE and no such work shall be performed by CITY without the prior approval of RAILROAD. All work performed by the CITY shall be conducted at such times and in such manner as to not interfere or impeded the operations of RAILROAD. The RAILROAD shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this Agreement, at the sole expense of the CITY.

10. The CITY agrees, acknowledges and understands that the RAILROAD reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the WARNING DEVICES or other railroad signalization equipment or new track structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILROAD, or requested by the CITY.

11. The CITY agrees that it will install, maintain, and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILROAD and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILROAD, depending upon the location of such drainage facilities and type, size, depth, and other specifications of the proposed facilities, as submitted to the RAILROAD.

12. Lighting facilities adequate to comply with the requirements of the laws of the State of Missouri covering illumination of pedestrian crossings shall be installed, maintained, and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

13. Facilities at or near the CROSSING SITE that are not specifically covered by this Agreement, including but not limited to pedestrian walkways, may not be constructed by CITY at or near the CROSSING SITE without the prior written approval of RAILROAD, which approval is in RAILROAD'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of CITY.

14. If at any time RAILROAD, at CITY'S request, performs work required to be performed by CITY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of CITY.

15. The CITY further covenants to pay the RAILROAD, within thirty (30) days after presentation of the same, all bills submitted by RAILROAD including maintenance and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by RAILROAD.

16. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILROAD'S supervision and direction, at CITY'S entire cost and expense, said sidewalk and all non-RAILROAD-owned improvements placed upon the RAILROAD'S right-of-way and restore the ground to its original condition.

17. The CITY shall indemnify, defend and hold harmless RAILROAD for assessments or other charges of any kind whatsoever against the RAILROAD at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

18. The CITY shall not in any way, or at any time, interfere with or obstruct RAILROAD'S right-of-way, the movement of RAILROAD'S trains and other railroad operations, or interfere with the RAILROAD'S use thereof, or the use thereof by RAILROAD'S assigns, invitees, lessees or licensees.

19. TO THE EXTENT ALLOWED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD ITS AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL SUITS, CLAIMS, LIABILITY, LOSSES, DAMAGES, EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY OR ASSERTED AGAINST RAILROAD WHETHER FOR PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY OF ANY PERSON OR PERSONS WHOMSOEVER, RELATING TO, RESULTING FROM OR ARISING OUT OF THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPLACEMENT OF THE CROSSING SITE BY RAILROAD, THE PERFORMANCE OF WORK BY RAILROAD REQUIRED TO BE PERFORMED BY CITY HEREUNDER, OR THE EXISTENCE OR USE OF THE CROSSING SITE OR CITY FACILITIES, INCLUDING BUT NOT LIMITED TO PEDESTRIAN WALKWAYS, AT OR NEAR THE CROSSING SITE AND **REGARDLESS OF WHETHER SUCH INJURY OR DAMAGE IS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF RAILROAD.** NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE NO

INDEMNIFICATION OBLIGATION FOR THE GROSS NEGLIGENCE OR INTENTIONAL, WRONGFUL ACTS OF RAILROAD.

The CITY will include in any contract which it may let for the whole or part of any work to be performed hereunder by or for the CITY that each of its contractors shall apply for and enter into a CONTRACTOR'S RIGHT OF ENTRY AGREEMENT with RAILROAD, such agreement to be provided by RAILROAD.

CITY agrees to comply with the **INSURANCE REQUIREMENTS,** attached hereto as Exhibit B and made a part hereof, and shall provide the required Certificate of Insurance to RAILROAD simultaneous to the execution of this Agreement.

21. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILROAD to furnish any necessary construction watchmen for the protection of RAILROAD'S employees, property, and train operations. RAILROAD shall be notified at least two (2) weeks in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILROAD should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILROAD shall have the right to place such construction watchmen, or other persons. All watchmen fees have been waived for the CITY in exchange for CITY covering all costs of installation and maintenance of the CROSSING SITE as described in Exhibit C and made a part hereof. The furnishing or failure to furnish construction watchmen, or other persons by the RAILROAD under this paragraph, however, shall not release CITY from any and all other liabilities assumed by CITY under the terms of this Agreement. The CITY shall enter into a Contractor's Right of Entry Agreement and Safety Rules Agreement when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. The CITY further agrees that at all times its personnel or agents are on the property of the RAILROAD, they will be accompanied by a RAILROAD representative and any cost involved will be borne by the CITY. All persons entering the Property pursuant to the permission granted herein shall comply and perform the Work in accordance with Genesee & Wyoming Inc.'s Code of Ethics and Conduct and all publicly available policies referenced therein, including but not limited to the Contractor Safety Rules (collectively, the "Policies") which can be located at:

https://gwrr.com/about_us/code-of-ethics

and

https://www.gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=Contractor%20Safety%20Rules

22. Installation, maintenance, and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

23. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

24. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. This Agreement will be governed by the laws of the State of Missouri. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

26. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILROAD and CITY with respect to the matters contained herein.

27. In the event funds are not appropriated and budgeted in any fiscal year for any financial obligation under this Agreement, CITY shall notify RAILROAD of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to CITY of any kind whatsoever.

IN WITNESS WHEREOF, the RAILROAD and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Witness:

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

_____

By: _____

Title: _____

Date: _____

Witness:

CITY of JOPLIN, **MISOURI,** a political subdivision of the State of Missouri

_____

By: _____

Title: _____

Date: _____

EXHIBIT A

May 27, 2020



CITY OF JOPLIN, MISSOURI
PEDESTRIAN CROSSING AGREEMENT
3rd Street Existing Crossing Lat/Long 37.0881407,-94.5026099
3rd Street Proposed Crossing Lat/Long 37.0881328,-94.5026103
4th Street Existing Crossing Lat/Long 37.0875424,-94.5026828
4th Street Proposed Crossing Lat/Long 37.0875654,-94.5026770
Webb City Tamko Industrial Subdivision MP 332.0

NOT TO SCALE

EXHIBIT B
INSURANCE REQUIREMENTS

(a) The CITY ("Licensee") shall, at its own cost and expense, prior to entry onto RAILROAD ("Licensor")'s Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall **name the Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by** the **Licensor** and **its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal, or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:**MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC**.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security, therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit B and sign a separate right of entry agreement, as required by the Agreement.

EXHIBIT C

Scope of Work; Joplin, MO, 4th & School Storm Drainage Improvements - Phase II

The following is a brief summary of the scope of work as it relates to coordination between the City of Joplin and the Missouri Northern Arkansas Railroad Company, Inc. on the above referenced project.:

A. 5th St. Box Culvert Crossing

1. City of Joplin shall:
    a. Arrange and pay for a contractor to install the precast 5' x 6' reinforced concrete Cooper E-80 rated box culvert in an open trench;
    b. Including excavation, box culvert, bedding, structural backfill, pavement replacement, ballast replacement on either side of rails (not in between), topsoil replacement, seed, and mulch;
    c. Pay and arrange for materials testing for structural backfill;
    d. Coordinate with the MNA Railroad and complete the installation of the box culvert within 60 hours over a weekend while the tracks are not in service.

2. MNA Railroad shall:
    a. Arrange and pay for the removal and replacement of a designated section of track (rails and ties) with MNA forces to allow for the installation of the box culvert, including materials;
    b. Arrange and pay for the removal and replacement of cross bucks or any required signal equipment, including materials;
    c. Waive flagging fees to the City of Joplin associated with the encroachment;
    d. Waive crossing fees to the City of Joplin associated with the crossing;
    e. Coordinate with the City of Joplin and complete the installation within 60 hours over a weekend while the tracks are not in service.

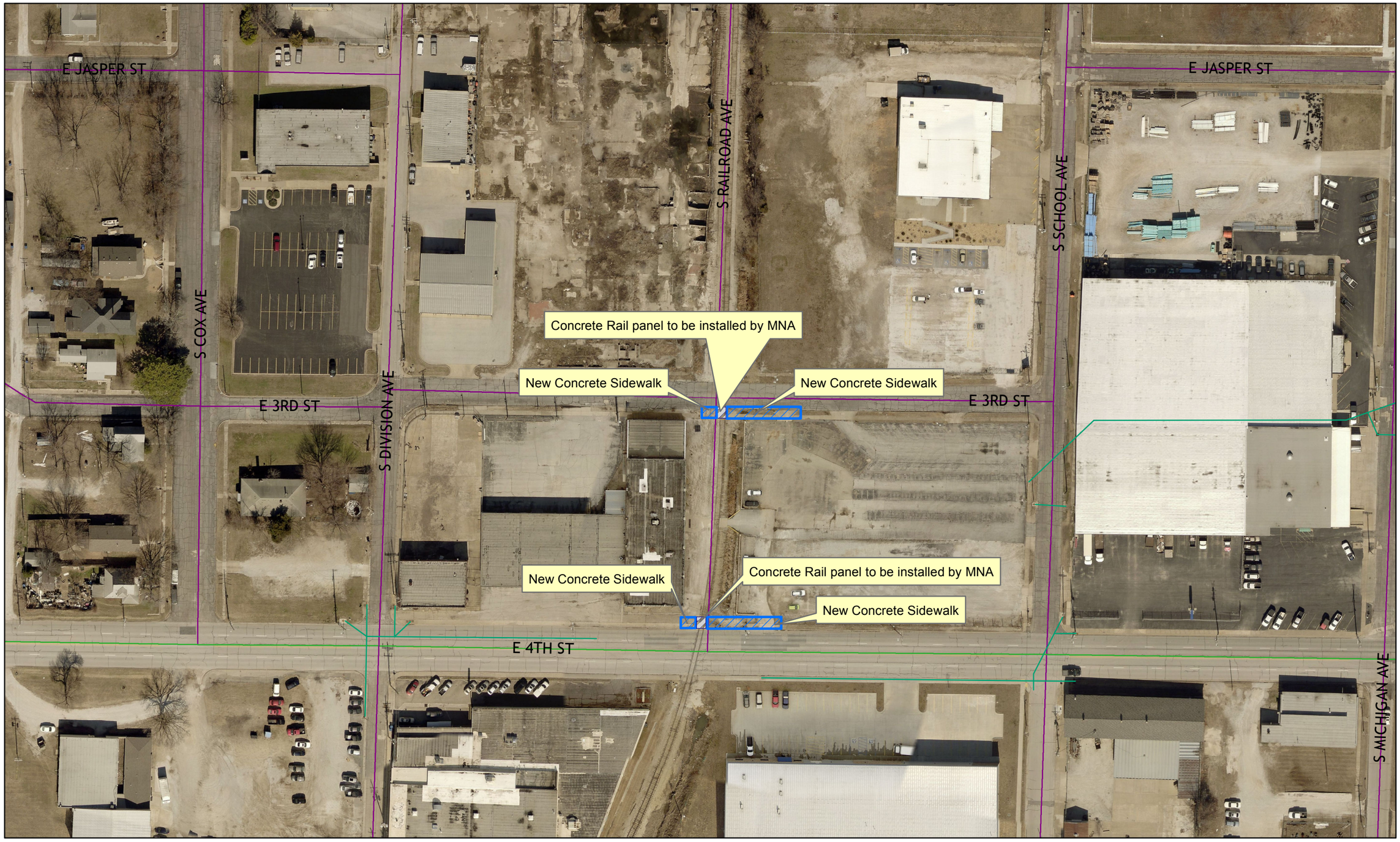
B. Parallelism, 5th St. to Vacated Jasper

1. City of Joplin shall:
    a. Arrange and pay for a contractor to construct storm sewer improvements including, earthwork, installation of box culverts, paved ditch, and appurtenances associated with the ditch improvements;
    b. Replace any ballast that is removed by the City's contractor during the construction of improvements;
    c. Only work during the times designated by MNA Railroad for all work within 25 feet of the near rail;

d. Coordinate with MNA Railroad for the removal and replacement of signal equipment.

