COUNCIL AGENDA
September 5, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Clifford Wert With Connect2Culture To Address City Council

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The August 21, 2017 City Council Meeting

   2. Minutes Of The August 28, 2017 Special Joplin City Council Meeting

   3. Amended Council Bill No. 2017-270

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located (210 acres) north of Highway FF and east of Prigmor Road in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. Shaw that Amended Council Bill No. 2017-270 be passed on First Reading and advanced to Second and Third Reading.

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2017-150
       AN ORDINANCE authorizing the City of Joplin to enter into an agreement with A-Y-1, LLC for the purpose of construction of storm water and street improvements on 22nd Street from Florida Ave to Highview Ave for the not to exceed price of Four Hundred Fifty-Seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

       Documents:

       SUMMARY SHEET CB 2017- 150 22ND STREET SIDEWALK-CONSTRAWARD.PDF
       BID TAB FORM.PDF
       CITY COUNCIL EXHIBIT FOR 22ND STREET SIDEWALK IMPROVEMENTS.PDF
       AGREEMENT.PDF
       CB 2017-150.PDF

2. COUNCIL BILL NO. 2017-151
AN ORDINANCE approving an amendment to the Work Authorization with Olsson & Associates Inc. (JET), in an amount not to exceed Twenty-Three Thousand Six Hundred Fifty-Nine and no/100 Dollars ($23,659.00) for professional engineering consulting services for the Mohaska Trail project, and containing an emergency clause.

Documents:

CB 2017- 151 SUMMARY SHEET.PDF
JOPLIN ENGINEERING AMENDMENT 2 TO WORK AUTHORIZATION JET CDBG DR-1 TRAIL....PDF
STUDY AREA MAP PUBLICMAP -8X11.PDF
CB 2017-151.PDF

3. COUNCIL BILL NO. 2017-374
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2126 Empire Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-374 BID.PDF
CB 2017-374 PICTURE.PDF
CB 2017-374.PDF
CB 2017-374 SUMMARY.PDF

4. COUNCIL BILL NO. 2017-375
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1110 S. Moffet. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-375 BID.PDF
CB 2017-375.PDF
CB 2017-375 SUMMARY.PDF
CB 2017-375 PICTURE.PDF

5. COUNCIL BILL NO. 2017-515
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-515 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-515 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-515 SCHEDULE A BUDGET AMENDMENT SEPTEMBER 2017.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2017-272
       AN ORDINANCE requesting to review the Final Plat of CEDAR POINT Plat 2, located approximately 200 feet north of the intersection of West 28th Street and Lois Lane-Schuber Mitchell Homes.

       Documents:

       CB 2017-272 MIN.PDF
       CB 2017-272 SUMMARY.PDF
       CB 2017-272.PDF
       CB 2017-272 STAFF REPORT.PDF

    2. COUNCIL BILL NO. 2017-607
       This Council Bill approves the agreement between Choice Marketing and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2020 fiscal year.

       Documents:

       CVB MEDIA BUYER AGREEMENT 2018-20 COUNCIL BILL CB2017-607.PDF
       CVB MEDIA BUYER AGREEMENT 2018-20 GREEN SHEET CB2017-607.PDF
       2017-RFP-08 CVB MEDIA BUYER.PDF
       2017-RFP-08 MEDIA BUYER BID FORM.PDF
       AGREEMENT-CVB MEDIA BUYER 2017.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Declare Excess Surplus Property For The Annual Auction.

    2. News From The PIO

    3. Budget Work Session

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 5, 2017
Council Bill No. 2017-150

Item: Construction Contract with A-Y-1, LLC for the Construction of Storm Water and Street Improvements on 22nd Street from Florida Ave to Highview Ave.
Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Council Bill No. 2017-150

Department Head: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a construction contract with A-Y-1, LLC in the amount of $457,565.35 (Four Hundred Fifty-Seven Thousand Five Hundred Sixty-Five and 35/100 Dollars) for the Construction of Storm Water and Street Improvements on 22nd Street from Florida Ave to Highview Ave, funded through CDBG-DR.

Background: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of Community Development Block Grant –Disaster Recovery (CDBG-DR) funds. One of the projects included in the approved list was Construction of Storm Water and Street Improvements on 22nd Street from Florida Ave to Highview Ave. The project includes new curb & gutters, storm sewers & inlets, sidewalk on one side of the street, concrete gutter crossings, and new asphalt pavement. The design was completed earlier this year and easements have been acquired for the work.

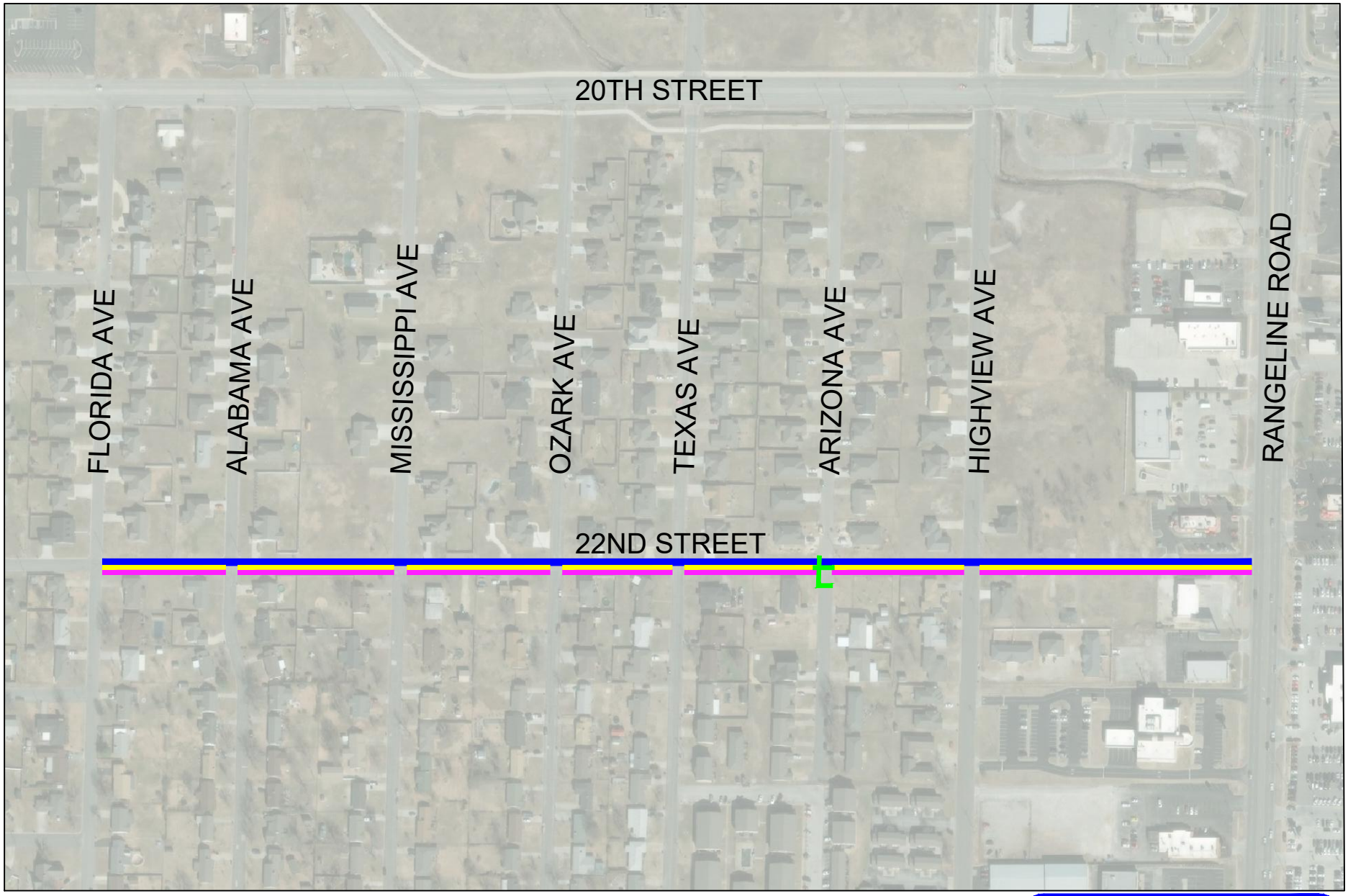
Discussion: City staff followed the city of Joplin procurement policy. Bids were opened on August 8, 2017 with 7 firms bidding. A-Y-1, LLC provided the lowest bid which was below the engineer's estimate.

Recommendation: City staff recommends approval of a construction contract with A-Y-1, LLC in the amount of $457,565.35 (Four Hundred Fifty-Seven Thousand Five Hundred Sixty-Five and 35/100 Dollars) for the Construction of Storm Water and Street Improvements on 22nd Street from Florida Ave to Highview Ave, be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: 22nd Street Florida Ave to Highview Ave
DATE OF BID OPENING: August 8, 2017

CONTRACTOR	BID
A-Y-1 LLC	457,565.35
Emery Sapp & Sons	476,559.60
Branco Enterprise	594,816.50
Sprouls Construction	795,294.45
Engineering Estimate	515,649.00



NEW SIDEWALK
NEW STORM PIPE AND INLETS
NEW CURB AND GUTTER
NEW PAVEMENT

GRID

SCALE: 1"=300'

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MO 64801 • PHONE (417) 782-7399

AGREEMENT

CITY OF JOPLIN AND A-Y-1, LLC

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, 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:

22ND STREET
FLORIDA AVENUE TO HIGHVIEW AVENUE

STORMWATER AND STREET IMPROVEMENTS

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by March 15, 2018.

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

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

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at

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

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

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

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

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

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

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

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

b. **Commercial General Liability Insurance**, including coverage for 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Fifty-seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

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

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

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

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

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

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

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

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

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

any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

19. **Liability and Indemnity**.

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

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

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

that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

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

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

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

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

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of

"building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

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

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

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

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

    Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Fifty-seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35), said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

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

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

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

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

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

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

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

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

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

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

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

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

    b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the

contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

37. **Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block

Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

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

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

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

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

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

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

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

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

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

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

the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

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

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

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

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

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

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

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

a. The work to be performed under this contract is subject to the requirements of Section 3 of

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

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

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

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

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

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

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

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

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

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

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

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

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

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

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

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

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

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

50. **Authorized Employees**. Contractor acknowledges that 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.

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

52. **City of Joplin Conflict of Interest.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

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.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

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

COUNCIL BILL NO. 2017- 150 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with A-Y-1, LLC for the purpose of construction of storm water and street improvements on 22nd Street from Florida Ave to Highview Ave for the not to exceed price of Four Hundred Fifty-Seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and A-Y-1, LLC for the purpose of construction of storm water and street improvements on 22nd Street from Florida Ave to Highview Ave for the not to exceed price of Four Hundred Fifty-Seven Thousand Five Hundred Sixty-five and 35/100 Dollars ($457,565.35) a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "1", be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

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

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-150

I hereby certify that a sufficient amount is available in the -c-DNA-dr Fund Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 5, 2017
Council Bill No. 2017-151

Item: Amendment No. 2 to Work Authorization with Olsson Associates Inc.(JET), for Professional Engineering Consulting Services for the Mohaska Trail project.

Originating Department: Public Works – Engineering

Attachments: 1) Council Bill No. 2017-151
2) Amendment No. 2
3) Exhibit: Trail Study Area

Department Head: Troy Bolander
Department Head: David K. Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Amendment No. 2 to Work Authorization No. JET CDBG DR-1 TRAIL with Olsson Associates Inc. (JET) in the not to exceed amount of $23,659.00 for Professional Engineering Consulting Services for the Mohaska Trail project.

Background: As a part of the Capital Plan for use of Round 1 Community Development Block Grant-Disaster Recovery Funds approved by City Council on July 6, 2015, the construction of trails in the recovery area was included. The Mohaska Trail project will result in a 10-foot wide trail running from Main Street near 27th Street to Mohaska Ave., to Picher Ave., then north to connect Cunningham Park and Mercy Park at 26th and McClelland Ave. See the attached Trail Study Area exhibit. The original vision was to also build a trail along St. John's Blvd. to connect the trail to 32nd Street near Freeman Hospital. As design progressed, the portion along St. John's Blvd. was removed from the project due to its estimated cost. Recently, however, funding has become available through MoDOT's Transportation Alternatives Program (TAP).

Discussion: On January 28, 2016, the City of Joplin entered into an Agreement for Professional Engineering Services with Olsson Associates, Inc., representing the JET group of consultants. The scope of services within the original Work Authorization and Amendment No. 1 included an

estimate of work required for right of way procurement services. Now that the design is complete, the right of way needs are known, which is more extensive than originally estimated. Additionally, extra work is now required for JET to satisfy MoDOT's TAP requirements for the St. John's Blvd, portion of the trail system. This Amendment compensates Olsson Associates for these additional efforts. Olsson's fees fall within industry standards.

Recommendation: City staff recommends that approval of Amendment No. 2 to Work Authorization JET CDBG DR-1 TRAIL with Olsson Associates Inc.(JET) for the not to exceed amount of $23,659.00 for Professional Engineering Consulting Services for the Mohaska Trail project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 S. Main Joplin, Missouri 64801	
Attention: David Hertzberg, PE Troy Bolander		Attention: Clayton Cristy, PE, CFM Jack Schaller, PE	
Department: Public Works Planning and Development Services		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax: 417-625-4738	Amendment 2, Right of Way Negotiations	

AMENDMENT _2___ TO WORK AUTHORIZATION NUMBER _JET CDBG DR-1 TRAIL_____
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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number JET CDBG DR-1 TRAIL exceed the sum of Twenty Three Thousand Six Hundred Fifty Nine Dollars ($____23,659_____).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Olsson Associates
Engineer: DBA: Joplin Joint Engineering Team

Name & Title of Staff Project Manager

By: John S. Olsson

Printed Name: John S. Olsson

Title: Senior Vice President

Date: 8/22/17

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

CITY OF JOPLIN, MISSOURI

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

Date:

APPROVED AS TO FORM

Peter Edwards, City Attorney

By:
Troy Bolander
Director of Planning & Development

Date:

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 TRAIL AMENDMENT 2

The following Clarification of Services, Assumptions, and Exclusions is an Amendment to Work Authorization Number JET CDBG DR-1 TRAIL executed originally on 1-28-16.

A. PROJECT DEFINITION: MOHASKA TRAIL PROJECT

Mohaska Trail Project includes the addition of a trial that connects Cunningham Park to Mercy Park, then to Mohaska Park, then up to 26th Street, and finally over to Main Street. The trail generally runs along 26th, down St Johns, across 28th Street, over to Jackson, along old Mohaska Road right of way, over to Pearl, up to 26th Street, and across to Main. Included as well is a connection from 28th Street to 32nd Street along Old St Johns Blvd. The trial would be a minimum of 10 feet wide to provide space for pedestrians and Bicyclists.