2. MNA Railroad shall:
   a. Arrange and pay for the removal and replacement of signal equipment at 3rd St. as noted on the plans with MNA forces to allow for the installation of storm sewer improvements, including any underground fiber or electric;
   b. Provide any specialty temporary traffic control that may be required by MNA;
   c. Waive flagging fees to the City of Joplin associated with the encroachment and shut down the railroad during designated times when not in use (It was understood that the rail is only used twice a day, Monday-Friday at approximately 10:00 am and 10:00pm for deliveries to TAMKO);
   d. Allow for pedestrian crossings at 4th St. and 3rd St.
   e. Coordinate with the City of Joplin for the construction storm sewer improvements.

4th and School Pedestrian Crossing Agreement Sidewalk Improvements



N
W E
S

COUNCIL BILL NO. 2020-141 ORDINANCE NO

AN ORDINANCE approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater Project (TS0612); 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 pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, 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.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-149 – Approval for the amending of the City of Joplin's Illicit Discharge Detection and Elimination Ordinance.

MEETING DATE
August 3, 2020

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
Council Bill 2020-149, IDDE Ordinance

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 approves the amendment to the Joplin City Code of Ordinances by amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination (IDDE), which includes regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this amendment to the ordinance shall become effective.

BACKGROUND
The U.S Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) storm water permitting program labels municipal separate storm sewer systems (MS4s) as either "small", "medium" or "large" for the purposes of regulation. The City of Joplin, as a regulated small MS4 operator, is required to submit a permit application and obtain coverage under a NPDES storm water permit. Under the permit, the City is required to develop and implement a storm water management program that includes six minimum control measures (MCMs), evaluation /assessment and reporting efforts, and recordkeeping. Furthermore, the permit requires the City to submit best management practices to the Missouri Department of Natural Resources (MDNR) under the direction of the EPA, identify sources of pollution and contamination, and create and enforce programs and ordinances to eliminate or reduce pollutant discharges into stormwater conveyance systems. As a regulated small MS4 operator, the City of Joplin is federally mandated to develop and maintain an ordinance, or other regulatory mechanism, prohibiting (to the extent allowable under State or local law) non-stormwater discharges into the MS4 and develop appropriate enforcement procedures and actions.

Last year, the City of Joplin successfully completed the renewal process for their current MS4 permit. As part of this renewal process, the City was federally mandated to submit a stormwater management plan which included the 6 Minimum Control Measures (MCMs). These 6 MCMs consist of (1) Public education and outreach of stormwater impact, (2) Public involvement and participation, (3) Illicit Discharge Detection and Elimination, (4) Construction site stormwater runoff and control, (5) Post construction stormwater management in New-development and Re-development, and lastly (6) Pollution prevention/Good housekeeping for municipal operations.

City staff worked with the MDNR to develop the 6 MCMs which collectively comprise the City's stormwater management plan.

The Illicit Discharge Detection & Elimination ordinance found in Chapter 118 Article 2 Division 9 of the City's code of ordinance was enacted last year in order to comply with the federal requirements associated with the City's MS4 permit, specifically the third MCM of the City's Stormwater Management Plan. MCM #3, Illicit Discharge Detection and Elimination, explicitly prohibits non-stormwater discharges into the MS4. With the ordinance having been in effect for a year, MDNR periodically provides comments to the City in order to update the ordinance to reflect current requirements or clarify language in the existing ordinance. This amendment to the ordinance addresses the latest comments provided to the City by MDNR regarding its Illicit Discharge ordinance. In general, the update consists of clarification of existing language in the ordinance and the addition of definitions for terms used within the ordinance.

RECOMMENDATION

Staff recommends approval of Council Bill 2020-149, amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination, of the City of Joplin's Code of Ordinances which includes regulations pertaining to the prohibition of Illicit Discharge and setting a date as to when this amendment to the ordinance shall become effective on first reading.

Division 9. – Illicit Discharge Detection and Elimination (IDDE)

Section 118-301. General Provisions

a) Findings of Fact.

It is hereby determined that:

1) Federal regulations define an illicit discharge as "...any discharge to an MS4 that is not composed entirely of stormwater..." with some exceptions.
2) Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-stormwater wastes.
3) Illicit discharges result in untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria to receiving waterbodies.

b) Purpose

The purpose and intent of this Ordinance is to ensure the health, safety and general welfare of citizens of the City of Joplin through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable BMPs and found them to be effective for the Joplin region and in accordance with current city codes, as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit. The objectives of this Ordinance are:

1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges from any user,
2) To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system, and
3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Ordinance
4) Enforcement – See Section 16

c) Authority.

The City of Joplin, a Missouri Municipal Corporation.

d) Applicability

This Ordinance shall apply to all pollutants or waters containing pollutants entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Joplin.

Section 118-302. Definitions

a) *Authorized Enforcement Agency*: Employees or designees of the City of Joplin designated to enforce this Ordinance.

b) *Best Management Practices (BMPs):* Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance

systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

c) *Clean Water Act*. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

d) *Construction Activity*. Activities subject to NPDES Construction Permits, which generally include construction projects resulting in land disturbance of 1 acre or more, or less if part of a larger common project. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

e) *Facility*. Means any public or private building or area that is used for a particular activity or purpose, with said activity or purpose having the potential to discharge, both NPDES permitted and non-permitted, into the MS4.

f) *Hazardous Materials*. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

g) *Illegal Discharge*. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 7 of this Ordinance.

h) *Illicit Connections*. An illicit connection is defined as any of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system; and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

i) *Industrial Activity*. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

j) *MS4*. Municipal Separate Storm Sewer System; a municipality which has a sanitary sewer system and a stormwater sewer system so that the two systems are completely separate.

k) *National Pollutant Discharge Elimination System (NPDES) Permit*. A permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

l) *Non-Stormwater Discharge*. Any discharge to the storm drain system that is not composed entirely of stormwater.

m) *Person*. Means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

n) *Pollutant*. Anything which causes or contributes to pollution or contamination. Pollutants and contaminants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

o) *Premises/Property*. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

p) *Storm Drain System*. Publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any road drainage systems, municipal street, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

q) *Stormwater*. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

r) *Stormwater Pollution Prevention Plan (SWPPP):* A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

s) *Wastewater*. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Section 118-303. Applicability
This Ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Section 118-304. Responsibility for Administration
The City of Joplin shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted, or duties imposed upon the authorized enforcement agency may be delegated in writing by the administrator of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Section 118-305. Severability.
The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Section 118-306. Ultimate Responsibility.
The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Section 118-307. Discharge Prohibitions.
a) Prohibition of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

b) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
   1) The following discharges are exempt from discharge prohibitions established by this Ordinance:
      a. landscape irrigation or lawn watering;
      b. diverted stream flows,
      c. rising groundwater;
      d. uncontaminated groundwater infiltration to storm drains;
      e. uncontaminated pumped groundwater;
      f. foundation or footing drains (not including active groundwater dewatering systems);
      g. uncontaminated water from crawl space/basement sump pumps;
      h. air conditioning condensation;
      i. springs;
      j. individual residential car washing as prescribed in Article IV – Section 114-358 (2)
      k. natural riparian habitat or wetland flows;
      l. flows through mine tailings which are already mitigated through other City ordinance requirements;
      m. emergency fire-fighting activities; and
      n. any other water source not containing pollutants.
   2) The following discharges are not exempt from discharge prohibitions established by this Ordinance:
      a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water.
         1. However, planned discharges from potable water sources may be discharged to the MS4 provided that the City has determined that they are not substantial contributors of pollutants.

b. Swimming pool discharges
    1. Certain swimming pool discharges are permitted under the MO Department of Natural Resources' NPDES Industrial Permits;
    2. Discharges from swimming pools not subject to MO Department of Natural Resources' NPDES Industrial Permits may be discharged to the MS4 provided that they are dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled.

c. Street and sidewalk wash water containing detergents, water used to control dust containing detergents, and routine external building wash down containing detergents. (Also prohibited in City Code Chapter 118 – Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 – Environments - Section 54-35 (4)
    1. Street and sidewalk wash water, water used to control dust, and routine external building wash down water may be discharged to the MS4 provided it does not contain detergents, streets and sidewalks are swept and material removed prior to washing. Active construction sites shall be scraped and swept daily prior to washing the street, as outlined in Appendix 29-F. Erosion and Sediment Control Regulations Section VI, 8. b. and c.

d. Discharges specified in writing by the City of Joplin as being necessary to protect public health and safety.

e. Dye testing is an allowable discharge but requires a written/verbal notification to the City of Joplin prior to the time of the test.

f. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the permitting authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

c) Prohibition of Illicit Connections.
1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17)
2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3) A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. (Also prohibited in Chapter 118 Utilities – Article II – Sewers and Sewage Disposal - Section 118-86; and Chapter 54 - Environment - Section 54-35 (17).

Section 118-308. Suspension of MS4 Access.

a) Suspension due to Illicit Discharges in Emergency Situations

The City of Joplin may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may

present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the State, or to minimize danger to persons.

b) Suspension due to the Detection of Illicit Discharge
    1) Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Joplin will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.
    2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Joplin.

Section 118-309. Powers and Authority of Inspectors

a) The City of Joplin inspector bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, records examination and copying, observation, measurements, sampling, and testing pertinent to discharge or potential to discharge, and for repair and maintenance to the municipal separate storm sewer system.

b) Information and data on a non-domestic source obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction, unless the non-domestic source specifically requests and is able to demonstrate to the satisfaction of the City of Joplin that the release of such information would divulge information, processes or methods of production entitled to protection as confidential information according to the criteria set forth in 40 CFR 2.208 and 2.302, as may be amended from time to time. When requested by the person furnishing a report, the portions of a report which might disclose confidential information shall not be made available for inspection by the public. Stormwater constituents and characteristics will not be recognized as confidential information. Information accepted by the City of Joplin as confidential shall be made available upon request to any agency meeting the requirements of Section 308 of the Clean Water Act, including officers, employees or authorized representatives of the United States concerned with carrying out the Clean Water Act, bound by the confidentiality rules in 40 CFR Part 2, as may be amended from time to time.

c) While performing inspections the City of Joplin shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the authorized representative(s), and the City of Joplin shall indemnify the company against loss or damage to its property by City of Joplin employees and against liability claims and demands for personal injury or property damage asserted against the company by City of Joplin employees and growing out of the inspection and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

d) Unreasonable delays in allowing the City of Joplin access to the premises or other interference with the activities of the City of Joplin shall be a violation of this law. Access to property and/or records of a non-domestic source may not be refused on the basis that the City of Joplin refuses to sign any waiver, access agreement, or similar document.

e) If the City of Joplin has been refused access to a building, structure or property or any part thereof, and if the City of Joplin has demonstrated probable cause to believe that there may be a violation of this law or that there is a need to inspect as part of a routine inspection program of the City of Joplin to verify compliance with this law or any permit or order issued hereunder, or to protect the environment and overall public health, safety and welfare of the community, then the City of Joplin will make an application to a court of competent jurisdiction for a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant application shall specify what, if anything, may be searched and/or seized on the property described. If granted by the court, such warrant shall be served at reasonable hours by the City of Joplin in the company of a uniformed officer of the law enforcement agency with jurisdiction over the property. In the event of an emergency affecting public health and safety, inspections may be made without the issuance of a warrant.

Section 118-310. Industrial or Construction Site Activity Discharges.
Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Joplin prior to the allowing of discharges to the MS4.

Section 118-311. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.
Any owner or operator responsible for a property or premise, including private citizen facilities, as well as NDPES permitted and non-NDPES permitted facilities, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, structural and non-structural BMPs to prevent the discharge of pollutants to the municipal separate storm sewer system. Further, the owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of structural and non-structural Best Management Practices (BMPs). Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Section 118-312. Watercourse Protection.
Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. In addition, the

owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 118-313. Notification of Spills.
Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Joplin within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Section 118-314. Illegal Dumping Prohibited
No person shall dump or otherwise deposit outside an authorized landfill or other authorized garbage or trash collection point, including but not limited to any grass clippings, leaves, motor oil, paint, wash water, chemicals, trash or garbage of any kind or description on any private or public property, occupied or unoccupied, with the potential to discharge to the municipal storm sewer system.