B. CLARIFICATION OF SERVICES – Right of Way Services

Right of Way Services: The JET will perform Right of Way service for the project, which includes negotiation services associated with the easements and rights of way along the project corridor. Specific services include:

1. Read and understand construction plans, appraisals reports, land and easement documents.
2. Prepare the required documents for distribution regarding the easement/right of way acquisition process. The documents shall meet CDBG, MODOT, HUD and The Uniform Relocation Assistance and Real Property Acquisition Act (1970) requirements.
3. Distribute required documents to property owners regarding easement and right of way acquisition.
4. Communicate verbally and in written correspondence to property owners.
5. Review of City provided appraisals. (This shall not be considered a "Review Appraisal" as defined by federal agencies)
6. Utilize combined procedures of CDBG and MODOT acquisition directives and HUD acquisition process.
7. Meet with properties owners and communicate the combined acquisition process for CDBG and MODOT.
8. The acquisition process shall adhere to The Uniform Relocation Assistance and Real Property Acquisition Act (1970).
9. Order appraisal reports, review appraisals. (Additional Services)
10. Negotiate property acquisitions and maintain negotiation reports.
11. Prepared documents for closing on properties purchased for right of way.
12. Forward documents to the County for recording.
13. Maintain spreadsheets and reports for tracking projects.

14. Assist citizens in obtaining information regarding CDBG projects and property ownership issues.

C. PROJECT ASSUMPTIONS

1. Negotiation shall include up to three contracts the owner. After three contacts with the owner we will request direction from the City on how to proceed (condemnation or continued negotiations with Read and understand construction plans, appraisals reports, land and easement documents.
2. 34 Easements
3. 23 Property owners

D. EXCLUSIONS

1. Right of Way monumentation
2. All services not specifically listed are assumed to be excluded

Appendix A
Total Project Fee

AMENDMENT 1 TO JET CDBG DR-1 TRAIL
Based on 2017 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 1,906
2	Right of WayNegotiations	$ 21,754
	Total Project Cost (Not Including Construction Inspection)	**$ 23,660**
	Total Project Cost (Including Construction Inspection)	**$ 23,660**

Billing Rate Table
Joplin CDBG PAP 7-1

Classifications	2016	2017	2018
Design Services			
Principal in Charge	$255.00	$262.65	$270.53
Program Manager	$185.00	$190.55	$196.27
Client Manager	$180.00	$185.40	$190.96
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$155.00	$159.65	$164.44
Project Engineer	$132.00	$135.96	$140.04
Associate Engineer	$116.00	$119.48	$123.06
Assistant Engineer	$96.00	$98.88	$101.85
Senior Landscape Architect	$150.00	$154.50	$159.14
Project Landscape Architect	$110.00	$113.30	$116.70
Design Associate	$107.00	$110.21	$113.52
Senior Technician	$86.00	$88.58	$91.24
Associate Technician	$72.00	$74.16	$76.38
Assistant Technician	$61.00	$62.83	$64.71
Student Technician	$61.00	$62.83	$64.71
Field Services			
Senior Surveyor	$148.00	$152.44	$157.01
Surveyor	$92.00	$94.76	$97.60
Survey 1-Man Crew	$120.00	$120.00	$120.00
Survey 2-Man Crew	$150.00	$150.00	$150.00
Senior Scientist	$148.00	$152.44	$157.01
Project Scientist	$112.00	$115.36	$118.82
Associate Scientist	$90.00	$92.70	$95.48
Certified Welder Inspector	$100.00	$103.00	$106.09
ICC Welding Inspector	$100.00	$103.00	$106.09
Bolting Inspector	$100.00	$103.00	$106.09
Standby Time	$100.00	$103.00	$106.09
Steel Technician	$100.00	$103.00	$106.09
Steel Technician Standby	$100.00	$103.00	$106.09
Steel Technician Overtime	$150.00	$154.50	$159.14
Steel Technician Re-Observation	$100.00	$103.00	$106.09
Steel Technician Re-Observation OT	$150.00	$154.50	$159.14
NDT Level II Technician	$110.00	$113.30	$116.70
NDT Level II Standby	$110.00	$113.30	$116.70
NDT Level II Double Time	$220.00	$226.60	$233.40

Classifications (cont.)	**2016**	**2017**	**2018**
NDT Level III Technician	$285.00	$293.55	$302.36
NDT Technician Overtime	$165.00	$169.95	$175.05
NDT 2 Man Crew	$170.00	$175.10	$180.35
NDT 2 Man Crew Re-Observation	$170.00	$175.10	$180.35
NDT 2-Man Crew Overtime	$255.00	$262.65	$270.53
NDT 2-Man Crew Double Time	$340.00	$350.20	$360.71
NDT 3 Man Crew - A (1 Level II)	$235.00	$242.05	$249.31
NDT 3-Man Crew - A (1 Level II) Overtime	$352.50	$363.08	$373.97
NDT 3 Man Crew - B (2 Level II)	$290.00	$298.70	$307.66
NDT 3-Man Crew - B (2 Level II) Overtime	$435.00	$448.05	$461.49
NDT Support Crew	$60.00	$61.80	$63.65
Technician	$60.00	$61.80	$63.65
Technician Re-Observation	$60.00	$61.80	$63.65
Technician Standby	$60.00	$61.80	$63.65
Technician – Overtime	$90.00	$92.70	$95.48
Senior Technician	$70.00	$72.10	$74.26
Senior Technician Re-Observation	$70.00	$72.10	$74.26
Senior Technician Standby	$70.00	$72.10	$74.26
Senior Technician – Overtime	$105.00	$108.15	$111.39
NACE Inspection	$100.00	$103.00	$106.09
NACE Inspection Overtime	$150.00	$154.50	$159.14
SWPPP Inspections	$85.00	$87.55	$90.18
Administrative Services			
Administrative Coordinator	$80.00	$82.40	$84.87
Administrative Assistant	$66.00	$67.98	$70.02
Network Systems Administrator	$97.00	$99.91	$102.91
Secretarial	$52.00	$53.56	$55.17

OLSSON ASSOCIATES

Field Service Unit Rate Table
Joplin CDBG PAP 7-1

Unit Code and Description		2016 Rates	2017 Rates	2018 Rates
STDPCTR OLA	Standard Proctor	$165.00	$169.95	$175.05
MODPCTR OLA	Modified Proctor	$205.00	$211.15	$217.48
OVSZCMP OLA	Oversize Correction	$60.00	$61.80	$63.65
ATERBRG OLA	Atterberg Limits	$90.00	$92.70	$95.48
CLFRPRT	Clay Lumps & Friable Particles in Aggregates	$315.00	$324.45	$334.18
CUTRIAX	Consolidated Undrained Triaxal Comp	$1,600.00	$1,648.00	$1,697.44
CUTRIAX	Consolidated Undrained Triaxal Comp-Remold	$1,950.00	$2,008.50	$2,068.76
LA ABR	Degradation of Aggregate by LAR Machine	$400.00	$412.00	$424.36
DLTMIL	Deleterious Content of Aggregates	$60.00	$61.80	$63.65
	Lightweight Particles in Aggregates	$200.00	$206.00	$212.18
GRAD>34 OLA	Gradation > 3/4"	$120.00	$123.60	$127.31
GRAD<34 OLA	Gradation < 3/4"	$100.00	$103.00	$106.09
MGA S OLA	Grain Size Analysis (Sieves)	$100.00	$103.00	$106.09
MGA H OLA	Grain Size Analysis (Hydrometer)	$165.00	$169.95	$175.05
RELDT	Min/Max Index Density & Unit Weight (Vibatory Table)	$236.00	$243.08	$250.37
RRG	Particle Size Analysis of Riprap Materials	$1,200.00	$1,236.00	$1,273.08
P-200 OLA	Percent Fines (Passing #200)	$60.00	$61.80	$63.65
SPCFGVT OLA	Specific Gravity of Course Aggregate	$145.00	$149.35	$153.83
SPCFGVT OLA	Specific Gravity of Fine Aggregate	$145.00	$149.35	$153.83
%FR CA	Percentage of Fractured Particles in Course Aggregate	$90.00	$92.70	$95.48
MC OLA	Percent Moisture Content	$11.00	$11.33	$11.67
CNHDPRM OLA	Permeability of Granular Soils (Constant Head)	$150.00	$154.50	$159.14
FHDPRM OLA	Permeability of Granular Soils (Falling Head)	$150.00	$154.50	$159.14
	Moisture Content by Microwave	$16.00	$16.48	$16.97
DRYDENS OLA	Dry Density Test	$21.00	$21.63	$22.28
DST	Direct Shear Test of Soils (1 pt)	$450.00	$463.50	$477.41
1 PT	One Point Procter Verification	$55.00	$56.65	$58.35
ORGIMP OLA	Organic Impurities in Fine Aggregate	$95.00	$97.85	$100.79
UCT OLA	Unconfined Compressive Strength - Soil	$47.00	$48.41	$49.86
CMPS RC	Unconfined Compressive Strength - Rock	$57.00	$58.71	$60.47
UUTRIAX	Unconsolidated-Undrained Triaxial Compression	$150.00	$154.50	$159.14
UNIT WT	Unit Weight	$65.00	$66.95	$68.96
COMPS C OLA	Compressive Strength - Concrete Cylinder	$19.00	$19.57	$20.16
COMPSCC OLA	Compressive Strength - Concrete Core	$52.00	$53.56	$55.17
COMPS G OLA	Compressive Strength - Grout	$38.00	$39.14	$40.31
COMPS B OLA	Compressive Strength - Block	$115.00	$118.45	$122.00

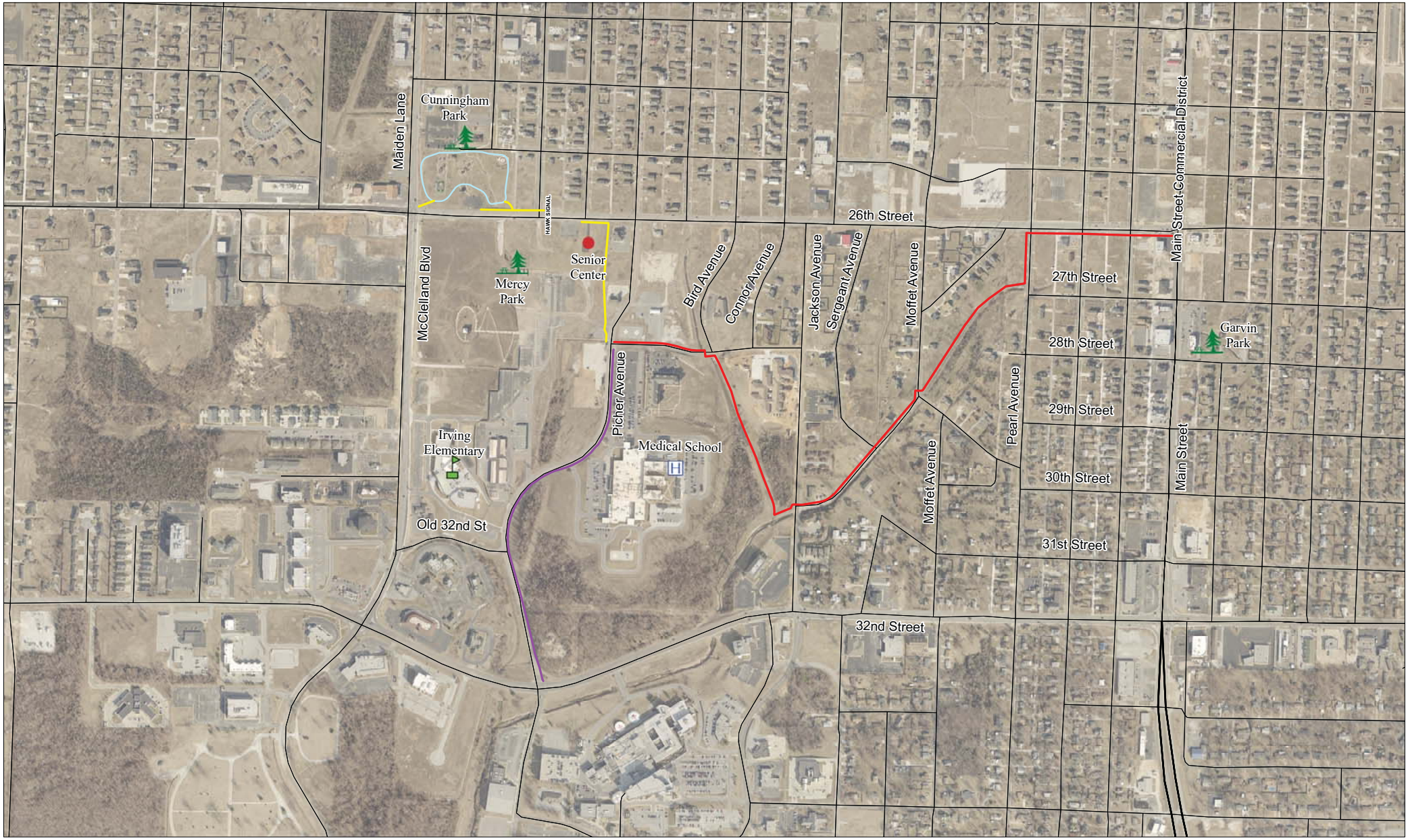
Unit Code and Description (cont.)		2016 Rates	2017 Rates	2018 Rates
HLWPRSM OLA	Compressive Strength - Block Prism	$145.00	$149.35	$153.83
COMPS M OLA	Compressive Strength - Mortar	$38.00	$39.14	$40.31
C BEAM (3 PT)	Flexural Strength - Concrete Beam 3 Point	$62.00	$63.86	$65.78
FLXST OLA	Flexural Strength - Concrete Beam Center PT	$62.00	$63.86	$65.78
CORDNST OLA	Core Density	$28.00	$28.84	$29.71
CORTHIK OLA	Core Thickness	$22.00	$22.66	$23.34
MVE OLA	Vapor Emission Test Kit	$45.00	$46.35	$47.74
A MX VRF OLA	Asphalt Mix Verification Test	$1,250.00	$1,287.50	$1,326.13
A IGNOV OLA	Oil Content - Ignition Method	$170.00	$175.10	$180.35
ARVD	Percent Air Voids in Compacted Paving Mix	$30.00	$30.90	$31.83
CORDNST OLA	Bulk Specific Gravity	$29.00	$29.87	$30.77
A EX	Quantitative Extraction of Bituman Paving Mix	$175.00	$180.25	$185.66
	Gyratory Compaction Bulk Specific (1-point)	$140.00	$144.20	$148.53
MAR D OLA	Marshall Density	$155.00	$159.65	$164.44
STA/FLO	Marshall Stability and Flow	$270.00	$278.10	$286.44
SIEVE	Sieve Analysis of Extracted Gravity	$100.00	$103.00	$106.09
SPCFGZVT OLA	Theoretical Maximum Specific Gravity	$175.00	$180.25	$185.66
TRQWNCH OLA	Torque Wrench	$60.00	$61.80	$63.65
CORMCH OLA	Concrete Coring Equipment - Per Day	$145.00	$149.35	$153.83
MBLAB OLASI	Mobile Lab - Per Month	$400.00	$412.00	$424.36
	Construction Vehicle - Per Mile	$0.75	$0.77	$0.80