Section 118-315. Enforcement.
a) Notice of Violation.
Whenever the City of Joplin finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible parties. Such notice may require without limitation:

1) The performance of monitoring, analyses, and reporting;
2) The elimination of illicit connections or discharges;
3) That violating discharges, practices, or operations shall cease and desist;
4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
5) Payment of a fine to cover administrative and remediation costs; and
6) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

Section 118-316. Appeal of Notice of Violation.
Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within fifteen (15) days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Section 118-317. Enforcement Measures After Appeal.
If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within fifteen (15) days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Section 118-318. Cost of Abatement of the Violation.
a) Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

b) Any person violating any of the provisions of this Ordinance shall become liable to the City of Joplin by reason of such violation. The liability shall be paid in not more than 12 equal payments beginning thirty (30) days following final notification of the abatement costs. Interest at the rate of ten (10) percent per annum shall be assessed on the balance beginning on the 1st day following discovery of the violation.

Section 118-319. Injunctive Relief.
It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this Ordinance, the City of Joplin may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Section 118-320. Compensatory Action.
In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City of Joplin may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Section 118-321. Violations Deemed A Public Nuisance.
In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a danger to the environment and threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Section 118-322. Criminal Prosecution.
Any person who shall violate the provisions of this article shall be guilty of an ordinance violation and shall be subject to the penalties set forth in City Code Section 1-5. – General penalty; continuing violations; violations deemed public nuisance (a), (b), and (c).

Section 118-323. Cost Recovery.
The City of Joplin may recover all attorney's fees, court costs and other expenses associated with enforcement of this Ordinance, including sampling and monitoring expenses.

Section 118-324. Remedies Not Exclusive.
The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City of Joplin to seek cumulative remedies.

Section 119-325. Adoption of Ordinance.
This Ordinance shall be in full force and effect immediately after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

COUNCIL BILL NO. 2020-149 ORDINANCE NO

AN ORDINANCE amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination.

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

WHEREAS, the City of Joplin has successfully renewed its MS4 permit requiring development of its Illicit Discharge Detection and Elimination Ordinance; and,

WHEREAS, the City of Joplin is required to update its Illicit Discharge Detection and Elimination ordinance; and

WHEREAS, the attached Illicit Discharge Detection and Elimination ordinance satisfies this requirement having been updated to reflect the Missouri Department of Natural Resource's comments.

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

Section 1. That Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, Division 9, Illicit Discharge Detection and Elimination, be amended in substantially similar form as attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Ryan D. Stanley, 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 2020-151 – approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates (AMA) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements.

MEETING DATE
August 3, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map Exhibit, Council Bill 2020-151, Work Authorization

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 approve a work authorization with Olsson in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. A project to reduce flooding at the intersection of Lone Elm road and Murphy Boulevard was included on the approved list of projects. The existing double 10’ x 4’ Reinforced Concrete Box culvert under Murphy Boulevard is undersized with only slightly more capacity than a 2-year storm discharge. At the north corner of the Lone Elm road and Murphy Boulevard intersection, water ponds on the edge of the roadway and in the beginning of the ditch of Lone Elm Hollow.

City staff have selected Allgeier, Martin & Associates Inc. (AMA), from the City’s list of on call consultants for Stormwater, for professional engineering consulting services for the design of stormwater improvements at the intersection of Murphy Boulevard and Lone Elm road. Design of improvements will generally include the removal and replacement of the existing box culvert, including the preparations of plans and specifications necessary to bid and construct said work. The scope of services also include bidding and construction phase engineering for the installation of the improvements to the storm drainage system as well as the submittal of a final report to FEMA (if required) for the project (which includes an as-built survey and model) as the project is located in a FEMA defined floodplain. City staff has reviewed the fees submitted by AMA for the engineering consulting services and found them to be within industry standards. Public Works intends to provide construction inspection and management. AMA’s scope and fees include this service, in case staff are unable to devote enough time to inspect the work.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-151, Work Authorization AMA-OC20-016 with AMA in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements on first reading.

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. Steven Martinez, E.I. Stormwater Engineer		Attention: Michael Keaton, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 531	Fax: 417-625-4738	Project: Murphy Blvd. and Lone Elm Stormwater Improvements	

WORK AUTHORIZATION NUMBER AMA-OC20-016
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-OC20-016 exceed the sum of Eighty-One Thousand Five-Hundred Dollars ($81,500).

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: Michael Atkinson

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 6/22/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-016 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 Murphy Blvd. and Lone Elm Stormwater 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 storm sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally the box culvert on Lone Elm Hollow that crosses NW Murphy Blvd. in Joplin, Missouri.

1.1.3.2 Design of improvements will generally include the removal and replacement of the existing box culvert, including the preparation of plans and specifications necessary to bid and construct said work. The project is located in a FEMA defined floodplain. Work will include the submission of a final report to FEMA, if required. This will include an as-built survey and model. For the purpose of this proposal, the construction cost is estimated to be $275,000.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said improvements to the storm drainage system.

1.1.3.4 Resident Project Representation Services are not included within this scope of work but can be added as an additional service at a later date if desired by the Owner. It is estimated that services will be part time (15hrs/wk) with a construction duration of 3 months.

1.1.3.5 Property Acquisition Services are not included within this scope of work but can be added as an additional service at a later date if desired by the Owner. It is estimated that up to 2 separate properties will need easements/right-of-way acquired in order to construct the project.

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.

1.3.12 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 (To be added as an additional service if desired by the Owner).

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.

1.5 Right-of-Way/Easement Acquisition (To be added as an additional service if desired by the Owner)

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.5.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

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 6 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.

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 $81,500, as set forth in Work Authorization Number AMA–OC20-016 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)	$16,000	
Pre-Design Topographic Survey and As-Built Survey (Paragraphs 1.1.3.2 and 1.2)	$6,500	
FEMA Coordination and As-Built Model (Paragraphs 1.1.3.2 and 1.2)	$5,000	
Total Standard Project Engineering Services		$57,500
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$20,000	
Right-of-Way Acquisition Services (Paragraphs 1.1.3.5 and 1.5)	$4,000	
Total Estimated Maximum Fee – All Services		$81,500

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

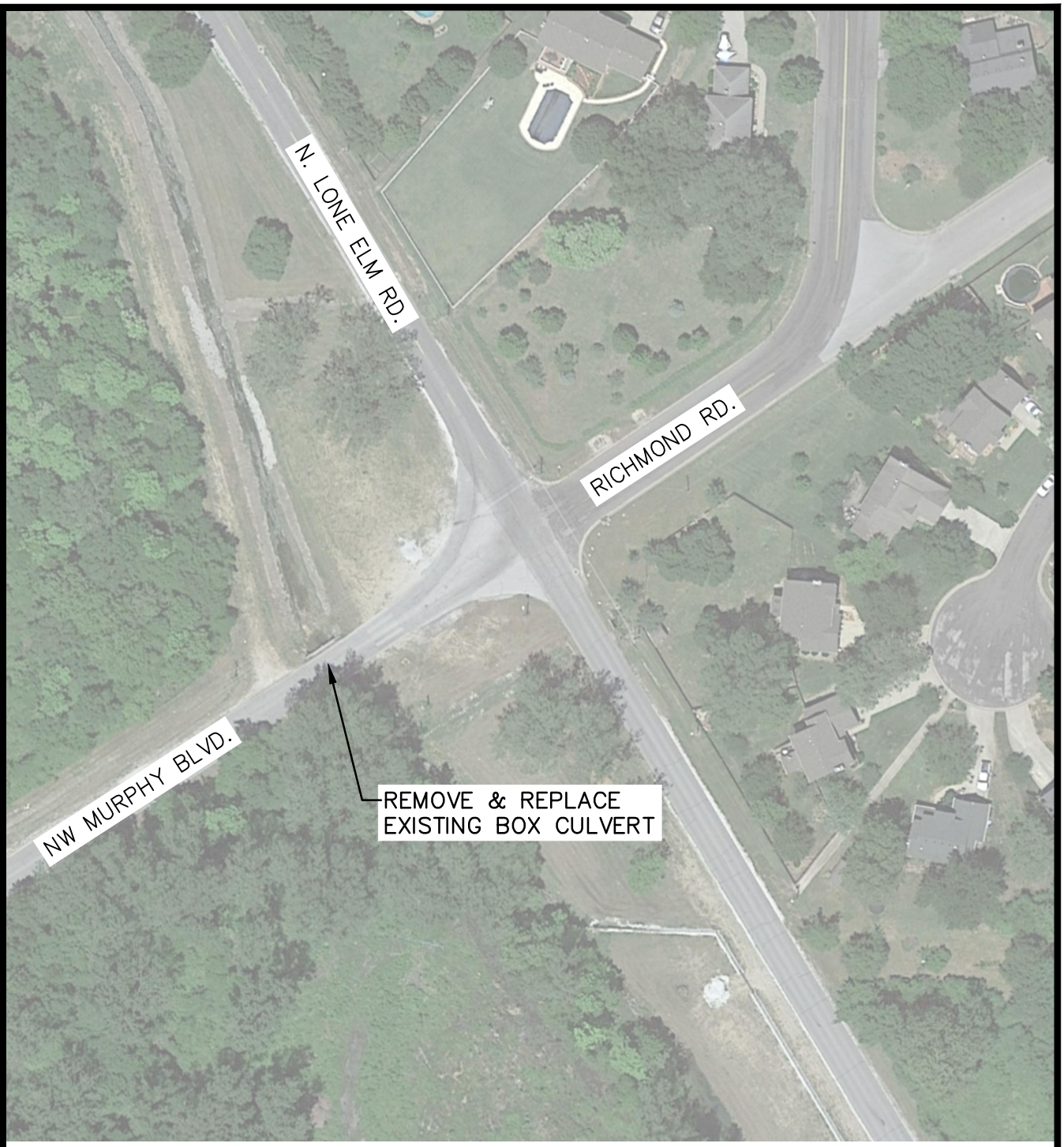
Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

---

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

Z:\JOPLIN MO\CITY OF JOPLIN\STORMWATER\MURPHY BLVD. STORMWATER 2020\DRAWINGS\EXHIBIT.DWG



PLAN

N

100' 0 50' 100'

STORMWATER IMPROVEMENTS
MURPHY BOULEVARD & LONE ELM ROAD

JOPLIN, MISSOURI
7/23/2020

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

COUNCIL BILL NO. 2020-151 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; 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 Work Authorization AMA-OC20-016 with AMA in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements, a 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 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 work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-151

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-268 - Rezone to R-2 (Two-family Residential)

MEETING DATE:
August 3, 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 028-20: 902 W 26th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 902 W. 26th St. – Dylan Coonrod

BACKGROUND:
The current zoning of R-1 is suitable in this area. While the property immediately adjacent to the lot is vacant, there are single-family uses nearby.

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the comprehensive plan calls for a mix in housing types. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area. Along the 26th St. corridor, there are a number of other lots already zoned R-2 mixed in with R-1 districts in the area.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Dylan Coonrod, 902 W 26th Street, Joplin, MO. He is working with a Doctor that has a son going to the medical school and he would like to build some duplexes close to the medical school to provide housing for the students. The original plan was to build four (4) individual houses but the regulations on the lot size states that cannot be done. He would like to build duplexes. Brick fronts, one car garage, custom cabinets, stainless steel appliances, 3 bedrooms, and 2 baths.

Mr. Ramsour wanted to know if the entrance would be off Connor?

Mr. Coonrod stated the entrance would be off Connor.

Mr. Kimble stated that he noticed near the corner of 26th and Connor there is a lot of cement and debris piled up on one of the parcels. Is that on your property?

Mr. Coonrod stated that he was not for sure. He had not been over then in a while. He did know that they were going to bring debris and other fillers. This is to level out the ground.

Mr. Kimble wanted to know that since you're only having a one car garage, will the driveway be able to accommodate more than one car? Will there be space for two or three cars?

Mr. Coonrod stated there will be fencing which will be around the whole property, with common areas for each of the units.

Mr. McCullough asked how many off-street parking spaces was going to be available?

Mr. Coonrod stated there would be two (2) off street parking spaces, plus the driveway area.

PUBLIC COMMENT;

Duncan Park, 2612 S. Jackson Avenue, Joplin MO. This is a disappointment; we are already facing rental units that have gone in this neighborhood since the reconstruction after the tornado. The reconstruction has upgraded the community. There are 4 to 5 vehicles up the driveways and up the street. Sometimes blocking the sight of cars coming down the road. We have children in this neighborhood, and they can't see if cars are coming or not. Someone will get hit. Mr. Park asked the question "What is the difference between the zonings?"

Mr. Stanton explained that District R-1 is for single-family homes. No duplexes can be built with the R-1, zoning. District R-2 is Two-family Residential, which permits for both duplexes and single-family home.

Mr. Park mentioned that his concern would be if the project didn't work out for whatever reason, and be sold, would the rezone property be used for what has been described. Could it be used to include larger buildings?

Mr. Stanton stated that if the property is rezoned and sold its only use would be either Single-family or duplexes. There is an off-street parking requirement of at least two (2) spaces per unit.

Mr. Park also stated that he has one other concern and a question. He wanted to know if this opens the door for those who have lots still available in the vicinity of this lot to more easily gaining approval for duplexes.

Mr. Ramsour stated that essentially, we look at one case at a time. There isn't a blanket coverage, one case at a time, one lot at a time, and one zoning case at a time.

Mr. Stanton stated there are a few things we look at when we analyze these cases. One is the Comprehensive Plan and the future land use map that accompanies that. Both of those documents are a guide for the Planning Department and the Planning Commission.

Mr. Ramsour stated that are five (5) written protest petitions from property owners in that neighborhood. Each one of the Commissioners has a copy of your protest.

Deborah Park, 2612 S Jackson Avenue, Joplin, MO. She mentions that we were given restrictions applicable to the lots in the Briarcliff addition. The City does not consider all these restrictions, but while building our house it mattered. All the decisions we made were regulated by these restrictions. It is important that all the neighbors had taken these restrictions seriously and that property is in Briarcliff addition subdivision.

Mr. Ramsour asked if there were any other questions for Ms. Park? There were not.

Mr. Paul Eden, 2621 South Connor Ave., Joplin, MO. He wanted to know if Mr. Coonrod was held to just the two duplexes? Could he come back and say, "we can get three on that property". Would he be able to do that? Curb and guttering on Connor the last 100 feet is not done. There is a lot of traffic on Connor because of the rest home on 28th & Jackson. People cut through on Connor to 26th Street. Mr. Eden also had a question about the 185', and what exactly is that for. He stated that the people that live in the neighborhood but not in the 185' their protest petition doesn't count. It goes into a different pile.

Mr. Stanton stated the 185' is a buffer that is put around the property that is to be rezoned. The properties that are in that buffer, if any of them are in protest we add that all up and if the sum of the total areas within that buffer exceeds 30% then it requires a 2/3 majority vote from City Council for passage.

Mr. Ramsour wanted to know what percentage do you have at this time on the protest petitions?

Mr. Stanton stated that it is not known at this time. There is still time to receive more petitions.

Mr. Kimble asked Mr. Eden if he has seen a lot of run off with the rains we had in the spring.

Mr. Eden stated that there has always been some come mud come down, but if you put concrete over there it is going to run off, not soak into the ground.

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

Mr. Kimble wanted to know about the landscaping plans.

Mr. Coonrod there will be basic landscaping done.

Ms. Steele had a comment or a concern that it is a very nice neighborhood and been built up since the tornado. The presentation was it was going to be a 1200 sq. ft., 3 bedroom and only one car garage. That concerned her a lot.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 028-20, 5 in favor, 1 Nays, 1 Abstained.
Staff Recommends approval.

ATTACHMENTS
CB 2020-268, Staff Planning Report, P&Z Commission Minutes

CB 2020-268

Case 028-20: 902 W 26th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 902 W. 26th St. – Dylan Coonrod

Mr. Eastman abstained himself from this case.

Dylan Coonrod, 902 W 26th Street, Joplin, MO. He is working with a Doctor that has a son going to the medical school and he would like to build some duplexes close to the medical school to provide housing for the students. The original plan was to build four (4) individual houses but the regulations on the lot size states that cannot be done. He would like to build duplexes. Brick fronts, one car garage, custom cabinets, stainless steel appliances, 3 bedrooms, and 2 baths.

Mr. Ramsour wanted to know if the entrance would be off Connor?

Mr. Coonrod stated the entrance would be off Connor.

Mr. Kimble stated that he noticed near the corner of 26th and Connor there is a lot of cement and debris piled up on one of the parcels. Is that on your property?

Mr. Coonrod stated that he was not for sure. He had not been over then in a while. He did know that they were going to bring debris and other fillers. This is to level out the ground.

Mr. Kimble wanted to know that since you're only having a one car garage, will the driveway be able to accommodate more than one car? Will there be space for two or three cars?

Mr. Coonrod stated there will be fencing which will be around the whole property, with common areas for each of the units.

Mr. McCullough asked how many off street parking spaces was going to be available?

Mr. Coonrod stated there would be two (2) off street parking spaces, plus the driveway area.

Mr. Ramsour asked the Commissioners if they had any other question for Mr. Coonrod? There were not. Is there anyone who would like to speak in favor of this case? There were not. Is there anyone who like to speak in opposition of this case?

Duncan Park, 2612 S. Jackson Avenue, Joplin MO. This is a disappointment; we are already facing rental units that have gone in this neighborhood since the reconstruction after the tornado. The reconstruction has upgraded the community. There are 4 to 5 vehicles up the driveways and up the street. Sometimes blocking the sight of cars coming down the road. We have children in this neighborhood, and they can't see if cars are coming or not. Someone will get hit. Mr. Park asked the question "What is the difference between the zonings?"

Mr. Stanton explained that District R-1 is for single-family homes. No duplexes can be built with the R-1, zoning. District R-2 is Two-family Residential, which permits for both duplexes and single-family home.

Mr. Park mentioned that his concern would be if the project didn't work out for whatever reason, and be sold, would the rezone property be used for what has been described. Could it be used to include larger buildings?

Mr. Stanton stated that if the property is rezoned and sold its only use would be either Single-family or duplexes. There is an off-street parking requirement of at least two (2) spaces per unit.

Mr. Park also stated that he has one other concern and a question. He wanted to know if this opens the door for those who have lots still available in the vicinity of this lot to more easily gaining approval for duplexes.

Mr. Ramsour stated that essentially, we look at one case at a time. There isn't a blanket coverage, one case at a time, one lot at a time, and one zoning case at a time.

Mr. Stanton stated there are a few things we look at when we analyze these cases. One is the Comprehensive Plan and the future land use map that accompanies that. Both of those documents are a guide for the Planning Department and the Planning Commission.

Mr. Ramsour stated that are five (5) written protest petitions from property owners in that neighborhood. Each one of the Commissioners has a copy of your protest.

Deborah Park, 2612 S Jackson Avenue, Joplin, MO. She mentions that we were given restrictions applicable to the lots in the Baricliff addition. The City does not consider all these restrictions, but while building our house it mattered. All the decisions we made were regulated by these restrictions. It is important that all the neighbors had taken these restrictions seriously and that property is in Briarcliff addition subdivision.

Mr. Ramsour asked if there were any other questions for Ms. Park? There were not.

Mr. Paul Eden, 2621 South Connor Ave., Joplin, MO. He wanted to know if Mr. Coonrod was held to just the two duplexes? Could he come back and say, "we can get three on that property". Would he be able to do that? Curb and guttering on Connor the last 100 feet is not done. There is a lot of traffic on Connor because of the rest home on 28th & Jackson. People cut through on Connor to 26th Street. Mr. Eden also had a question about the 185', and what exactly is that for. He stated that the people that live in the neighborhood but not in the 185' their protest petition doesn't count. It goes into a different pile.

Mr. Stanton stated the 185' is a buffer that is put around the property that is to be rezoned. The properties that are in that buffer, if any of them are in protest we add that all up and if the sum of the total areas within that buffer exceeds 30% then it requires a 2/3 majority vote from City Council for passage.

Mr. Ramsour wanted to know what percentage do you have at this time on the protest petitions?

Mr. Stanton stated that it is not known at this time. There is still time to receive more petitions.

Mr. Kimble asked Mr. Eden's if he has seen a lot of run off with the rains we had in the spring.

Mr. Eden stated that there has always been some come mud come down, but if you put concrete over there it is going to run off, not soak into the ground.

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

Mr. Kimble wanted to know about the landscaping plans.

Mr. Coonrod there will be basic landscaping done.

Ms. Steele had a comment or a concern that it is a very nice neighborhood and been built up since the tornado. The presentation was it was going to be a 1200 sq. ft., 3 bedroom and only one car garage. That concerned her a lot.

Mr. Ramsour asked if there was any other comments or concerns? There were not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. LEDFORD, CASE 028-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE", MRS. STEELE VOTED "NAY", MR. EASTMAN ABSTAINED (5 IN FAVOR, 1 NAYS, 1 ABSTAIN).

Z&P Meeting: July 13, 2020
City Council Meeting: August 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 028-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 902 W. 26th St.

APPLICANT Dylan Coonrod

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.52 acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future office/institutional.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 26th St.	Collector	100'
S. Connor 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. While the future land use map does show the southern side of 26th St. to be future office/institutional, the comprehensive plan does call for a mix in housing types along the 26th St. corridor.

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

The current zoning of R-1 is suitable in this area. While the property immediately adjacent to the lot is vacant, there are single-family uses nearby. R-1 is the most restrictive district and the least intensive so it would be appropriate here.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the comprehensive plan calls for a mix in housing types. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area. Along the 26th St. corridor, there are a number of other lots already zoned R-2 mixed in with R-1 districts in the area.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing for a mix in housing types as called for in the comprehensive plan. In addition, there are other lots zoned R-2 very nearby.

Staff recommends approval of Case 028-20.