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00	$83.00
Senior Designer II	$74.00	$76.00	$78.00
Survey Manager / PLS	$83.00	$85.00	$88.00
Survey Crew Chief	$69.00	$71.00	$73.00
Survey Crew Member	$57.00	$59.00	$61.00
2 Person Survey Crew	$126.00	$130.00	$134.00
3 Person Survey Crew	$181.00	$186.00	$192.00
4 Person Survey Crew	$238.00	$245.00	$252.00
Traffic Data Collector	$27.00	$28.00	$29.00
Engineering Technician	$59.00	$61.00	$63.00
Administrator	$32.00	$33.00	$34.00
Clerical	$27.00	$28.00	$29.00

Vehicle	Per Federal Rate	
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day



June 2017

CJW

JET JOINT ENGINEERING TEAM

Legend

- Red Route
- Yellow Route
- Purple Route (Alternate)
- Existing Trails

CITY OF JOPLIN

Trail Study Area

0 250 500 1,000 1,500 Feet

N W E S

COUNCIL BILL NO. 2017-151 ORDINANCE NO

AN ORDINANCE approving an amendment to the Work Authorization with Olsson & Associates Inc. (JET), in an amount not to exceed Twenty-Three Thousand Six Hundred Fifty-Nine and no/100 Dollars ($23,659.00) for professional engineering consulting services for the Mohaska Trail project, and containing an emergency clause.

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

Section 1. That Amendment No. 2 to the Work Authorization with Olsson & Associates Inc.(JET), in an amount not to exceed Twenty-Three Thousand Six Hundred Fifty-Nine and no/100 Dollars ($23,659.00) for professional engineering consulting services for the Mohaska Trail project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit 1, 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. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund. within the FY 2016-2017 budget.

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.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-151

I hereby certify that a sufficient amount is available in the -c-DNA-dr Fund Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CLOSING DATE:	4-Aug-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	2126 S. Empire Ave.

COMPANY	BIDS
Big John's	$2,800.00
Jordan Disposal	$2,000.00
Nelson's Enterprises	$3,199.00






COUNCIL BILL 2017-374
2126 S. EMPIRE



COUNCIL BILL NO. 2017 – 374 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2126 Empire Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Two Thousand 00/100 Dollars ($2,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2126 Empire 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 2126 Empire Ave. and legally described as:

ALL OF LOT NUMBERD EIGHTY (80) IN T.W. CUNNINGHAM'S ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date September 5, 2017

Item: COUNCIL BILL NO. 2017-374
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 374
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 2126 S. Empire.

Summary: The above listed address was "tagged" as a dangerous building on April 11, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code) on July 21, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on August 4, 2017 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Demolition	$ 3,199.00
Jordan Disposal	$ 2,000.00
Big Johns	$ 2,800.00

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

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 2,000.00 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.

CLOSING DATE:	4-Aug-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	1110 S. Moffet Ave

COMPANY	BIDS
Big John's	$3,000.00
Jordan Disposal	$2,000.00
Nelson's Enterprises	$4,199.00

COUNCIL BILL NO. 2017–375 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1110 S. Moffet. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars (2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Two Thousand 00/100 Dollars ($2,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1110 S. Moffet.

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 1110 S. Moffet. and legally described as:

ALL OF LOT NUMBERD EIGHTY-TWO (82) IN CARTER'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 _____, 2017, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date September 5, 2017

Item: COUNCIL BILL NO. 2017-375
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 375
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 1110 S. Moffet.

Summary: The above listed address was "tagged" as a dangerous building on April 11, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code) on July 21, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on August 4, 2017 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Demolition	$4,199.00
Jordan Disposal	$2,000.00
Big Johns	$3,000.00

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

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 2,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.


COUNCIL BILL 2017-375
1110 S. MOFFET




GATORADE



City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 5, 2017

ITEM: COUNCIL BILL NO. 2017-515
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

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

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

Here is the explanation for the items in Schedule A:

- Amending the Health Administration, Parks Administration and Solid Waste Management Budgets for $1,000.00 each for the property tax fee to surrounding fire districts for the various voluntary annexations.
- Amending the Street Maintenance Utility Cut revenue and expenditure lines for $250,000.00. The City contracts for this service and bills the respective utility companies for the repairs to the streets.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $250,000.00 and increases expenditures by $253,000.00.

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

COUNCIL BILL NO. 2017-515 **ORDINANCE NO.**

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

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

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

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

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenue by the total amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) and by increasing appropriations by the total amount of Two Hundred Fifty-Three Thousand Dollars and No Cents ($253,000.00) 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 revenues and appropriations.

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

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

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
29-Aug-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
110	Health Fund					
				$	-	
	Administration	110-3501-550-5035	Property Tax Services			1,000
	Total Health Fund			$	-	1,000
115	Parks Fund					
				$	-	
	Administration	115-6501-560-5035	Property Tax Services			1,000
	Total Parks Fund			$	-	1,000
120	SWM Fund					
				$	-	
	Administration	120-4510-540-5035	Property Tax Services			1,000
	Total SWM Fund			$	-	1,000
140	TST Fund					
	Service Charges & Fees	140-0000-440-0501	Utility Cuts	$	250,000	-
	Street Maintenance	140-4520-530-4110	Utility Cuts			250,000
	Total Sewer Fund			$	250,000	250,000
	Grand Total			$	250,000	253,000

P & Z Case 024-17
Schuber Mitchell Homes.

Case 024-17: Located approximately 200 feet north of the intersection of West 28th Street and Lois Lane – A request to review Cedar Point Subdivision Plat 2 – Schuber Mitchell Homes.

Mr. Duncan asked if there was anyone else to speak in favor?

Dan Mitchell, 1621 Anderson Dr, Webb City, MO. This project is an extension of Cedar Point Plat 1 which was previously approved by Planning and Zoning and City Council. This is Plat 2, and it complies with all necessary zoning codes. There were a few changes made; one of which was to push West 27th Place through over the drainage, which creates more access and exits for the houses. This brings the plat into compliance with the International Fire Code.

Mr. Duncan asked if there were any questions from the Commissioners? On the Plat, the lot sizes are 65' or more but what are the squiggle lines on the street?

Mr. Mitchell stated that they represent radiuses; they notate points of curvature in the roadway or parcel. The lot size is better reflected by the rear lot width.

Mr. Duncan asked if there was anyone else that would like to speak in favor of this case?

Wayne Stevenson, Anderson Engineering, Civil Engineer for Dan Mitchell. He was there to give his blessing to this project.

Mr. Duncan wanted to know what other issues did they bring into compliance from before?

Mr. Stevenson stated that the drainage was resized to the east.

Mr. Duncan asked if there was anyone to speak against the zoning request. There was none.

Mr. Duncan Closed the Public Hearing.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. CORTEZ, THAT CASE 024-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. DERMOTT, MRS. BRUECKNER-SEARS, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 5, 2017

Item: COUNCIL BILL NO. 2017-272
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-272
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 08/14/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 6 In Favor, 1 Absent

SUMMARY/REQUEST:
Case 024-17: Located approximately 200 feet north of the intersection of West 28th Street and Lois Lane – A request to review Cedar Point Subdivision Plat 2 – Schuber Mitchell Homes.

STAFF SUMMARY:
This final plat approval is for Cedar Point Plat 2. This addition will be a 31-lot single-family residential subdivision at the Southwest Corner of South Even Avenue and 26th Place, located just west of the Cedar Ridge neighborhood and Cedar Point Plat 1. The preliminary plat for this subdivision was originally approved in 2006 but was never constructed. Schuber Mitchell Homes purchased the land and would like to create a 31-lot residential subdivision. These lots meet the standards of the City of Joplin Subdivision Regulations. Specifically, per the previous recommendation of the Planning and Zoning Commission, the lots within the subdivision meet our 65' width requirement. Additionally, infrastructure plans for this subdivision have been submitted to the City of Joplin for review and approval.

Staff recommends approval of Case 024-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, 1621 Anderson Dr, Webb City, MO. This project is an extension of Cedar Point Plat 1 which was previously approved by Planning and Zoning and City Council. This is Plat 2, and it complies with all necessary zoning codes. There were a few changes made; one of which was to push West 27th Place through over the drainage, which creates more access and exits for the houses. This brings the plat into compliance with the International Fire Code.

PUBLIC COMMENT:
Wayne Stevenson, Anderson Engineering, Civil Engineer for Dan Mitchell. He was there to give his blessing to this project.

P & Z Case 024-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-272 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of CEDAR POINT Plat 2, located approximately 200 feet north of the intersection of West 28th Street and Lois Lane-Schuber Mitchell Homes.

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

Section 1. That the grades in the Plat of CEDAR POINT Plat 2 located approximately 200 feet north of the intersection of West 28th Street and Lois Lane in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE NORTH 88°30’54” WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 722.65 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 1°14’51” WEST, 592.00 FEET; THENCE SOUTH 88°31’40” EAST, 73.41 FEET; THENCE SOUTH 1°14’51” WEST, 183.05 FEET; THENCE 20.58 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2766.80 FEET AND A CHORD BEARING NORTH 89°08’00” WEST, 20.58 FEET; THENCE SOUTH 1°14’51” WEST, 124.73 FEET TO A POINT ON THE NORTH LINE OF CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 22, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; THENCE NORTH 88°30’54” WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 341.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOIS LANE AS PLATTED IN SAID CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1; THENCE SOUTH 1°57’08” WEST ALONG SAID RIGHT-OF-WAY LINE, 33.99 FEET; THENCE NORTH 88°30’54” WEST ALONG THE NORTH LINE OF SAID CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1, 135.44 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 1°38’01” EAST ALONG SAID WEST LINE, 933.97 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 88°30’54” EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 417.98 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 9.26 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statues of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: August 14, 2017
City Council Meeting: September 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 024-17 Final Plat review

NAME OF SUBDIVISION Cedar Point

LOCATION Approximately 200 feet north of S Lois Lane and W 28th Street

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-1, Single-Family Residential

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	N/A	R-1	R-1	N/A
Land Use	Jasper County	Residential	Residential	Jasper County

SUBDIVISION

Number of lots
31

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Future Lois Lane	Local	50’
Future W 27th Place	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD? No.

UTILITIES Sanitary sewer already exists in the subdivision. Utilities will be added and extended in future right of way.

FLOOD PLAIN N/A

STAFF ANALYSIS

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

This final plat approval is for Cedar Point Plat 2. This addition will be a 31-lot single-family residential subdivision at the Southwest Corner of South Even Avenue and 26th Place, located just west of the Cedar Ridge neighborhood and Cedar Point Plat 1. The preliminary plat for this subdivision was originally approved in 2006 but was never constructed. Schuber Mitchell Homes purchased the land and would like to create a 31-lot residential subdivision. These lots meet the standards of the City of Joplin Subdivision Regulations. Specifically, per the previous recommendation of the Planning and Zoning Commission, the lots within the subdivision meet our 65' width requirement. Additionally, infrastructure plans for this subdivision have been submitted to the City of Joplin for review and approval.

Staff recommends approval of Case 024-17.

ENCLOSURES

Final Plat

FINAL PLAT OF CEDAR POINT PLAT 2 JOPLIN, JASPER COUNTY, MISSOURI

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- SET SEMI-PERMANENT MONUMENT
- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- CENTERLINE LINE

TYPICAL BUILDING SETBACKS

FRONT – 25'
SIDE – 6'
REAR – 25'
SIDE STREET – 15'
VARIANCES TO SETBACKS ARE NOTED



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE NORTH 88°30'54" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 722.65 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 1°14'51" WEST, 592.00 FEET; THENCE SOUTH 88°31'40" EAST, 73.41 FEET; THENCE SOUTH 1°14'51" WEST, 183.05 FEET; THENCE 20.58 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2766.80 FEET AND A CHORD BEARING NORTH 89°08'00" WEST, 20.58 FEET; THENCE SOUTH 1°14'51" WEST, 124.73 FEET TO A POINT ON THE NORTH LINE OF CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 22, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; THENCE NORTH 88°30'54" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 341.24 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOIS LANE AS PLATTED IN SAID CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1; THENCE SOUTH 1°57'08" WEST ALONG SAID RIGHT-OF-WAY LINE, 33.99 FEET; THENCE NORTH 88°30'54" WEST ALONG THE NORTH LINE OF SAID CEDAR RIDGE SUBDIVISION, PLAT 6, PHASE 1, 135.44 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 1°38'01" EAST ALONG SAID WEST LINE, 933.97 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 88°30'54" EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 417.98 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 9.26 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CERTIFICATE OF THE CITY PLANNING COMMISSION

THIS PLAT OF CEDAR POINT PLAT 2 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS _____ DAY OF _____, _____.

BOB HARRINGTON
CHAIRMAN

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, CHARLOTTE PICKERING, RECORDER OF DEEDS OF JASPER COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, WAS, ON THE _____ DAY OF _____ AT _____O'CLOCK AND _____ MINUTES _____M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK_____, AT PAGE _____.

I WITNESS WHEREOF, I HAVE HEREUNTO SET MAY HAND AND SEAL THIS _____ DAY OF _____, _____.

CHARLOTTE PICKERING
RECORDER

DEPUTY

OWNER'S CERTIFICATE AND DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, DAN MITCHELL, MEMBER OF SCHUBER MITCHELL HOMES, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20 ___.

(Signed)_____
DAN MITCHELL, MEMBER
SCHUBER MITCHELL HOMES, LLC
1621 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAN MITCHELL, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY APPROVAL

THIS PLAT OF CEDAR POINT PLAT 2, INCLUDING EASEMENTS AND RIGHT-OF-WAYS ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE ___ DAY OF _____, _____, JOPLIN, MISSOURI.