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.: 028-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 6-18-20
Public Hearing Date: 7/13/20

APPLICANT: Dylan Coonrod PHONE: 417-214-9390
ADDRESS: 5 Emerald Dr ZIP: 64804

OWNER: Flipside Investments LLC PHONE: 417-214-9390
ADDRESS: 619 S Florida Ave ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 902 W 26th

Present Zoning R1 Requested Zoning: R2 Acreage:
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R1
South	Residential	
East	Residential	R1
West	Residential	

Character of the Neighborhood: Mix of Residential R-1, R-2, + Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26th & Connor
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 30 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? Yes
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Flat & Rolling Acreage

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: 10/5/20

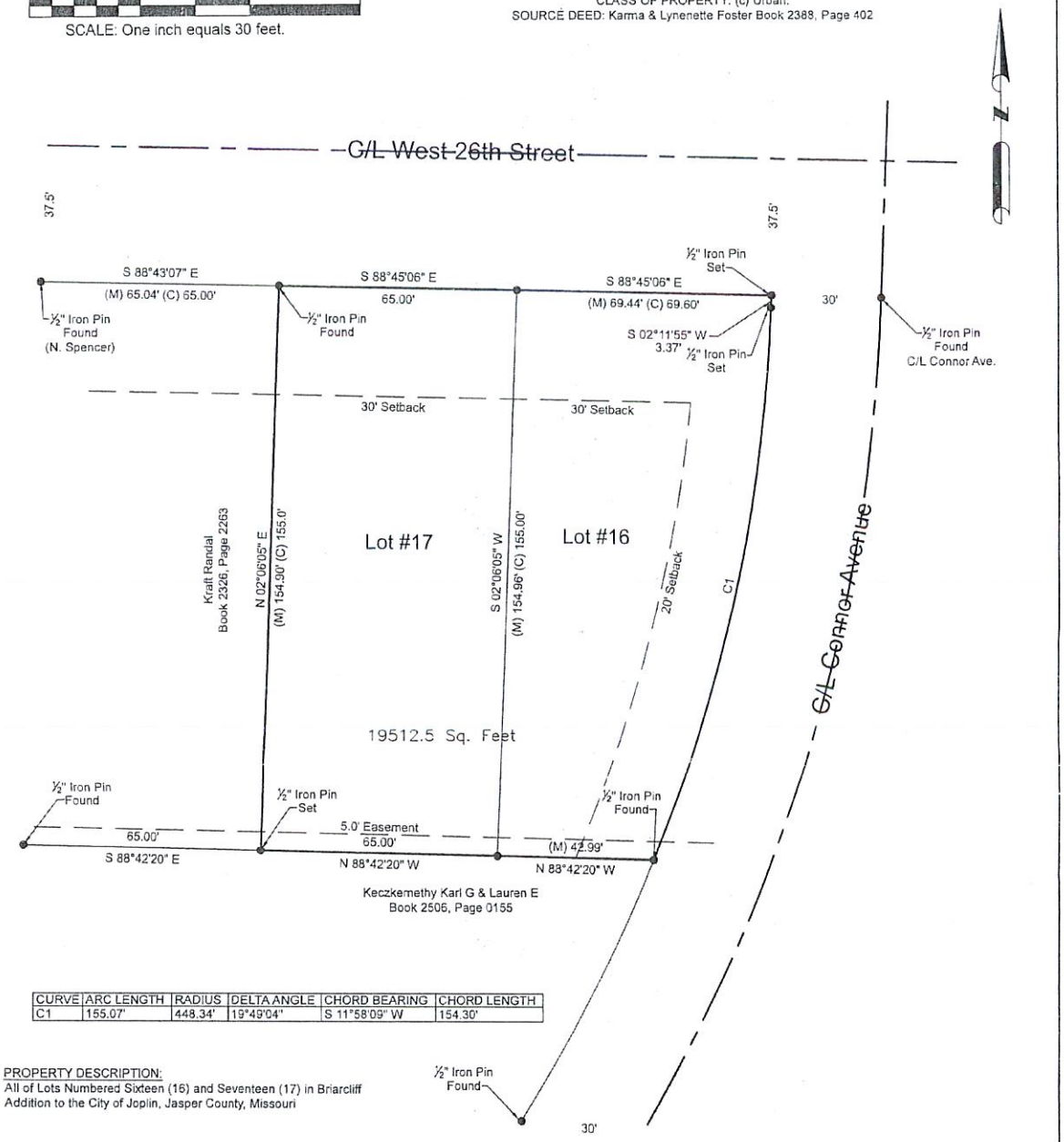
EMAIL: dylan@jonathanleachteam.com

TITLE: Owner

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The South line of 26th Street taken as S 88°45'06" E as per Missouri West NAd83 per MoDot GPS Network.
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Karma & Lynenette Foster Book 2388, Page 402



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	155.07'	448.34'	19°49'04"	S 11°58'09" W	154.30'

PROPERTY DESCRIPTION:
All of Lots Numbered Sixteen (16) and Seventeen (17) in Briarcliff Addition to the City of Joplin, Jasper County, Missouri

CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20__, at _____ o'clock _M recorded _____, 20__, in Book _____, at Page _____, For Bill of Assurance, see Deed Record Book _____, Page _____,

Recorder of Deeds Date:

STATE OF MISSOURI
RODNEY C. NEECE
PLS#002691
PROFESSIONAL LAND SURVEYOR

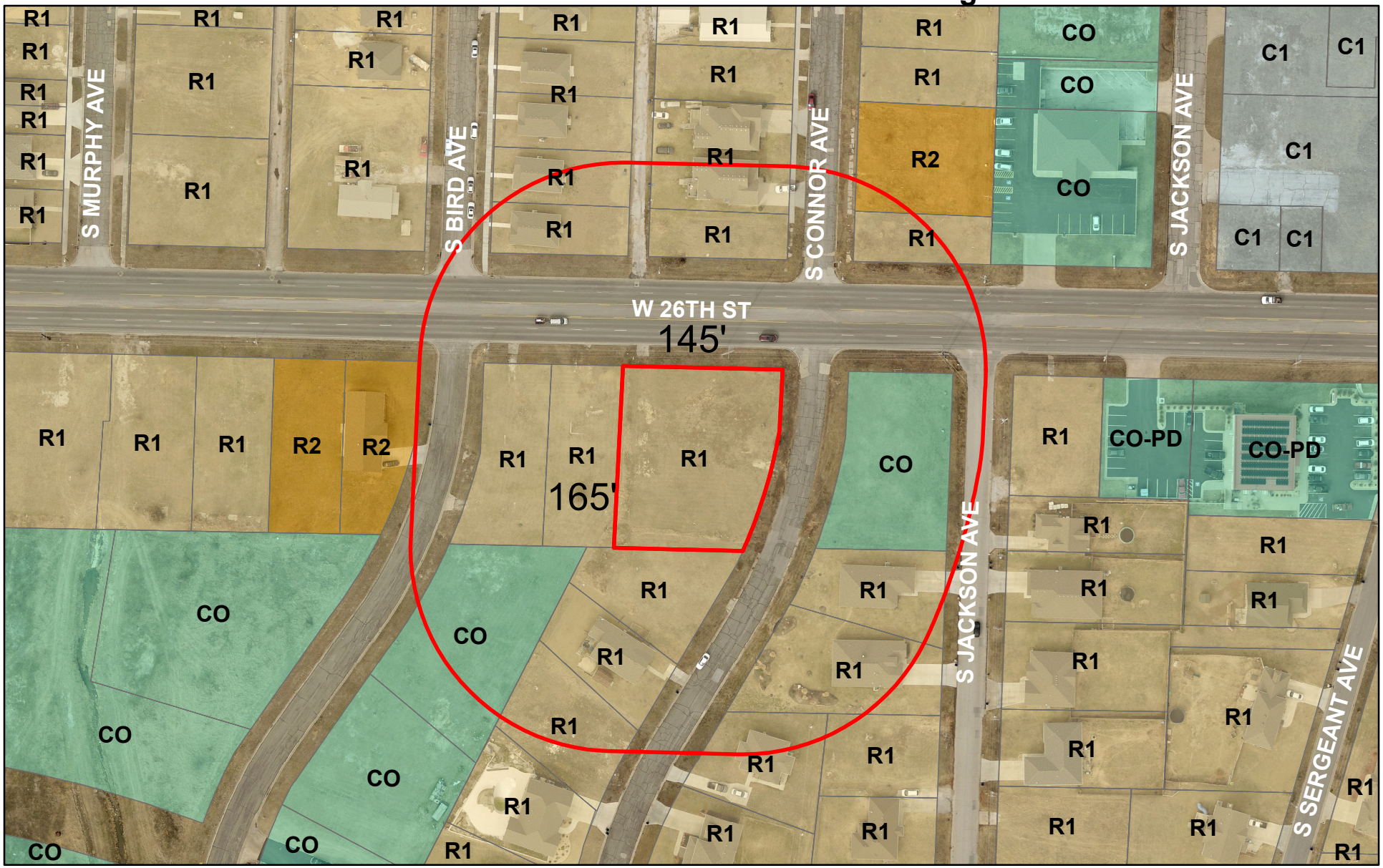
SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, it is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Dylan Conrood		
DRAWN: Allgood	DATE: 5-27-20	ADDRESS: 26th St. & Connor Ave Joplin, Mo.
APPROVED: RCN	S/T/R: 15-27-33	
SCALE: 1"=30'	FILE NAME: L16&17BCA	Cert of Authority LSC-2019012803

Case 028-20: 902 W. 26th St. - Rezoning



A requ es t to remove from Dis trict R-1 (Single-family Res idential) and inclu de in Dis trict R-2 (Two-family Res idential) property located at 902 W. 26th St. – Dylan Coonrod

0 62.5 125 250 375 500 Feet

N

P & Z Case 028-20
Dylan Coonrod
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-268 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 902 W. 26th 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-2:

> All of Lots Numbered Sixteen (16) and Seventeen (17) in Briarcliff Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-269 - Rezone to District R-2 (Two-family Residential)

MEETING DATE:
August 3, 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 029-20: 2701 S. Virginia Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 2701 S. Virginia Ave. – Joe Moore

BACKGROUND:
This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing the residential uses at the edges of commercial corridors as called for in the comprehensive plan.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin MO. Mr. Moore was unable to attend today. He is the Chief of Police in Lamar and he had an emergency in his town that he had to deal with today. Mr. Stanton stated that he will be presenting his case today. It is like the previous case. Rezoning from R-1 to R-2 for two-family residential development. He is only proposing one building of two units. It will face 27th Street. There is a small portion of right of way to the east of this which is unpaved, unfinished Virginia Avenue. He will potentially use that for his driveway. Still in the early stages of the development. He does meet all the requirements.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 029-20, 7 in favor, 0 Nays.
Staff Recommends approval.

ATTACHMENTS
CB 2020-269, Staff Planning Report, P&Z Commission Minutes

CB 2020-269

Case 029-20: 2701 S. Virginia Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) property located at 2701 S. Virginia Ave. – Joe Moore

Keegan Stanton, 602 S. Main St., Joplin MO. Mr. Moore was unable to attend today. He is the Chief of Police in Lamar and he had an emergency in his town that he had to deal with today. Mr. Stanton stated that he will be presenting his case today. It is like the previous case. Rezoning from R-1 to R-2 for two family residential development. He is only proposing one building of two units. It will face 27th Street, there is a small portion of right of way to the east of this which is unpaved, unfinished Virginia Avenue. Potentially using that for his driveway. Still in the early stages of the development. He does meet all the requirements.

Mr. Eastman asked if there were any neighborhood opposition?

Mr. Stanton stated there was not.

Mr. Kimble stated he noticed the unfinished portion of Virginia. You stated he was wanting to use that as his driveway eventually?

Mr. Stanton stated that the City of Joplin would not requirement him to build a street. In the past with homes and property that were on dead ends, the engineering department has let property owners to build a driveway through.

Mr. Ramsour asked if there could be a vacation filed for that portion of Virginia.

Mr. Stanton stated he has brought it up to Engineering but has not received an answer.

Mr. Kimble asked if there were utilities there and run through the park.

Mr. Stanton stated it is very possibly actually.

Ms. Steele was curious does he also own the lot to the south.

Mr. Stanton stated he did not.

Mr. Ramsour asked if there is anyone else to speak in favor of this case? There were not. Is there anyone who would like to speak in opposition of this case? There were not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE, CASE 029-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: July 13, 2020
City Council Meeting: August 3, 2020

STAFF PLANNING REPORT
Rezoning

CASE 029-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 2701 S. Virginia Ave.

APPLICANT Joe Moore

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.2 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	Single-family Residential/Park	Vacant/Vacant ROW

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
E. 27th St.	Local	50'

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 does show this area to be low-density residential, and R-2 development maintains the characteristics of low-density residential neighborhoods. The comprehensive plan does call for residential land uses at the edges of commercial corridors, and R-2 development would act as a transitionary buffer between the more intense commercial land uses along Main St. and encroaching into the Virginia Ave. area, and the single-family development that extends East.

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

The current zoning of R-1 is suitable in this area. While some property nearby the lot is vacant, there are single-family uses nearby. R-1 is the most restrictive district and the least intensive so it would be appropriate here.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it is appropriate when considering the future land use map calls for a low-density residential. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood, while providing the residential uses at the edges of commercial corridors as called for in the comprehensive plan. In addition, the R-2 district could act as a transition from more intense commercial uses along Main St. to the neighborhoods of single-family homes to the East.