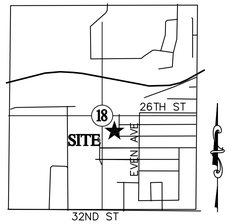
(SEAL)

MICHAEL SEIBERT
MAYOR

ATTEST:

BARBARA HOGELIN
CITY CLERK

PUBLIC WORKS DIRECTOR



LOCATION SKETCH

SECTION 18
T 27 N, R 33 W
SCALE: 1"=2000'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	BEARING	CHORD LENGTH
C1	153.24'	1319.98'	6°39'06"	S05°21'45"W	153.16'
C2	147.44'	1269.98'	6°39'06"	N05°21'45"E	147.35'
C3	150.34'	1294.98'	6°39'06"	S05°21'45"W	150.25'
C4	150.34'	1294.98'	6°39'06"	N05°21'45"E	150.25'
C5	147.49'	1269.98'	6°39'06"	N05°21'45"E	147.35'
C6	153.24'	1319.98'	6°39'06"	N05°21'45"E	153.16'
C7	315.90'	58.50'	309°24'03"	N87°59'27"W	50.00'
C8	15.62'	10.00'	89°30'44"	N46°42'30"E	14.08'
C9	15.79'	10.00'	90°29'16"	S43°17'30"E	14.20'
C10	150.42'	2254.68'	3°49'22"	N89°44'33"E	150.40'
C11	150.09'	2816.80'	3°03'10"	S89°44'46"W	150.07'
C12	151.84'	2279.68'	3°49'03"	N89°44'36"E	151.82'
C13	139.43'	2791.80'	2°51'41"	S89°39'02"W	139.41'
C14	153.59'	2304.68'	3°49'06"	N89°44'40"E	153.56'
C15	137.94'	2766.80'	2°51'23"	S89°39'05"W	137.92'

DEVELOPER AND OWNER

SCHUBER MITCHELL HOMES
1621 ANDERSON DRIVE WEBB CITY,
MISSOURI 64870
PHONE 417-626-7000

ENGINEER / SURVEYOR

ANDERSON ENGINEERING,
811 E. 3RD STREET,
JOPLIN, MISSOURI 64804
JERROD HOGAN, P.L.S.
WAYNE STEPHENSON, P.E.
JOSHUA OATHOUT, E.I.

SOURCE OF DEED

SCHUBER MITCHELL HOMES, LLC
BOOK 2405, PAGE 34

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0255E DATED NOVEMBER 22, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE JULY 07, 2017
ANDERSON ENGINEERING, INC. L.C. 62
by

JERROD L. HOGAN
MO P.L.S. NO. 2004001333

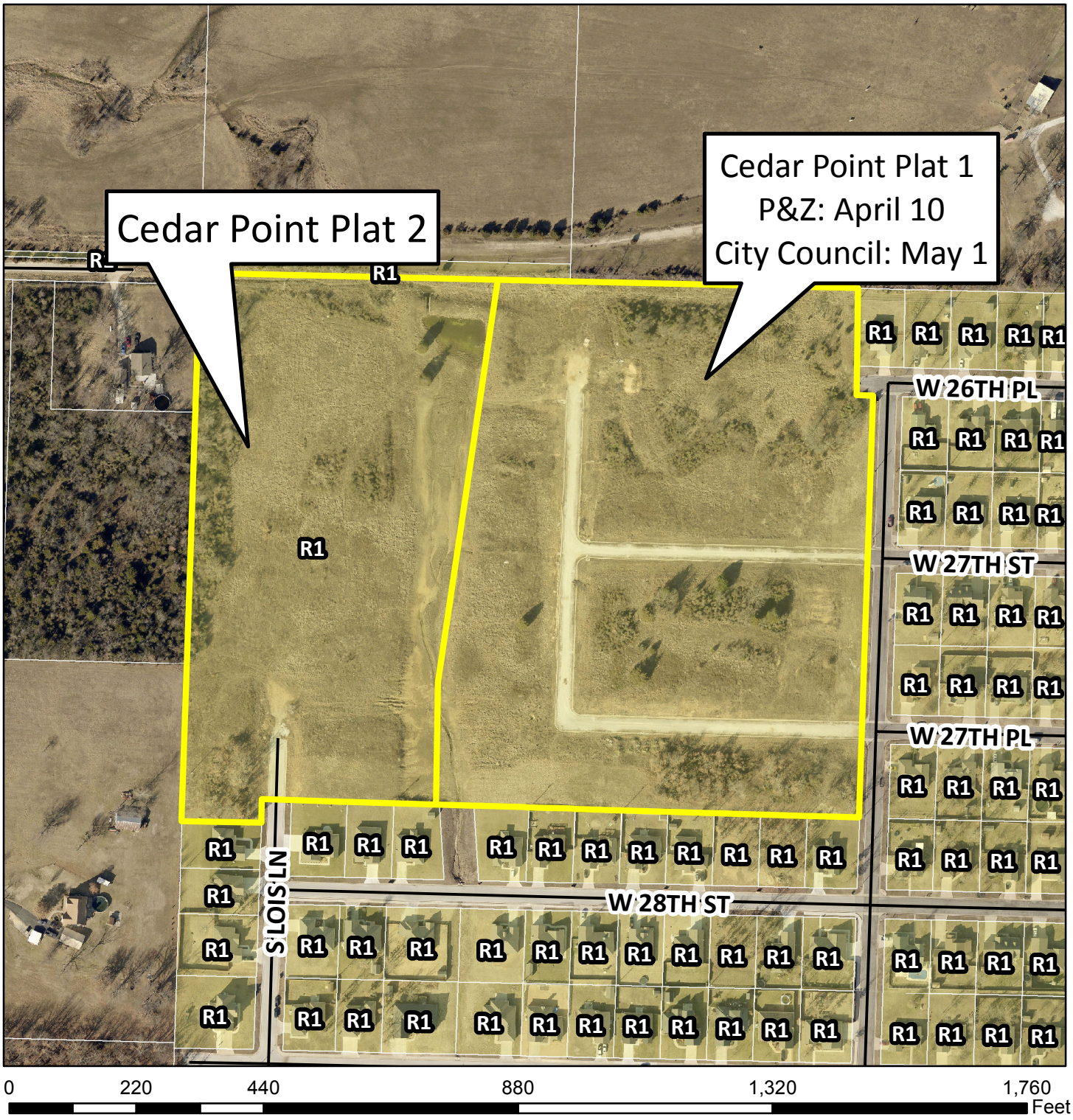
STATE OF MISSOURI
JERROD L. HOGAN
NUMBER PLS-2004001333
PROFESSIONAL LAND SURVEYOR

7-07-17
DATE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
811 E. THIRD STREET · JOPLIN, MISSOURI 64801 · PHONE (417) 782-7399
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION – LC 62

FIELD: DATE: 07-07-17
DRAWN: JCO FIELD BK:
CHECKED: JLH JOB NO: 70046-16

JOP-100-4570
SHT. 1 OF 1 REV. ___



Case 024-17: West 27th Pl and Lois Lane – A request to review a Final Plat for Cedar Point 2 - Schuber Mitchell Homes.

N

COUNCIL BILL NO. 2017-607 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

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

Section 1. That the Agreement governing cooperation between the Choice Marketing and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 5, 2017

ITEM: Council Bill No. 2017-607. This Council Bill approves the agreement between Choice Marketing and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2020 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2017-607, Consultant Agreement.

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill seeks permission from Council for the City Manager to sign an agreement with Choice Marketing of Joplin allowing it to serve as the Print and Digital Media Buyer for the Joplin Convention & Visitors Bureau (CVB) through fiscal years 2018, 2019 and 2020.

SUMMARY:

A part of the CVB's annual budget is dedicated for the placement of advertising, both print and digital, to promote Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential meeting planners whose events are a good match for Joplin events and meetings infrastructure.

As a media buyer, Choice Marketing would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Choice Marketing was selected through the City's bid process. Three other agencies applied.

RECOMMENDATION:

Recommend that Council pass this bill on first reading.

REQUEST FOR BID PROPOSAL PACKAGE

#2017-RFP-08

for

JOPLIN CVB
PRINT & DIGITAL MEDIA BUYER

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Wednesday, August 23, 2017 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

Print and Digital Media Buyer for Tourism Marketing
for the Joplin Convention & Visitors Bureau
annual marketing strategy (FY2018-2020).

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again later. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Wednesday, August 9, 2017

JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

Project Description:

Joplin Convention & Visitors Bureau (JCVB) is seeking a Print and Digital Media BUYER to develop a print and digital media strategy for reaching the travel industry segments of Travel & Leisure, Group Travel, Religious Meetings and Small Meetings for the fiscal years 2018 through 2020, which run November thru October.

The JCVB Print and Digital Media Strategy will be for National and Regional marketing of Joplin, Missouri as a destination. Projected annual print and digital media budget over the life of this agreement is $100,000(+/-).

To assure timeliness in meeting deadlines, the Print and Digital Media Strategy must include, but is not limited to, publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size and campaign/theme. JCVB will have final approval on the Plan's rates, placement and content.

BUYER will place and track ad fulfillment, plus provide invoice auditing, reconciliation and payment.

BUYER will manage advanced marketing on social media accounts (boosting, placing and targeting), to include confines of the State Grant agreements.

BUYER will provide social media, SEO and SEM strategy and analytics.

BUYER will manage the media strategy through to the final insertion.

JCVB will have a series of ads designed within a campaign theme. Our designer will need proper time to prepare the artwork to meet each publication's specifications. BUYER will develop a production timeline.

Invoicing between BUYER and JCVB must be made separately for each purchase during the month of publication. Invoice must clearly show ad cost and buyers percentage. For placement verification a tear-sheet must accompany invoice.

BUYER will also negotiate added value and editorial packages.

Pricing Scenario

Please complete and include this price sheet with your sealed bid.

Price per ad _____% (percentage of each ad placement)

Agency name: _____

Proposal Requests (50 point selection):

Please submit the following:

1. Buyer's percentage on placement or hourly rate, as applicable (20 points)
2. Buyer's experience within the travel industry (10 points)
3. Buyer's experience with digital marketing (10 points)
4. References within the travel industry (5 points)
5. Buyer's strength in market research and analytics (5 points)

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to CONTRACT the following service:

JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

MARK BID ENVELOPES: "BID 2017-RFP-08, JOPLIN CONVENTION & VISITOR'S BUREAU PRINT & DIGITAL MEDIA BUYER, BY NOON, WEDNESDAY, AUGUST 23, 2017"

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phone 417.625.4789.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2017-RFP-08 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: August 23, 2017 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** August 23, 2017, 3:40 p.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
#1	**Choice Marketing** **501 E. 7th Street** **Joplin, MO 64801**	August 16, 2017	Cameo Harrington charrington@choicemarketing.biz	417.626.0101	N	12% per ad placement (including digital)
	EXAMPLE: At this placement rate of 12% per ad placement, a $3,000 print ad would cost the JCVB $3,360. A $200 monthly digital campaign on Facebook would cost $224, with no charge for reporting. Total to JCVB = $3,584.					
#2	**VE Victory Enterprises** **680 Greenview Drive** **St Louis, MO 63122**	August 17, 2017	Joe Lakin joe@victoryenterprises.com	563.884.4444	N	14% per ad placement (including digital)
	EXAMPLE: At this placement rate of 14% per ad placement, a $3,000 print ad would cost the JCVB $3,420. A $200 monthly digital campaign on Facebook would cost $228, with no charge for reporting. Total to JCVB = $3,648.					
#3	**Carr Strategies** **600 E. 61st Terrace** **KC MO 64110**	August 22, 2017	Alan Carr alan@carrstrategies.com	816.786.0793	N	15% per ad placement (including digital)
	EXAMPLE: At this placement rate of 15% per ad placement, a $3,000 print ad would cost the JCVB $3,450. A $200 monthly digital campaign on Facebook would cost $230, with no charge for reporting. Total to JCVB = $3,680.					
#4	**Little Bird Marketing** **1027 S. Main Street** **Joplin, MO 64801**	August 23, 2017	Priscilla McKinney info@littlebirdmarketing.com	417.782.1780	N	15% per ad placement (including digital)
	EXAMPLE: At this placement rate of 15% per ad placement, a $3,000 print ad would cost the JCVB $3,450. A $200 monthly digital campaign on Facebook would cost $230, with no charge for reporting. Total to JCVB = $3,680.					
#5	**KM Guru Marketing** **321 Virginia Avenue** **Joplin, MO 64801**	August 23, 2017	Kate (Moss) DeGraff kate@kmgurumarketing.com	408.766.4878		5% Print 17% Digital
	EXAMPLE: At 5% print/17% digital placement rates, a $3,000 print ad would cost the JCVB $3,150. A $200 monthly digital campaign on Facebook would cost $234, with no charge for reporting. Total to JCVB = $3,384.					

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2017-RFP-08 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: August 23, 2017 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** August 23, 2017, 3:40 p.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
#6	**Revel Advertising** **429 N. Boonville** **Springfield, MO 65806**	August 23, 2017	Chris Jarratt chris@reveladvertising.com	417.368.6966 x102	N	12% per ad placement (including digital)
	EXAMPLE: At the placement rate of 12% per ad placement, a $3,000 print ad would cost the JCVB $3,360. A $200 monthly digital campaign on Facebook would cost $224, with no charge for reporting. Total to JCVB = $3,584.					
N/A						
	NOTES:					
N/A						
	NOTES:					
N/A						
	NOTES:					
N/A						
	NOTES:					

2017-RFP-08 Scoring

Print and Digital Media Buyer for Tourism Marketing for the JCVB annual marketing strategy (FY2018-2020)

		1	2	3	4	5	6
		Choice Marketing	**Victory Enterprises**	**Carr Strategies**	**Little Bird Marketing**	**KM Guru Marketing**	**Revel Advertising**
	% for PRINT placement	**12%**	**14%**	**15%**	**15%**	**5%**	**12%**
	% for DIGITAL placement					**17%**	
	Location:	Joplin	St Louis	K.C.	Joplin	Joplin	Springfield
	Selection criteria (50-points possible):						
1	Buyer's percentage on placement or hourly rate, as applicable (20 points)	20	14	12	12	14	18
2	Buyer's experience within the travel industry (10 points)	10	8	10	1	1	6
3	Buyer's experience with digital marketing (10 points)	10	9	10	10	8	9
4	References within the travel industry (5 points)	4	4	5	1	1	1
5	Buyer's strength in market research and analytics (5 points)	4	3	5	4	2	3
	Total Score	48	38	42	28	26	37

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Choice Marketing, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City of Joplin's Convention and Visitors Bureau; and

WHEREAS, Consultant desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

1. The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

a. Request for Proposals for the CVB Media Buyer Contract dated August 9, 2017, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Proposal Letter dated August 2017, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Attachment B. All covenants, conditions, specifications and terms contained in Attachment B are a part of this Agreement.

ARTICLE II - AGREEMENT SCOPE AND TIME

1. The time and scope of work under this Agreement is from the date of this Agreement through October 31, 2020, unless terminated earlier as provided herein.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

Article V – COSTS AND PAYMENT

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on a percentage basis, according to the following schedule:

    a. 12% of net expenditure per media buy.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City, unless approved by the City in a signed writing. Total costs for the project shall not exceed 12% of net expenditure per media buy. For example, if the net media buy is $1,000, Consultant shall be paid a fee of $120. Consultant agrees that it has reviewed the scope of work and that it can provide the consulting services within this budget. Consultant shall provide the City a proposal that outlines the scope of work, deadlines, and shall submit a monthly invoice to City based on services rendered to date in accordance with the work schedule.

3. City will remit payment of said monthly invoice within 30 days.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

1. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

9. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

10. TERMINATION. The City of Joplin may terminate this Agreement by giving sixty (60) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE VIII – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

Choice Marketing

BY: _____

By: Karen Plott

Date: _____

FOR THE CITY OF JOPLIN

BY: _____

By: Sam Anselm

Interim City Manager

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards

City Attorney

Exhibit “A”

REQUEST FOR BID PROPOSALS