Staff recommends approval of Case 029-20.

ATTACHMENTS

- Application
- Map

RECEIVED 5/29/2020

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.: 029-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 6-18-20
Public Hearing Date: 7-13-20

APPLICANT: Joe Moore PHONE: 417-825-6027
ADDRESS: 16720 Buckeye Ln Diamond Mo ZIP: 64840

OWNER: Same as applicant PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 2701 S. Virginia
Thompson's addition North ½ lot 14 and all lot 15

Present Zoning Residential Requested Zoning: Multi family Acreage: 0.21
Present Use of Property: Vacant lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	Residential
South	Residential & city park	Residential
East	Residential	Residential
West	Commercial	Commercial

Character of the Neighborhood: Residential, bordering commercial and city park

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no, the change is to build a duplex on a empty lot
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: The lot is over sized and lends itself to a duplex property

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes, this develops a property that has been vacant since the tornado
2. Consistent with Future Land Use Map? Yes.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 27th St. & Virginia
2. Classification of Street(s):
   Arterial _____ Collector _____ Local ✓
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Oversized lot, dead end street.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

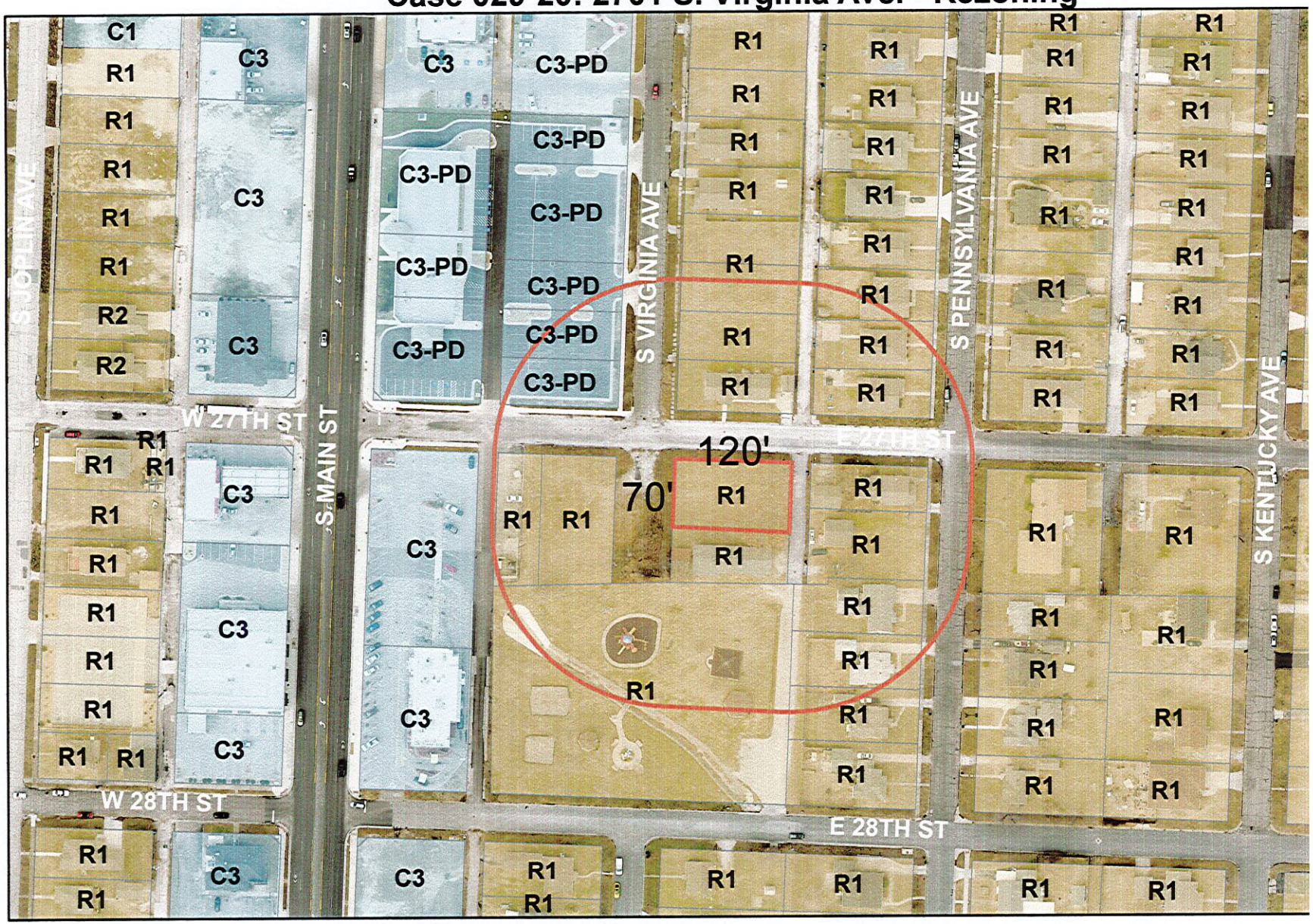
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed 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: 5/29/20

EMAIL: jomo2020@att.net

TITLE: _____

Case 029-20: 2701 S. Virginia Ave. - Rezoning



A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) prope at 2701 S. Virginia Ave. – Joe Moore

0 75 150 300 450

P & Z Case 029-20
Joe Moore
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-269 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 2701 S. Virginia Avenue, 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:

The North one-half of Lot 14 and all of Lot 15 in Thompson's Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Ryan D. Stanley, 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 2020-156 – Construction Agreement between the City of Joplin and Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1.

MEETING DATE
August 17, 2020

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB2020-156 Ordinance; Bid Tabulation, Construction Agreement, Location 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 construction agreement with Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1 in the not to exceed amount of Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars, ($89,585.30).

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

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Three construction companies submitted bids (see attached Bid Tabulation), that were opened on August 6, 2020. Dewitt & Associates, Inc. was the low bidder, and the bid was lower than the engineer's estimate. City of Joplin crews will perform the removal of the existing aprons and prepare the subgrade for the project.

FUNDING SOURCE
Transportation Sales Tax Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. This project is on an emergency basis so that the eastern apron approach can be completed in time to allow for the mill and overlay of the parking lot area.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Dewitt & Associates, Inc. Address:	
Attention: Dakota Rusk		Attention:	
Department: Public Works - Engineering		Phone:	Fax:
Phone: (417) 624-0820 ext. 598	Fax: (417) 625-4738	Fire Station Concrete Apron Approach	

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:

Fire Station Concrete Apron Approach Project

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 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: (Make sure amounts below are up to date)

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 and Five Thousand Six Hundred and 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 and 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 and Five Thousand Six Hundred and 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 and 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 and Five Thousand Six Hundred and 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 and 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 $89,585.30 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, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day and $500.00 for every day in excess of 3 calendar days between milling and paving 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 Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars ($89,585.30) 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: Fire Station Concrete Apron Approach

DATE OF BID OPENING: August 6, 2020

CONTRACTOR	BID
Dewitt & Associates	$89,585.30
B3 Contractors	$151,362.50
Sprouls Construction	$175,025.00
Engineer's Estimate	$95,990.00


Fire Station 1 Concrete Apron Approach
E Broad
S Virginia Ave
N

COUNCIL BILL NO. 2020-156 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1 in the not to exceed amount Eighty-Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars, ($89,585.30). for the Fire Station Concrete Apron Approach project and containing an emergency clause.

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

Section 1. That the agreement with Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1 in the not to exceed amount of Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars, ($89,585.30) in the City of Joplin, a copy of which is attached hereto; be the same and 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 exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from Transportation Sales Tax.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. This project is on an emergency basis so that the eastern apron approach can be completed in time to allow for the mill and overlay of the parking lot area.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-156

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

_____

Leslie Haase, Director of Finance

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	2024 S. Connor Ave

COMPANY	BIDS
B & D Yardbuilders	$6,800.00
Big John's Heavy Equipment	$4,950.00
Gator Industrial	$3,600.00
Nelson's Enterprises -Withdrew bid	$3,250.00


COUNCIL BILL 2020-361
2024 CONNOR AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 361, Building Regulations

MEETING DATE
August 17, 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 2024 Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 16, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,600.00
B & D Yardbuilders	$6,800.00
Big Johns	$4,950.00
Nelson Enterprises (Withdrew Bid)	$3,250.00

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 $3,600.00 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- 361, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020–361 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 2024 Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($3,600.00); 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 and 00/100 Dollars ($3,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2024 Connor 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 2024 Connor Ave. and legally described as:

ALL OF LOT NUMBERED FORTY-TWO (42) IN MURPHY'S FIRST 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.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	2107 S. Murphy Ave

COMPANY	BIDS
B & D Yardbuilders	$5,900.00
Big John's Heavy Equipment	$4,500.00
Gator Industrial	$3,795.00
Nelson's Enterprises-Withdrew Bid	$3,150.00


COUNCIL BILL 2020- 362
2107 MURPHY AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 362, Building Regulations

MEETING DATE
August 17, 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 2107 Murphy Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 26, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,795.00
B & D Yardbuilders	$5,900.00
Big Johns	$4,500.00
Nelson Enterprises (Withdrew Bid)	$3,150.00

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 $3,795.00 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- 362, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 362 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 2107 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Ninety-five and 00/100 Dollars ($3,795.00); 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 Seven Hundred Ninety-five and 00/100 Dollars ($3,795.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2107 Murphy 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 2107 Murphy Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED SIX (106) IN MURPHY'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.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	1326 S. Grand Ave

COMPANY	BIDS
B & D Yardbuilders	$4,900.00
Big John's Heavy Equipment	$4,500.00
Gator Industrial	$3,600.00
Nelson's Enterprises	$4,650.00



COUNCIL BILL 2020-363
1326 GRAND AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 363, Building Regulations

MEETING DATE
August 17, 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 1326 Grand Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 22, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,600.00
B & D Yardbuilders	$4,900.00
Big Johns	$4,500.00
Nelson Enterprises	$4,650.00

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 $3,600.00 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- 363, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 363 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 1326 Grand Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($ 3,600); 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 and 00/100 Dollars ($ 3,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1326 Grand 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 1326 Grand Ave. and legally described as:

ALL OF LOT NUMBERED FIFTY-THREE (53) AND THE NORTH 15.00 FT. OF LOT NUMBERED FIFTY-TWO (52) IN JOHN C. COX FOURTH 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.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	206 N. Wall Ave

COMPANY	BIDS
B & D Yardbuilders	$11,100.00
Big John's Heavy Equipment	$6,500.00
Gator Industrial	$14,395.00
Nelson's Enterprises-Withdrew Bid	$5,850.00


COUNCIL BILL 2020-364
206 N. WALL AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 364, Building Regulations

MEETING DATE
August 17, 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 Big John's Heavy Equipment to remove the structures, and any remaining debris including foundation and footings 206 N. Wall Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 22, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$14,395.00
B & D Yardbuilders	$11,100.00
Big Johns	$6,500.00
Nelson Enterprises (Withdrew Bid)	$5,850.00

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 Big John's Heavy Equipment for $6,500.00 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- 364, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 364 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big John's Heavy Equipment for the demolition of the structure(s) and clearing of lot area located at 206 N. Wall Ave. in the City of Joplin, Missouri, for Six Thousand Five Hundred and 00/100 Dollars ($6,500.00); 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 Big John's Heavy Equipment in the amount of Six Thousand Five Hundred and 00/100 Dollars ($6,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 206 N. Wall 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 206 N. Wall Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED NINETEEN (119) IN WILSON AND HUTTON'S FIRST 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.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	301 N. Jackson Ave

COMPANY	BIDS
B & D Yardbuilders	$7,015.00
Big John's Heavy Equipment	$5,100.00
Gator Industrial	$4,575.00
Nelson's Enterprises	$4,650.00


COUNCIL BILL 2020-365
301 N. JACKSON AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 365, Building Regulations

MEETING DATE
August 17, 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 301 N. Jackson Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on September 16, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,575.00
B & D Yardbuilders	$7,015.00
Big Johns	$5,100.00
Nelson Enterprises	$4,650.00

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 $4,575.00 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- 365, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 365 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 301 N. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred Seventy-Five and 00/100 Dollars ($ 4,575.00); 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 Five Hundred Seventy-Five and 00/100 Dollars ($ 4,575.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 301 N. Jackson 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 301 N. Jackson Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED FIFTY-ONE (151) IN WILSON AND HUTTON'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.

_____
Ryan D. Stanley – 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 2020-519 – Approving a budget amendment for FY 2020.

MEETING DATE
August 17, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-519 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 general fund budget to use drug forfeiture funds collected in previous years in order to save general fund tax proceeds.
- Amending police department wearing apparel line in the amount of $28,367.00 to purchase Class C uniforms.
- Amending police department computer equipment for dispatch and jail services in the amount of $4,696.00 to purchase Adore training modules. Maintenance fees are included in the FY 2021 proposed budget document.
- Amending the police department operating equipment in the amount of $2,511.00 to purchase truck bed organizers for evidence response and processing as additions to the pickup trucks purchased in the current year.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $35,574.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2020-519 **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 appropriations by the total amount of Thirty-Five Thousand Five Hundred Seventy-Four Dollars and No Cents ($35,574.00) 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.

_____
Ryan D. Stanley, 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
17-Aug-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Uniform Services	001-5502-510-2010	Wearing Apparel			28,367
	Police Uniform Services	001-5502-510-8315	Computer Equipment			2,348
	Police Investigations	001-5503-510-8220	Operating Equipment			2,511
	Police Jail Services	001-5507-510-8315	Computer Equipment			2,348
	Total General Fund			$	-	35,574
	Grand Total			$	-	35,574

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-006 - An Ordinance amending Chapter 42, Courts, Article II, Municipal Court Section42-35, Court costs and other fees, by amending Section 42-35 by a new subsection (k).

MEETING DATE
August 17, 2020

ORIGINATING DEPT:
Municipal Court

ATTACHMENTS
Council Bill NO. 2020-006

REVIEWED BY
Court Administrator: Lamonte Ratcliff; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
The following ordinance enacts a new subsection (k), amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees.

BACKGROUND
The Supreme Court of Missouri mandates that Missouri Courts, to include all municipal divisions, utilize the statewide case management system (Show-Me Courts). In doing so, the Supreme Court of Missouri also requires a statewide automation fund fee of seven dollars ($7.00) in all civil cases filed in the circuit courts of this state and in all criminal cases, including violations of any municipal or county ordinance heard by an associate circuit judge or any violation of criminal or traffic laws of this state, including an infraction.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval.

COUNCIL BILL NO. 2020-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k).

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

WHEREAS, the Municipal Court has adopted Show-Me Courts for the automation of certain tasks; and

WHEREAS, Missouri state law requires a statewide court automation fund fee of seven dollars ($7.00) in all civil cases filed in the circuit courts of this state and in all criminal cases including violations of any municipal or county ordinance heard by an associate circuit judge or any violation of criminal or traffic laws of this state, including an infraction; and

WHEREAS, Section 42-35 subsection (k) should be enacted in order to make Section 42-35 consistent with state law.

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

Section 1. There shall be assessed a statewide court automation fund fee of seven dollars ($7.00) in any case involving the violation of criminal or traffic laws of this state, including an infraction. Said fee shall be collected by the Municipal Court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund, as provided in Section 488.12.3(5), RSMo. and Section 488.027.2, RSMo.

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

_____
Ryan D. Stanley, 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 2020-150 – approving a Work Authorization OLS-OC20-05 with Olsson for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

MEETING DATE
August 17, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2020-150, Work Authorization

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 approve a work authorization with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. A project to reduce the frequency of flooding of properties east of Canterbury lane between 3rd and 7th street was included on the approved list of projects. The existing unimproved ditch along the rear lot line east of Canterbury lane from 3rd to 7th provides a bank-full capacity roughly equal to a 2-year event and as a result does not presently have sufficient conveyance capacity to protect nearby structures during larger rain events.

City staff have selected Olsson, from the City's list of on call consultants for Stormwater, for professional engineering consulting services for the design of stormwater improvements at 7th and Canterbury lane. The scope includes evaluation of channel improvements alternatives to increase channel capacity and reduce erosion. The scope of services for this project includes hydrologic and hydraulic evaluation of the open channel between 3rd street and 7th street adjacent to Canterbury lane. Evaluation of the smaller drainage channel to the east of this main drainage channel is also within the scope of this work authorization. Services rendered also include survey, easement exhibit and description preparation, bid phase services and preparation of bid documents. Olsson will develop and design preliminary and final construction plans for the improvement. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-150, Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Address: 702. S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Storm Water Improvements at 7th and Canterbury Lane	

WORK AUTHORIZATION NUMBER OLS-OC20-05, 7th and Canterbury
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC20-05 exceed the sum of One Hundred Sixty-Seven Thousand, Seven Hundred Fifty Dollars ($167,750.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Clayton Cristy

Title: Vice President

Date: 08/06/2020

By: _____

Printed Name: Jack Schaller

Title: Vice President

Date: 08/06/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 6, 2020 between the City of Joplin ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 7th Street and Canterbury Lane

Project Description: Stormwater Improvements at 7th Street and Canterbury Lane

SCOPE OF SERVICES

The Scope of Services for this project includes hydrologic and hydraulic evaluation of drainage of the open channel between 7th Street and 3rd Street adjacent to Canterbury Lane in Joplin, Missouri. The existing channel may not have sufficient conveyance capacity to protect nearby structures during a 100-year runoff event. This scope includes evaluation of channel improvement alternatives to increase channel capacity and reduce erosion. Once an alternative has been selected with the city, Olsson will develop construction plans for the improvement.

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

Phase 100 – Data Collection

Task 101 – Project Initiation Meeting

Conduct a project initiation meeting with stakeholders to review project scope, identify schedule and goals, and establish channels of communication. Identify areas of concern, past flooding events, stakeholders, utility impacts, right-of-way needs, potential solutions, etc.

Task 102 – Data Collection

Review available information as provided by the City, including existing studies (if applicable), record drawings, GIS shape files and other information available from the City pertinent to this project. Develop base map with available information and LiDAR contours.
City will provide GIS aerials as well as layers showing the approximate location of property lines, and storm and sanitary sewer infrastructure.

Task 103 – Survey Fee

- Topographic Survey Data
  Olsson will collect topographic survey data for the existing drainage ditch, east of 4th Street and Canterbury Ln, north of 7th Street, as depicted on Figure 1. The topographic survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One- Call system.

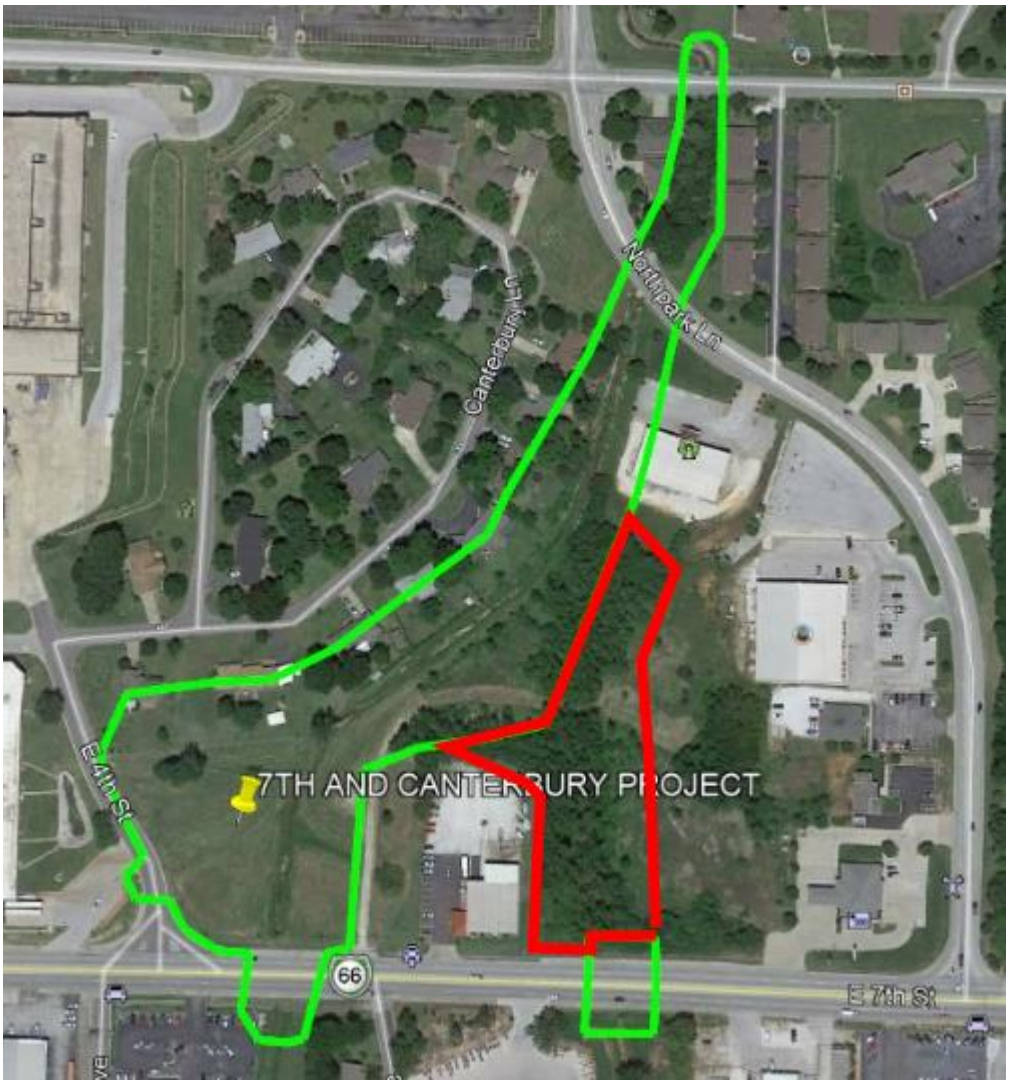


Figure 1: Topographic Survey Limits

Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and/or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities. **Survey price is based on fall/winter conditions after leaves have fallen.**

- Boundary Survey
  Olsson will collect boundary data, along the outlined area on the attached exhibit, sufficient for writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Task 104 – Easement Exhibit and Description Preparation
As necessary, Olsson will prepare easement exhibits and descriptions for any easements needed.

Fee: $500/easement. Max of 20 Easements are estimated.

Task 105 - Title Search
As necessary, Olsson will order title searches for neighboring properties, for the determination of existing easements along the route.

Fee: $300 per title search. 6 Title Searches Estimated.

Phase 200 – Hydrology and Hydraulics

Task 201 – Existing Conditions Modeling
Olsson will develop an existing condition hydrology model to identify peak flow rates. A hydrograph method will be used since the drainage area is greater than 200 acres.
A HEC-RAS hydraulic model will be developed for the existing condition channel using survey data within the channel and surveyed backyards. Outside of the survey limits, LiDAR data may be used to complete the model geometry. This model will be used to identify the existing flood elevations and compare to the surveyed elevations of nearby structures. Culvert crossings at 7th Street, Northpark Lane, and 3rd Street will be included in the HEC-RAS model. A tributary channel, approximately 650 feet east of 4th Street on 7th Street, will also be evaluated in the HEC-RAS modeling from 7th street north to the confluence with main channel and will include the 7th Street culvert.

An existing storm sewer system discharges from 4th street just north of 7th street into a drainage ditch which eventually drains to the main channel between 7th Street and 3rd Street. Peak flow rates will be determined for this system, but a hydraulic model will not be developed for the storm sewer system.

Task 202 – Conveyance Improvements
Improvement alternatives will be evaluated to meet the city's design criteria for open channel capacity and protect adjacent structures from flooding in the 100-year event. If the city's design criteria is not feasible, a reduced design criteria may be allowed that attempts to maximize conveyance within the lateral and vertical constraints of the project while protecting nearby structures during the 100-year event. Culverts at 3rd Street and Northpark Lane will be evaluated to determine if the existing culverts are satisfactory and if the project goals can be met without replacement of these culverts. Culverts at 7th Street will be evaluated to determine if entrance modifications can increase the culvert capacities without replacement of the culvert. Culvert replacement at 7th street is not included in this scope.

Evaluate channel lining options that protect against erosion in the stream bed while providing the necessary conveyance. The city's preference would be to match the existing concrete channel section downstream of 3rd Street, however excessive impacts to waters of the United States (WOTUS) may require an individual USACE 404 permit which will increase project cost, extend permitting schedule, and is not included in this scope. Olsson will identify WOTUS and attempt to limit impacts to meet the requirements of a nationwide permit.
Evaluate extending the 4th street storm sewer system underground to discharge at the main channel between 7th Street and 3rd Street. The system should allow the existing drainage ditch from 4th Street to be filled in.

Phase 300 – Preliminary Plan Development

Task 301. Olsson shall prepare Preliminary Plans.

The preliminary plans (approximately 60 percent complete) shall include the following sheets:

1. Cover Sheet
2. Channel Typical Sections
3. Channel Plan and Profile
4. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
5. Culvert modifications (no details)
6. Right of Way and Easement Plan
7. Erosion and Sediment Control Plan
8. Traffic Control Plan

- Olsson shall identify any potential utility impacts. The Owner will send electronic copy of plans to impacted utilities and other City departments for their review.
- Olsson shall prepare an estimate of quantities and opinion of probable construction costs.
- Olsson will attend one meeting with the City to review preliminary plans and discuss comments. Following the meeting, Olsson shall accompany City staff to project site to review design in the field.
- All R/W and easements required for the project shall be identified and shown on the Right of Way and Easement Plan

Deliverables

At the conclusion of this phase the following items will be provided to the City:

i. Preliminary plans
ii. Engineer's estimate of probable construction costs

Phase 400 – Permitting

Task 401. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation

Olsson will complete a wetland delineation and stream assessment of the project study area. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to USACE Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0).

Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine

areas within the project study area that may have potential wetlands or other WOTUS. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other WOTUS. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other WOTUS boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other WOTUS are jurisdictional.

Task 402. Nationwide Permit

Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to USACE for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and

endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

Permitting Assumptions.
Client will provide the following:

1. Project Description
2. Location Information
3. General Project Location Map
4. Project Study Area Access and Landowner Permission

Items not included in the scope.
1. Site visits with USACE
2. Database review of State and Federally listed Threatened and Endangered Species
3. Migratory Bird Treaty Act Nesting Surveys
4. Bald and Golden Eagle Nest Surveys
5. Agency requested Threatened and Endangered Species Specific Survey
6. Agency requested Historic or Cultural Resource Surveys
7. Floodplain permitting
8. Wetland Mitigation Services
9. Individual Section 404 Permit Application
10. Agency or client meetings, other than phone call discussions
11. Changes in project design or location requiring changes to the report

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

Anticipated Start Date: Upon receipt of the notice to proceed.
Anticipated Completion Dates: Olsson will submit the NWP to the USACE within 45 days of notice to proceed and receipt of required client provided information. Following submittal, the USACE timeline can vary in issuing a permit.

Phase 500 – Final Plan Development

Task 501. At the conclusion of the preliminary design phase, and with clear direction from the City, Olsson shall prepare final plans.

The final plans shall include the following sheets at a minimum:
1. Cover
2. Channel Typical Sections
3. Channel Plan and Profile
4. Drainage Area and Calculations Summary
5. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
6. Culvert modifications
7. Right of Way and Easement Plan
8. Erosion and Sediment Control Plan
9. Traffic Control Plan
10. Details

- Comments from the City and other agencies regarding the preliminary plans shall be incorporated into the final plans.
- The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.
- Olsson shall prepare an estimate of quantities and an opinion of probable construction costs.
- Olsson will meet with City staff to review the plans and obtain comments.
- Comments from the plans shall be addressed and all R/W and easements acquired before submitting one final set of construction plans.

Task 502. Special Provisions
Olsson shall prepare special provisions for any items not covered in the City's standard specifications. *(City will prepare advertising and bidding documents.)*

Task 503. Hydraulic Modeling
Olsson shall update modeling, developed in the preliminary design phase, based on the more detailed final design. No final report will need to be submitted.

Task 504. Right of Way (R/W) and Easements
City staff will acquire easements and perform negotiations. Any special agreements with property owners will be provided to Olsson to include on the plans. All R/W and easements required for the project shall be identified and shown on the Right of Way Plan.

Deliverables
At the conclusion of this phase the following items will be provided to the City:

1. Final Plans
2. Engineer's estimate of probable construction costs
3. Job Special Provisions (JSPs)
4. Final Hydrologic & Hydraulic models

BIDDING SERVICES

Phase 600 – Bid Phase Services

Task 601 – Respond to Bidders, Prepare Addenda.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 602 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 603 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION SERVICES

Phase 700 – Construction Phase Services

Task 701 - Construction Administration

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
5. Assumed 5 months of construction

Task 702 – Resident Project Representative

Olsson will be on on-site to observe construction activities for an assumed 4 hours per day (20hrs/week) for 5 months of construction. Olsson will prepare and distribute field reports on a weekly basis.

Task 703 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Task 704 - Record Drawings

Olsson will prepare record drawings, based on contractors' "red lines." A PDF version of the record drawings will be submitted to the Client.

Phase VII: Understandings

1. Copy of final construction plans shall be sealed by a Professional Engineer licensed in the State of Missouri.
2. Olsson shall complete pre-project survey to establish existing ground elevation.
3. Legal descriptions and exhibits shall be sealed by a Professional Land Surveyor licensed in the State of Missouri.
4. Right of Way negotiations and coordination with property owners will be performed by the City.

5. City staff will take the lead in utility coordination and Olsson will play a support role in that effort.

a. The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.

6. All permitting and access fees associated with the project will be the responsibility of the City. City-wide SWPPP will cover this project.
7. The project limits are outside of the FEMA floodplain.
8. Environmental testing (if necessary) is not included in the scope of work.
9. Geotechnical site evaluation and retaining wall design are not included in this scope of services.
10. Structural design is excluded from this scope of work.
11. Unless otherwise noted, Olsson can shift funds between phases and tasks as necessary in order to complete the services. Fees cannot be shifted from any phase until that phase has been submitted and accepted by the City.

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Contract Date:	September 2020
Anticipated Start (After Leaves Drop)	November 15, 2020
Anticipated Completion Date:	June 30, 2021

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

olsson

PROFESSIONAL ENGINEERING SERVICE ESTIMATE
BREAKDOWN BY TASK

Date: 06-Aug-20 Job: 7th and Canterbury		LABOR HOURS							TOTALS				
Phase/ Task	Description of Work	Project Manager	Project Professional	Assistant Professional	Survey	Construction Services	Administrative/ Clerical		Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	
		$160.00	$130.00	$95.00	$150.00	$85.00	$60.00	$0.00					
100	**Data Collection**								-	$ -	$ -	$ -	$ 28,680.50
	Project Initiation Meeting	1.00	5.00	3.00					1.13	$ 1,095.00	$ 80.50	$ 1,175.50	
	Data Collection	2.00		8.00					1.25	$ 1,080.00	$ -	$ 1,080.00	
	Topographic Survey				64.50				8.06	$ 9,675.00	$ -	$ 9,675.00	
	Boundary Survey				33.00				4.13	$ 4,950.00	$ -	$ 4,950.00	
	Easement Descriptions								-	$ -	$10,000.00	$ 10,000.00	
	Title Searches								-	$ -	$ 1,800.00	$ 1,800.00	
200	**Hydrology and Hydraulics**								-	$ -	$ -	$ -	$ 19,720.00
	Existing Condition Hydrology		8.00	16.00					3.00	$ 2,560.00	$ -	$ 2,560.00	
	Existing Condition HEC-RAS Model		12.00	44.00					7.00	$ 5,740.00	$ -	$ 5,740.00	
	Conveyance Improvements in HEC-RAS	4.00	24.00	48.00					9.50	$ 8,320.00	$ -	$ 8,320.00	
	Model 4th Street Storm Extension	1.00	8.00	20.00					3.63	$ 3,100.00	$ -	$ 3,100.00	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
300	**Preliminary Plans**								-	$ -	$ -	$ -	$ 27,686.50
	Develop preliminary plans (approximately 15 she	**4.00**	**35.00**	160.00					24.88	$ 20,390.00	$ 26.00	$ 20,416.00	
	Opinion of Probable Cost		4.00	4.00					1.00	$ 900.00	$ -	$ 900.00	
	Attend review meeting with city	2.00	3.00	3.00					1.00	$ 995.00	$ 80.50	$ 1,075.50	
	Traffic Control Plan	2.00	20.00	25.00					5.88	$ 5,295.00	$ -	$ 5,295.00	
									-	$ -	$ -	$ -	
400	**Permitting**								-	$ -	$ -	$ -	$ 7,580.00
	Wetland Delineation and Stream Assessment		8.00	32.00					5.00	$ 4,080.00	$ -	$ 4,080.00	
	Nationwide 404/401 Permitting		5.00	30.00					4.38	$ 3,500.00	$ -	$ 3,500.00	
									-	$ -	$ -	$ -	
500	**Final Plan Development**								-	$ -	$ -	$ -	$ 25,896.70
	Develop Final Plans (approximately 12 sheets)	4.00	50.00	130.00					23.00	$ 19,490.00	$ 31.20	$ 19,521.20	
	Update Opinion of Probable Construction Cost		4.00	4.00					1.00	$ 900.00	$ -	$ 900.00	
	Special Provisions	8.00		16.00					3.00	$ 2,800.00	$ -	$ 2,800.00	
	Update hydraulic modeling	2.00	4.00	8.00					1.75	$ 1,600.00	$ -	$ 1,600.00	
	Attend review meeting with city	2.00	3.00	3.00					1.00	$ 995.00	$ 80.50	$ 1,075.50	
									-	$ -	$ -	$ -	
600	**Bidding Services**								-	$ -	$ -	$ -	$ 5,025.00
	Respond to Bidders, Prepare Addenda		16.00	8.00					3.00	$ 2,840.00	$ -	$ 2,840.00	
	Review and Evaluate Bids		8.00	2.00			2.00		1.50	$ 1,350.00	$ -	$ 1,350.00	
	Conform Documents		2.00	1.00			8.00		1.38	$ 835.00	$ -	$ 835.00	
700	**Construction Services**								-	$ -	$ -	$ -	$ 53,186.30
	Construction Aministration		75.00						9.38	$ 9,750.00	$ -	$ 9,750.00	
	RPR					400.00			50.00	$ 34,000.00	$ 6,036.30	$ 40,036.30	
	Project Close-out	2.00	8.00						1.25	$ 1,360.00	$ -	$ 1,360.00	
	Record Drawings		4.00	16.00					2.50	$ 2,040.00	$ -	$ 2,040.00	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
GRAND TOTAL		34.0	306.0	581.0	97.5	400.0	10.0	0.0	178.60	$ 149,640.00	$18,135.00	$ 167,775.00	



7th and Canterbury Stormwater Project

N

0 125 250 500 Feet

olsson

COUNCIL BILL NO. 2020-150 ORDINANCE NO

AN ORDINANCE approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; 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 Work Authorization OLC-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane, a 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 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 consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-150

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance