COUNCIL AGENDA
Monday, September 16, 2019
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. Joplin High School Student Council (JHS STUCO) To Present An Update To City Council On Joplin High School Events.

   2. Proclamation To Proclaim The Week Of September 17-23, 2019 As U.S. Constitution Week

      Documents:

      DAR-CONSTITUTION WEEK 2019.PDF

   3. Project Hearthstone Update

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Susan Lincoln, Corinth, Texas, Would Like To Speak On Solace House Of The Ozarks.

7. **Public Hearings**

8. **Consent Agenda**

   1. September 3, 2019 Informal Council Meeting Notes

      Documents:

      INF NOTES SEPT 3, 2019.PDF

   2. Minutes Of The September 3, 2019 City Council Meeting

      Documents:

      SEPT 3, 2019.PDF

   3. COUNCIL BILL NO. 2019-272

      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri.

      Documents:

CB2019-272.PDF

4. COUNCIL BILL NO. 2019-274

AN ORDINANCE providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property.

Documents:

CB2019-274.PDF

5. COUNCIL BILL NO. 2019-402

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB2019-402.PDF

9. Resolutions

1. RESOLUTION 2019-009
A RESOLUTION Authorizing the City Manager to submit a resolution of support for the application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funds for Pennsylvania Avenue viaduct improvements

Documents:

RES 2019-009 SUMMARY.PDF
EXHIBIT II-PENN VIADUCT-MODEL.PDF
RS 2019- COST SHARE PENN VIADUCT.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2019-147
AN ORDINANCE authorizing an agreement with Joplin Industrial Electric Company Inc., in the not to exceed amount of One Hundred Seventy-Two Thousand Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) for the LED Traffic Signal Replacement 2019-2020 Project; and containing an emergency clause.

Documents:

SUMMARY SHEET LED TRAFFIC LIGHT REPLACEMENT.PDF
BID TAB LED TRAFFIC LIGHT REPLACEMENT.PDF
CB LED TRAFFIC LIGHT REPLACEMENT.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING -

2019_1 LED TRAFFIC LIGHT REPLACEMENT.PDF

2. COUNCIL BILL NO. 2019-148

AN ORDINANCE approving a purchase order for Six Hundred Fifty-one Thousand Forty-Six and No/100 Dollars ($651,046.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project ; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-148 SUMMARY SHEET - ACE - WO 2019-02 - FOR DH.PDF
CB 2019-148 PO EXHIBIT - WO 2019-02 COST ESTIMATE AND MAP.PDF
CB 2019-148 COUNCIL BILL - PO FOR WO 2019-02.PDF

3. COUNCIL BILL NO. 2019-149

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vistacor Investment Group, Inc., a Pennsylvania Corporation, for the purchase of certain real estate for the not to exceed price of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-NINE AND 50/100 DOLLARS ($524,839.50) more particularly described in Section 1 herein; authorizing the Interim City Manager to execute said Agreement in substantially similar form by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2019-149 REAL ESTATE AGMT.PDF
VISTACOR ROW ACQUISITION_06.26.19.PDF
REAL ESTATE AGREEMENT COJ - VISTACOR RE 15TH ST PCE EDITS 8 22 2019.PDF
CB 2019-149 REAL ESTATE CONTRACT VISTACOR INVESTMENT GROUP INC. RE 15TH AND RANGELINE.PDF

4. COUNCIL BILL NO. 2019-150

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the not to exceed amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-150 SUMMARY SHEET - ASBELL FILMORE BRIDGE PARALLEL FM.PDF

CB 2019-150 COUNCIL BILL - CONSTRUCTION AGREEMENT FILMORE BRIDGE PARALLEL FM.PDF
CB 2019-150 AGREEMENT - JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2019.PDF
CB 2019-150 BID TAB SUMMARY - FILMORE BRIDGE PARALLEL FORCE MAIN.PDF
CB 2019-150 MAP ASBELL FILMORE BRIDGE PARALLEL FM.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. Declare Excess Surplus Property For The Annual City Of Joplin Auction.

    2. News From Public Information Officer Lynn Onstot

    3. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

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

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

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

PROCLAMATION

PROCLAIMING SEPTEMBER 17-23, 2019 AS
CONSTITUTION WEEK

WHEREAS, it is the privilege and duty of the American people to commemorate the 232nd anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

WHEREAS, the Daughters of the American Revolution, which is a women's volunteer service organization whose mission is to promote historic preservation, education and patriotism, proudly supports Constitution Week.

NOW, THEREFORE I, Gary Shaw, Mayor of the City of Joplin, Missouri do hereby proclaim the week of September 17 through 23, 2019 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 16th day of September 2019.

_____

Gary L. Shaw, Mayor

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
SEPTEMBER 3, 2019

Mayor Shaw called the September 3, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

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

Introduction of new Library Director Jeana Gockley/Library Update

Ms. Gockley stated she has been the Joplin Public Library Director for 8 weeks and is enjoying the position and learning a lot. Her previous Library experience included working for the Joplin Public Library as the Children's Librarian for 12 ½ years. In 2016, she became the Library Director for McDonald County. Following that and immediately prior to becoming the Joplin Library Director, she was a Branch Manager for Springfield Greene County Library. Each of those experiences will greatly benefit her new position and Library Director.

Director Gockley stated she likes the slogan that was created when the new library was being designed and built: "Make Joplin at the Center of it All" because she thinks it fits well with all they're trying to achieve.

Her top priorities as Director are working on the 2019-2020 budget; developing a new Strategic Plan and striving to make the library a larger part of the businesses community by working with the Joplin Area Chamber of Commerce to bring the Kaufman Foundation's 1 Million Cups program to Joplin. This program is for local entrepreneurs to network with each other over coffee. The free sessions typically last 1-2 hours and are designed to give entrepreneurs feedback about what they can improve.

Other services the Library provides are meeting room spaces; faxing, copying and printing services; data bases for things such as market research; and a genealogy department.

The Library will have the largest mobile World War I museum during the week of September 8**.** The museum will open for visitors on Sunday, September 8 and will remain open until Friday, September 13; with a closing reception scheduled from 6 to 7:30 pm on Thursday, September 12. All ages are encouraged to attend this memorable and moving experience in the library's Community Room, during regularly scheduled library hours.

Any other business

Mr. Cortez asked for an update on the city manager search. Mayor Shaw stated the advertisement brochure went out nationwide a couple of weeks ago and the City will accept applications through September 20. At that time, the search firm will provide a list of applicants for the Council's review and proceed with interviews after that.

The meeting adjourned at 5:38 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SEPTEMBER 3, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards. Absent: Taylor Brown. Motion by Mr. Stanley, second by Mr. Cortez to excuse Mr. Brown. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Sara Fisher, 1456 Crestwood Drive, addressed the City Council regarding maintenance practices at Joplin parks. She asked if the City Parks Department can find an alternative for weed control instead of using Round Up. Parks Director Paul Bloomberg replied that the City is testing some organic herbicides, however, they don't last as long as Round Up, and they are much more expensive. Director Bloomberg stated the City is also short on manpower. Mr. Stanley suggested City Staff get together to come up with ways to do things better with maintaining parks with the resources we have. Ms. Fisher suggested there are grants available that might be helpful in this situation.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2017-272

Mayor Shaw opened the Public Hearing.

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No.2019-272 - an ordinance approving the voluntary

annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2019-272 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2019-272.**

Public Hearing for Council Bill No. 2019-273

Mayor Shaw opened the Public Hearing.

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-273 – an ordinance amending Ordinance No. 2004-256 passed by the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-O property as described below and located 2307 Connecticut Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez to Strike Council Bill No. 2019-273 from the agenda. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. Council Bill No. 2019-273 was **Stricken** from the agenda.

Public Hearing for Council Bill No. 2019-274

Mayor Shaw opened the Public Hearing.

No one appeared in favor of or in opposition to this item.

The Public Hearing was closed.

Mr. Lawson introduced Council Bill No. 2019-274 - an ordinance providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2019-274 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2019-274.**

CONSENT AGENDA

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

August 19, 2019 Informal Council Meeting Notes

Minutes of the August 19, 2019 City Council Meeting

Minutes of the August 26, 2019 Special City Council Meeting

COUNCIL BILL NO. 2019-617 - an ordinance approving the applications of Active Lifestyle Inc., for Joplin Memorial Run; George A. Spiva Center for the Arts, for Master Level Art Instruction; Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Joplin Arts Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 23rd annual Carl Junction Bluegrass Festival; Joplin Disc Golf Club for 15th annual Four State Open; Rufus Racing, for 12th annual Summer Roundup Triathlon; Emancipation Celebration Committee for Emancipation Park Day Celebration; Ozark Christian College, for 2020 Conference Series; Downtown Joplin Alliance for 2020 Event Marketing Campaign; Historic Murphysburg Preservation, Inc for the 2019 and 2020 Home for the Holidays events; George Washington Carver National Monument, for Marketing 2020 Park Events; Missouri Southern State University Alumni Association for Alumni Tracking Software; Joplin History and Mineral Museum, for a 2020 Marketing Campaign and upgrade to the Bonnie and Clyde Exhibit; Wildcat Glades Friends Group, for 2020 Event Marketing; ProMusica for 2020 Concert Series; and a Joint Marketing Effort with the Carthage CVB for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds**. Ordinance No. 2019-130**

RESOLUTIONS

Dr. Reid Adams introduced Resolution No.2019-008- a resolution authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2020 Historic Preservation Fund Grant for the National Historic Register Nomination of Memorial Hall. Motion by Dr. Reid Adams, second by Mr. Stanley to approve Resolution No. 2019-008. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. **Resolution No. 2019-008.**

Clifford Wert, 407 S. Pennsylvania, addressed the City Council in support of this item.

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2019-145 - an ordinance approving a construction agreement with McClanahan Construction Company in the not to exceed amount of One Million, Five Hundred Thirty-eight Thousand, Six Hundred and No/100 Dollars ($1,538,600.00) for the Turkey Creek WWTF Tertiary Filter Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2019-145 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. Council Bill No. 2019-145 was declared adopted and entitled **Ordinance No. 2019-131**

Mr. Stinnett introduced Council Bill No. 2019-146 -an ordinance approving Change Order #2 for the 7th and Illinois Area Stormwater Improvements project, in the amount of One Hundred Five Thousand Four Hundred Twenty-Five and 00/100 Dollars ($105,425.00) funded through the Parks and Storm Water Sales Tax; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2019-146 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. Council Bill No. 2019-146 was declared adopted and entitled **Ordinance No. 2019-132**

Mr. Cortez introduced Council Bill No. 2019 – 368 - an ordinance approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 812 S. Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred Ninety nine and 00/100 Dollars ($ 3,699.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-368 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. Council Bill No. 2019-368 was declared adopted and entitled **Ordinance No. 2019-133**

Mr. Stinnett introduced Council Bill No. 2019-618 - an ordinance approving the License Agreement by and between the City of Joplin, Missouri, and Area Agency on Aging Region X, for the license of the land and improvements located at 2616 S. Picher Avenue; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2019-618 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. Council Bill No. 2019-618 was declared adopted and entitled **Ordinance No. 2019-134**

ORDINANCES – FIRST READING

Mr. Cortez introduced Council Bill No. 2019-402 -an ordinance approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2019-402 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2019-402.**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Sales Tax - Proposition B Committee Members

The following citizens were nominated to serve on the Citizens Task Force Committee for Proposition B: Charles Copple, Miles Jensen, Terry Wachter and Warren Turner. Motion by Mr. Stanley, second by Mr. Lawson to approve the slate of nominations as presented. Voting in favor were Council Members: Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. Absent: Brown, 1.

News from the Public Information Officer, Lynn Onstot

Recently the City has received comments about a poor signal or audio quality during the Council meetings. We are working to determine the specific cause and ask our citizens to help us with this.

If viewers experienced problems with the picture or audio during this broadcast, we encourage them to call me this week at 624-0820, ext. 1204. I'd like to know if they are viewing via cable or antenna, along with their address or general location, such as northwest Joplin, or southern area,

etc. This information will help identify details that we can work with SparkLite (Previously CableOne) to ensure a quality broadcast. We also want to thank Missouri Southern and the staff of KGCS-TV in their work during the meeting broadcasts along with assistance on technical matters.

Joplin Memorial Hall is welcoming Roller Derby back to town on Saturday, September 7. It's been two years since Mo-Kan Roller Girlz has had a home venue. The team will also celebrate their 12th birthday when they battle against Fleur DeLinquents Saturday night.

Come out and cheer them on! Doors Open at 6 p.m. with the first whistle at 7 p.m. Tickets are available through one of the team members or can be purchased through the team's Facebook page.

There will be a Veterans Benefits Expo on Thursday, September 12. It will be held from 10 AM to 6 PM at Memorial Hall.

This Benefits Expo is open to all veterans in the Joplin region and is intended to connect ALL veterans with the services, housing, jobs and discounts available to them. All are welcome. To assist with solving any military related benefits, veterans are asked to bring military records with them. This Expo is sponsored by American Legion 13 with other support agencies.

September and October start a busy season of activities and events, so check out visitjoplinmo.com for details about fun things to enjoy in our area.

Comments from Council:
Mayor Shaw gave an update on the City Manager search. He stated the advertisement brochure went out nationwide a couple of weeks ago and the City will accept applications through September 20. At that time, the search firm will provide a list of applicants for the Council's review and proceed with interviews after that.

Mr. Stinnett stated he received messages during the meeting in regard to the microphone on the podium. He asked if instructions can be posted on the podium to remind speakers to adjust the microphone appropriately.

Mayor Shaw congratulated Taylor Brown and his wife on the recent adoption of their baby daughter.

There being no further business, the meeting adjourned at 7:19 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-272-Voluntary Annexation

MEETING DATE:
September 3, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 028-19: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr. – Richard Benson, President of RBC Enterprises

BACKGROUND:
Richard Benson, President of RBC Enterprises, is requesting to voluntarily annex a single tract of approximately 1.7 acres of land containing three apartment buildings, known as Willow Vista Apartment Complex.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within an 100-year floodplain.

PLANNING & ZONING COMMISSION TESTIMONY:

Troy Bolander, 602 S. Main Street, Joplin, MO. Mr. Bolander represents the applicant, part of the reason for the annexation is the City of Joplin has an agreement with Wildwood Subdivision that all property in the subdivision will be annexed into the city. The agreement was sign with Mr. Pinjuv when he first purchased that property. That property was purchased by Mr. Rick Benson, on which he has built apartments.

PUBLIC COMMENT: None.

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

RECOMMENDATION:
Staff recommends approval of Case 028-19.

ATTACHMENTS
CB 2019- 272, Staff Planning Report, P&Z Commission Minutes

CB 2019-272

Case 028-19: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr. – Richard Benson, President of RBC Enterprises

Mrs. Bruckner-Sears has abstained herself from Case 028-19.

Troy Bolander, 602 S. Main Street, Joplin, MO. Mr. Bolander represents the applicant, part of the reason for the annexation is the City of Joplin has an agreement with Wildwood Subdivision that all property in the subdivision will be annexed into the city. The agreement was sign with Mr. Pinjuv when he first purchased that property. That property was purchased by Mr. Rick Benson, on which he has built apartments. They have city utilities and sewer. It is about 1.7 acres and the apartments were built to the city specifications and the building code.

Mr. Ramsour asked if there any questions from the Commissioners?

Ms. Kolkebeck wanted to know what changes the annexation would make if they already have utilities?

Mr. Bolander mentioned that there is savings by being in the City of Joplin. Many times, the Fire District tax is far more than the city tax.

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

MRS. KOLKEBECK MOVED, SECONDED BY MR. EASTMAN, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 028-19. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT, 1 ABSTAINED).

Z&P Meeting: August 12, 2019
City Council Meeting: September 3, 2019

STAFF PLANNING REPORT
Voluntary Annexation

CASE 028-19 A request to voluntarily annex property into the City of Joplin

LOCATION 5703, 5707, and 5711 S. John Duffy Dr., approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr.

APPLICANT Richard Benson, President of RBC Enterprises

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Multi-family Apartments	Approximately 1.7 acres

DISCUSSION

Richard Benson, President of RBC Enterprises, is requesting to voluntarily annex a single tract of approximately 1.7 acres of land containing three apartment buildings, known as Willow Vista Apartment Complex.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within an 100-year floodplain. It is consistent with our future land use map, which indicates this area as a residential and commercial opportunity area.

Staff recommends approval of Case 028-19.

ENCLOSURES

- Map of area to be annexed
- Photo of current site
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Richard Benson president RBC Enterprises Limited Inc.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 25th day of June 2019, before me appeared Richard Benson, to me known to be the President of RBC Enterprises Limited Inc., and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said he acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 6-29-2020.

Lindsay Dunn

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2020

Case 028-19: 3200 Block of S. John Duffy Road



Case 028-19: 3200 Block of S. John Duffy Road - A request to annex into the corporate limits of the City of Joplin - Richard Benson, President of RBC Enterprises

P & Z Case 028-19
Richard Benson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-272 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri.

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

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

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

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

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

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

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

All that part of the North Half (N1/2) of Section 24, Township 27, Range 34, Newton County, Missouri, described as follows: Commencing at the Northeast corner of said Section 24; thence N88°40'30"W along the North line of said Section 24 a distance of 1229.45 feet; thence S00°00'00"E a distance of 329.07 feet to the point on the Western Right-of-Way of John Duffy Drive and the Point of Beginning; thence S31°43'41"E along said Right-of-Way line a distance of 52.21 feet to a curve to the Right having a radius of 260.00 feet; thence along said curve a distance of 184.85 feet to the Northeast Corner of Lot 1 in Quail Park Estates; thence leaving said Right-of-Way N73°00'49" a distance of 198.81 feet to the Northwest Corner of Lot 2 of Quail Park Estates; thence N84°29'46"W a distance of 177.92 feet to the Northeast Corner of Lot 5 of Quail Park Estates; thence N88°50'39"W a distance of 80.01 feet to the Northwest Corner of Lot 5 of Quail Park Estates; thence N0°00'00"W a distance of 145.09 feet; thence N90°00'00"E a distance of 384.121 feet to the Point of Beginning.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 6th day of October 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-274-Utility Easement Vacation

MEETING DATE:
September 3, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 030-19: Utility Easement Vacation – A request to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road - City of Joplin.

BACKGROUND:
The purpose for this utility easement vacation request is to fulfill a commitment to the property owner that the city will vacate the unused sewer easement in exchange for a new sewer easement on their property. This will allow the property owner to develop in the areas where the easement will be vacated.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S Main Street, Joplin, MO. Mr. Stanton stated that this property is located west of the Roper Honda on Range Line Rd. As part of an agreement with the city, a new sewer line and easement running on the north side of that property was installed, so the city would vacate the old easement. This old easement is no longer in use.

Mr. Ramsour asked for an explanation of the new sewer. It will be located farther north than the easement? Mr. Stanton stated that it has already been installed and the easement we are requesting to vacate is no longer active.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends approval of Case 030-19.

ATTACHMENTS
CB 2019- 274, Staff Planning Report, P&Z Commission Minutes

CB 2019-274

Case 030-19: Easement Vacation – A request to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road - City of Joplin.

Keegan Stanton, 602 S Main Street, Joplin, MO. Mr. Stanton stated that this property is located west of the Roper Honda on Range Line Rd. As part of an agreement with the city, a new sewer line and easement running on the north side of that property was installed, so the city would vacate the old easement. This old easement is no longer in use.

Mr. Ramsour asked for an explanation of the new sewer. It will be located farther north than the easement?

Mr. Stanton stated that it has already been installed and the easement we are requesting to vacate is no longer active.

Mr. Ramsour asked if the Commissioners had any questions? They did not.

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

MR. MCCULLOUGH MOVED, SECONDED BY MRS. KOLKEBECK, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 030-19. MOTION CARRIED, MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: August 12, 2019
City Council Meeting: September 3, 2019

STAFF PLANNING REPORT
Vacation

CASE 030-19 A request for the vacation of approximately 0.24 acres (10,283.7 square feet) of a utility easement.

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION A utility easement running Northwest/Southeast located on North side of the 2800 Block of E. Newman Road, approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	0.24 acres (10,283.7 square feet)

REASON FOR VACATION

To come to an agreement with the property owner about a new sewer easement on their property, the City of Joplin committed to vacate the portion of the easement that would no longer be needed.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

No active connection. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities are planned for location in this easement.

DISCUSSION

The purpose for this Vacation request is to fulfill a commitment to the property owner that the city will vacate the unused sewer easement in exchange for a new sewer easement on their property. This will allow the property owner to develop in the areas where the easement will be vacated, if they so choose.

Staff recommends approval of Case 030-19.

ENCLOSURES

- Map
- Application

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 030-19
Filing Fee: $500.00
Date Advertised: 7-28-19
Date Notices Sent 7-24-19
Public Hearing Date: 8-12-19

I. Applicant Name: City of Joplin Phone: 417.624.0820

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

Address: 602 S. Main St. Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

III. Legal Description of area requested to be vacated: See attached.

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

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

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

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

V. Required Attachments:

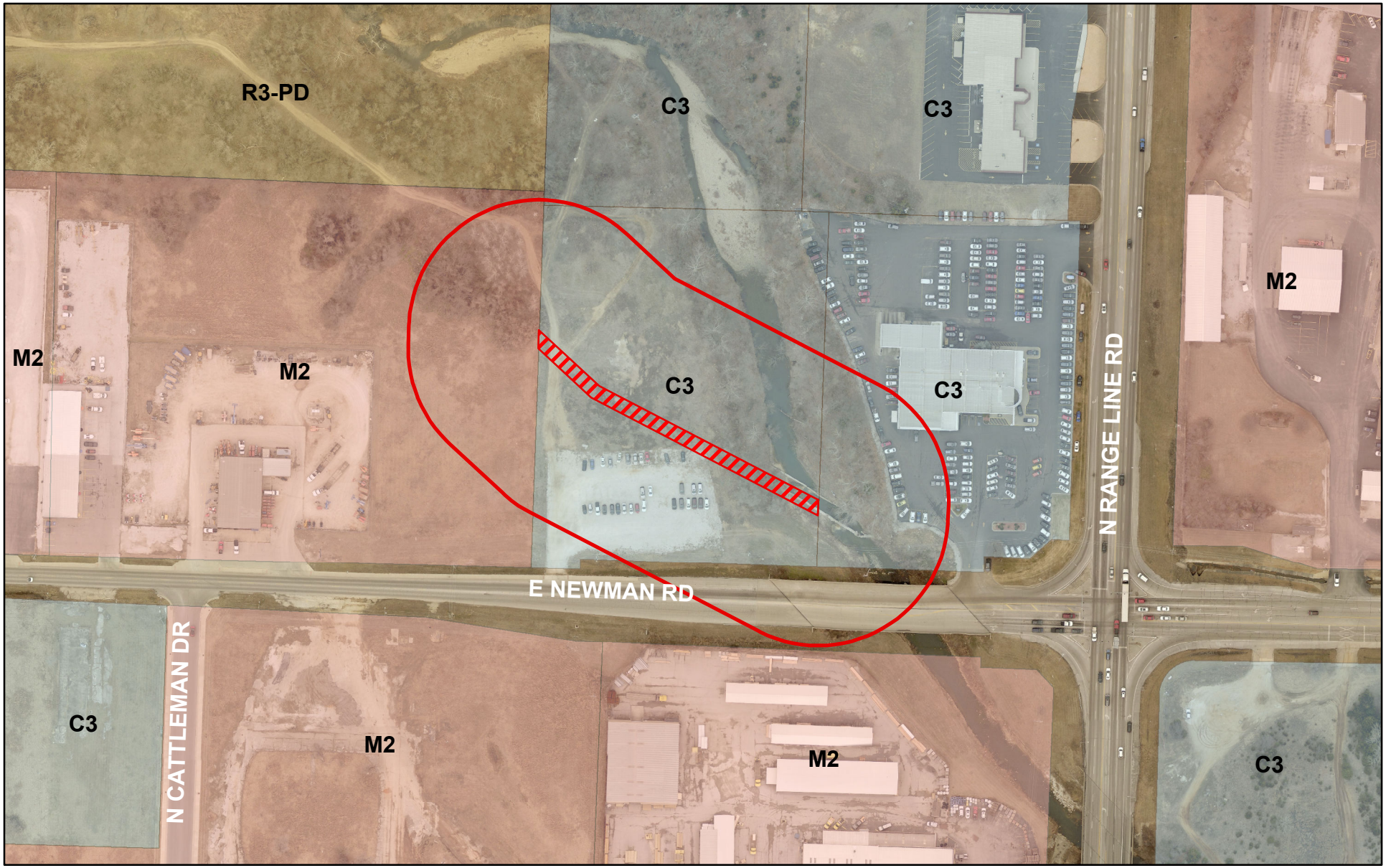
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

Case 030-19: 2800 Block of E. Newman Road



Case 030-19: 2800 Block of E. Newman Road - A request to vacate a utility easement - City of Joplin

0 87.5 175 350 525 700 Feet

N

P & Z Case 030-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-274 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property.

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

Section 1. That part of approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property, described as:

A tract of land being part of the Southeast Quarter of Section 36 Township 28 North Range 33 West all in the City of Joplin, Jasper County, Missouri. Being described more fully as follows: Commencing at the Southeast Corner of said Section 36; Thence N87°53'25"W a distance of 360.05 feet along the South line of said Southeast Quarter, Thence N02°05'32"E leaving said line a distance of 111.16 feet to the Point of Beginning; Thence N83°53'25"W a distance of 48.08 feet; Thence N59°08'26"W a distance of 358.32 feet; Thence N47°32'26"W a distance of 123.94 feet; Thence N02°10'29"W a distance of 26.44 feet; Thence S47°32'26"E a distance of 139.20 feet; Thence S59°08'26"E a distance of 399.73 feet to the Point of Beginning.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-402 – approving agreement between Joplin Area Habitat for Humanity and the City of Joplin for the construction of approximately two houses for the affordable single-family homebuyer HOME Program.

MEETING DATE
September 3, 2019

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

SUMMARY
This Council Bill approves the agreement between the City of Joplin and Joplin Area Habitat for Humanity for the continued operation of the Homebuyer New Construction Sub-Recipient Program in accordance with the 2017 Action Plan.

BACKGROUND
This agreement is for One Hundred Thirty-Two Thousand Five Hundred dollars ($132,500.00) to construct two single-family houses for the Homebuyer New Construction Program. This program is the principle delivery of new housing for the Joplin HOME Consortium. As a sub-recipient in the HOME Investment Partnership Program, Habitat for Humanity acts as the primary developer of affordable single-family housing in the City of Joplin and in the jurisdiction of the Joplin HOME Consortium members.

FUNDING SOURCE
2017 Joplin HOME Consortium funds from the United States Department of Housing and Urban Development. Grant #: M17DC290209

RECOMMENDATION
Staff recommends approval of the agreement.

ATTACHMENTS
CB 2019-402

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 2019, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main Street, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Director of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. Specific PROJECT locations shall be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2019
Start construction – Project # 2	Winter 2019
Project Completion Date	Summer 2020
Home Sold/Occupied	Nine months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed (construction completed and home sold/occupied) **within 4 years of the signing of this agreement**. The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work

tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($132,500.00)

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made

after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. **Affordability (92.252; 92.254):** The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **(Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and

acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

All expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the budget. The DEVELOPER will follow the regulations set forth for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with these regulations will not be reimbursed by CITY and may be grounds for revocation of funding.

C. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

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

E. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

J. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). 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 DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER 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 by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER 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.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government 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, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section 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 DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER agrees to send to each labor organization or representative of workers with which the contractor 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. The DEVELOPER 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 DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The DEVELOPER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but 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 DEVELOPER's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by

giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Thomas Walters
Community Development Planner

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2017, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $132,500.00 budgeted in the 2017 Action Plan to assist in the development approximately **two (2)** single family homes. Specific project locations will be determined at a later date. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

• Uniform Building Code (ICBO)
• National Building Code (BOCA)
• Standard Building Code (SBCCI)

OR

• Council of American Building Officials one- or two-family code (CABO) OR
• Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

<u>Project close-out</u>

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Winter 2019
Start construction – Project # 2	Winter 2019
Project Completion Date	Summer 2020
Home Sold/ Occupied	Within 9 months of Construction Completion

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2019-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Joplin Area Habitat for Humanity, are desirous of entering into an agreement whereby Joplin Area Habitat for Humanity will manage the 2017 Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, Joplin Area Habitat for Humanity is entered for one hundred thirty-two thousand five hundred dollars ($132,500.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____vote.

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2019- 009 Council support of an application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funding for Pennsylvania Avenue Viaduct improvements.

MEETING DATE
September 16, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Resolution authorizes the Interim City Manager to submit a resolution of support, as part of the grant application packet, to the Missouri Department of Transportation, Governor's Transportation Cost Share Program.

BACKGROUND
The Pennsylvania Avenue viaduct, opened in 1928, underwent a MoDOT inspection in February 2019. In its current condition, MoDOT deemed the viaduct unsafe for use, and it was closed to vehicular and pedestrian traffic. This closure has caused access to local businesses and amenities to become more difficult, therefore impacting the local economic environment of the area.

A funding opportunity is available through the Governor's Transportation Cost Share Program to provide financial assistance for public road and bridge projects. The proposed plan is to remove the unsafe viaduct and replace it with an at-grade road. The estimated cost of this project is $1.83 million; demolition and construction accounts for about $1.4 million. This grant has the potential to pay for up to fifty percent of the demolition and construction cost meaning it could provide up to $700 thousand towards the cost of the project. The City of Joplin would be responsible for the other half as well as right-of-way and engineering costs totaling approximately $1.13 million.

FUNDING SOURCE

N/A

RECOMMENDATION
Staff recommends approval of the resolution that will support the city's application to the Missouri Department of Transportation, for grant funding of the Pennsylvania Viaduct Project.

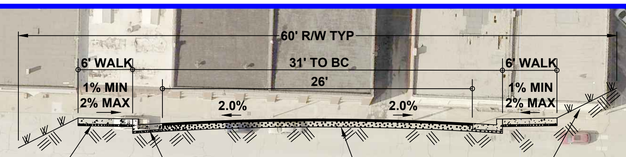
ATTACHMENTS
Resolution 2019-009; Proposed Project Map

VIRGINIA AVE

40 0 40

DWGS PRINTED ON 11"X17" PAPER ARE TO HALF SCALE.

TYPICAL SECTION
2 LANE W/ NO BIKE LANES
N.T.S.



CLASS 'B' CONC SIDEWALK ON BOTH SIDES

STD 6" UPRIGHT C&G OVER 6" LIMESTONE BASE BOTH SIDES

2" ASPHALTIC CONC OVER 2" BLACK BASE OVER 8" LIMESTONE BASE

BACKSLOPE ON 4:1 SL MAX W/ 2" BLACK DIRT & SEED, MULCH, & FERTILIZE BOTH SIDES.

ASPHALT PRIMER SHALL BE APPLIED AT A RATE OF 0.25 GAL PER SQ YD.

7TH ST

COMMERCIAL ALLEY

ARTISTIC ALLEY

5TH ST

DEMOLISH EXISTING VIADUCT

INSTALL BOX CULVERT

BEGIN NEW 30' WIDE STREET ON GRADE

END NEW 30' WIDE STREET ON GRADE

PENNSYLVANIA AVE

PAGE 7 PROPERTIES
215 E 7TH ST

STEPHEN COOPER
215 E COMMERCIAL ALLEY

JOPLIN EMERGENCY MEDICAL SERVICES INC
625 VIRGINIA AVE

UNKNOWN OWNERSHIP

CITY OF JOPLIN
ARTISTIC ALLEY

CENTRAL ASSEMBLY OF JOPLIN, INC
501 VIRGINIA AVE

PAMELA IVEY
301 E 7TH ST

GREG & TAUNYA LESLEY
307 E 7TH ST

CGM INVESTMENTS INC
303 E COMMERCIAL ALLEY

CGM INVESTMENTS INC
S PENNSYLVANIA AVE

CITY OF JOPLIN
606 S KENTUCKY AVE

SAMMY BURKS JR
ARTISTIC ALLEY

ROBERT & TERRY WOOD
501 - 531 PENNSYLVANIA AVE

DEMOLISH EXISTING BUILDING

KENTUCKY AVE

PL

GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONSTRUCTION.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONSTRUCTION.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

MISSOURI ONE CALL SYSTEM, INC. 800-344-7483 STOP - CALL BEFORE YOU DIG

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820
FAX NO: 417-625-4738
E-M: DHERTZBE@JOPLINMO.ORG

REV DATE:	REVISION:
08/16/2019	CREATED DWG

SVYD BY:	N/A
PNT FILE:	N/A
SVY DATE:	N/A
ENGINEER:	HERTZBERG

ACAD DWG FILE & PATH NAME: STREET \ PENN VIADUCT

SCALES: HORZ: 1" = 40' VERT: N/A

DWN BY:	STAFF
CKD BY:	JOHNSON
APD BY:	JOHNSON
DATE:	08/2019

PROJECT

CONCEPTUAL DRAWING OF PENNSYLVANIA VIADUCT DEMOLITION

PLAN NO: 0000

SHEET 1

RESOLUTION NO. 2019-009

A RESOLUTION authorizing the City Manager to submit a resolution of support for the application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funds for Pennsylvania Avenue viaduct improvements.

WHEREAS, the Pennsylvania Avenue viaduct, in its current condition, has been deemed unsafe for use and closed to vehicular and pedestrian traffic.

WHEREAS, the closure has caused access to local businesses and amenities to become more difficult, therefore impacting the local economic environment of the area.

WHEREAS, the City desires to replace the Pennsylvania Avenue viaduct, reopening the more efficient route to surrounding businesses and providing a safe passageway for pedestrian traffic.

WHEREAS, the Missouri Department of Transportation has funding available through the Governor's Transportation Cost Share Program to provide financial assistance for public road and bridge projects.

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

Section 1.That the City Council of the City of Joplin appreciates support from the Missouri Department of Transportation and understands the importance of improving public roads and bridges.

Section 2. That the Interim City Manager of the City of Joplin is hereby authorized to execute all documents necessary to carry out the intentions of this Resolution.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of September, 2019 by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-147 – authorizing the City of Joplin to enter into an agreement with Joplin Industrial Electric Company Inc., to replace LED Traffic Signal Lights

MEETING DATE
September 16, 2019

ORIGINATING DEPT
Public Works/Operations

ATTACHMENTS
Council Bill 2019-147; LED Traffic Signal Lights Replacement Agreement; Bid Tabulation

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City of Joplin (COJ) to enter into an agreement with Joplin Industrial Electric Company Inc., in an amount not to exceed One Hundred Seventy-Two Thousand Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) to replace LED Traffic Signal Lights, for the COJ maintained Traffic Signals for the FY 2019 & 2020 years.

BACKGROUND
During Fiscal year 2009, the City of Joplin entered an agreement to have all the city-maintained traffic signals changed to LED lights. Switching to LED lights has provided an approximate energy savings of Thirty-Five Thousand dollars annually. The LED lighting installed in 2009 had a life expectancy of 10-12 years. This agreement is in place to facilitate the replacement of the LED Traffic Signal Lights as they approach the end of their life span. This agreement will be executed over the period of two different fiscal years to replace all the LED lighting in the city-maintained Traffic Lights. The number of LED lights to be replaced in the two-year period is One Thousand Nine Hundred Eleven (1,911), including red, yellow, green, and turn arrow signals. This agreement also serves to facilitate the replacement of the LED lights of the Three Hundred Ninety-Six (396) Pedestrian Crossing Countdown Signals.

City staff prepared bid documents for the project. The bid was conducted in accordance with the City of Joplin procurement policy with Joplin Industrial Electric Company Inc. coming in as the lowest bidder (see attached Bid Tabulation).

FUNDING SOURCE
Transportation Sales Tax (TST) Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis, being an Ordinance dealing with public improvement, 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.

BID TABULATION

PROJECT: LED Signal light Replacement 2019-2020
DATE OF BID OPENING: September 3, 2019 3:00 p.m.

CONTRACTOR	BID
Joplin Industrial Electric	
2019	86,803.76
2020	86,034.35
Total	**172,838.11**
Ewing Signals	
2019	93,111.50
2020	92,096.00
Total	**185,207.50**
Engineer's Estimate 2018 (for Budget)	$160,000.00
2019 5%	$168,000
2020 5%	$176,400

COUNCIL BILL NO. 2019-147 ORDINANCE NO.

AN ORDINANCE authorizing an agreement with Joplin Industrial Electric Company Inc., in the not to exceed amount of One Hundred Seventy-Two Thousand Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) for the LED Traffic Signal Replacement 2019-2020 Project; and containing an emergency clause.

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

Section 1. That an agreement be accepted with Joplin Industrial Electric Company Inc., in the not to exceed amount of One Hundred Seventy-Two Thousand Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) for the LED Traffic Signal Replacement 2019-2020 Project. A true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That 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 Transportation Sales Tax Fund.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2019, by a vote of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2019-147

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND JOPLIN INDUSTRIAL ELECTRIC COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Company Inc. Address: 2202 S Prigmore Ave Joplin, MO 64804	
Attention: Lynden Lawson		Attention: Ryan Zengel	
Department: Public Works – Operations		Phone: 417-623-3425	Fax: 417-623-1313
Phone: 417-624-0820, ext. 560	Fax: 417-625-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

LED Traffic Signal Replacement 2019-2020

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Seventy-Two Thousand, Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amounts of $500 per day for each and every calendar day that contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (Latest Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment

i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Seventy-Two Thousand, Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

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

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

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

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

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

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

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

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

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

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

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

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

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

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

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

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 therefor.

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-148
Purchase Order for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System project

MEETING DATE
September 16, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a Purchase Order to Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project in the amount of Six Hundred Fifty-one Thousand Forty-Six and No/100 Dollars ($651,046.00).

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of Its System Renewal & Sanitary Sewer Overflow (SSO) Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City will be held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. The primary mechanism for the City to meet its AOC goals is by utilizing the Evaluation and Rehabilitation of Wastewater Collection System contracts with Ace Pipe Cleaning, Inc. (Ace).

The current contract with Ace, approved by Council on Nov. 6, 2017, has allowed City staff to issue two purchase orders in FY 2017-2018 totaling $1.15 million, along with a $350,000 purchase order earlier this FY. The proposed purchase order builds on the work done earlier this year, namely, repairing public-side defects discovered during recent smoke testing work and CCTV evaluations. The Exhibit map shows the basins in which reconstruction work will be done.

FUNDING SOURCE
The Wastewater Maintenance fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME

RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

ATTACHMENTS

CB2019-148 Ordinance; Purchase Order Exhibits for Work Order No. 2019-02

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2019-02
2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
66	1	LS	Mobilization	$ 8,000.00	$ 8,000
67	6,000	LF	8" Dia. CIPP	$ 23.25	$ 139,500
69	500	LF	10" Dia. CIPP	$ 26.25	$ 13,125
90	1	LS	Mobilization	$ 2,000.00	$ 2,000
91	3	EA	CIPP Point Repair	$ 1,600.00	$ 4,800
115	1	LS	Mobilization	$ 2,500.00	$ 2,500
116	35	EA	Setup Per Manhole to Manhole Segment	$ 500.00	$ 17,500
117A	55	EA	UV Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,000.00	$ 55,000
132	1	LS	Mobilization	$ 1,100.00	$ 1,100
133	5	EA	Manhole Frame and Cover Replacement- Under Turf	$ 910.00	$ 4,550
134	20	EA	Manhole Frame and Cover Replacement- Under Alley	$ 1,100.00	$ 22,000
135	20	EA	Manhole Frame and Cover Replacement- Under Pavement	$ 2,750.00	$ 55,000
139	360	VF	4' Manhole Renovation - Cementitious w/ Antimicrobial Additive	$ 175.00	$ 63,000
154	1	LS	Mobilization	$ 1,200.00	$ 1,200
155	45	EA	Flexible Chimney Sealant	$ 495.00	$ 22,275
165	1	LS	Mobilization	$ 1,100.00	$ 1,100
168	3	EA	Point Repair Under Turf 6-12' Deep (10' min.)	$ 2,000.00	$ 6,000
169	20	LF	Additional 6-12' Deep Point Repair Under Turf	$ 120.00	$ 2,400
174	5	EA	Point Repair Under Alleyway 6-12' Deep (10' min.)	$ 3,100.00	$ 15,500
175	100	LF	Additional 6-12' Deep Point Repair Under	$ 168.00	$ 16,800
180	5	EA	Point Repair Under Pavement 6-12' Deep (10' min.)	$ 4,400.00	$ 22,000
181	100	LF	Additional 6-12' Deep Point Repair Under Pavement	$ 250.00	$ 25,000
241	1	LS	Mobilization	$ 1,100.00	$ 1,100
243	5	EA	Open Trench Lateral Reconnection Under Turf 6-12' Deep	$ 2,700.00	$ 13,500
246	12	EA	Open Trench Lateral Reconnection Under Alleyway 6-12' Deep	$ 3,400.00	$ 40,800
249	12	EA	Open Trench Lateral Reconnection Under Pavement 6-12' Deep	$ 5,200.00	$ 62,400
282	25	LF	Open Trench Lateral Under Turf 6-12' Deep	$ 85.00	$ 2,125
285	60	LF	Open Trench Lateral Under Alleyway 6-12' Deep	$ 100.00	$ 6,000
288	60	LF	Open Trench Lateral Under Pavement 6-12' Deep	$ 150.00	$ 9,000
314	100	CY	Lead Contaminated Soil Disposal	$ 13.50	$ 1,350
330	4	EA	Trench Plug	$ 1,200.00	$ 4,800
			Construction Subtotal		$ 641,425
			Performance and Payment Bonds (1.5%)		$ 9,621
			Construction Total		$ 651,046

PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2019-02

N
W E
S

ROYAL HEIGHTS AREA

EAST HIGHLAND AREA

ZORA

LONE ELM

MAIN

RANGELINE

7TH

COUNCIL BILL NO. 2019-148 ORDINANCE NO

AN ORDINANCE approving a purchase order for Six Hundred Fifty-one Thousand Forty-Six and No/100 Dollars ($651,046.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a purchase order to Ace Pipe Cleaning, Inc., in the amount of Six Hundred Fifty-one Thousand Forty-Six and No/100 Dollars ($651,046.00) for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

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

_____, 2019 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2019-148

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account No. 415-4542-540-8675 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-149
Approving a Real Estate Contract with Vistacor Investment Group, Inc.

MEETING DATE
September16, 2019

ORIGINATING DEPT
Public Works - Engineering

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance- Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager-Daniel Pekarek

ATTACHMENTS
Council Bill No. 2019-149; Agreement with Vistacor Investment Group, Inc.; Design Exhibit

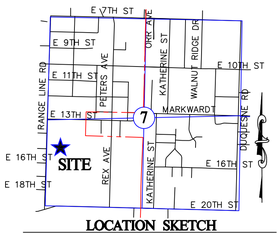
SUMMARY
This Council Bill authorizes the approval of a Real Estate agreement with Vistacor Investment Group Inc. in the amount not to exceed Five Hundred Twenty-Four Thousand Eight Hundred Thirty-Nine and 50/100 Dollars ($524,839.50) for the purchase of certain real property.

BACKGROUND
On January 10, 2005, the City Council adopted Ordinance No. 2005-006 approving the 1717 Market Place Tax Increment Financing Plan. Funds generated in the district were to be used on various infrastructure improvements including the 17th Street extension and a signalized intersection at 17th & Rangeline. Also included in the required improvements was extending 15th Street from Rangeline Road approximately two blocks east. In 2018 the developer approached the City requesting the City provide project management for the 15th Street Extension. The options to manage the project were presented to council, with council providing direction to staff. The City Manager met with the City Attorney, Finance, Zoning & Planning, and Public Works to discuss the request. Staff agreed to manage the project. The amendment to the Market Place 1717 TIF Plan was approved by City Council on May 21, 2018; Ordinance 2018-063.

DISCUSSION
To start construction on the project three key tasks need to be completed. The design must be completed, right of way acquired based on the design, and a permit or cost sharing agreement must be obtained with the Missouri Department of Transportation (MoDOT) for the intersection improvements at 15th & Rangeline Road. The task breakdown is as follows: the City's Attorney is negotiating the right of way purchases, the Public Works engineering division is managing the design with Anderson Engineering as the design consultant and pursuing a cost share agreement with MoDOT.

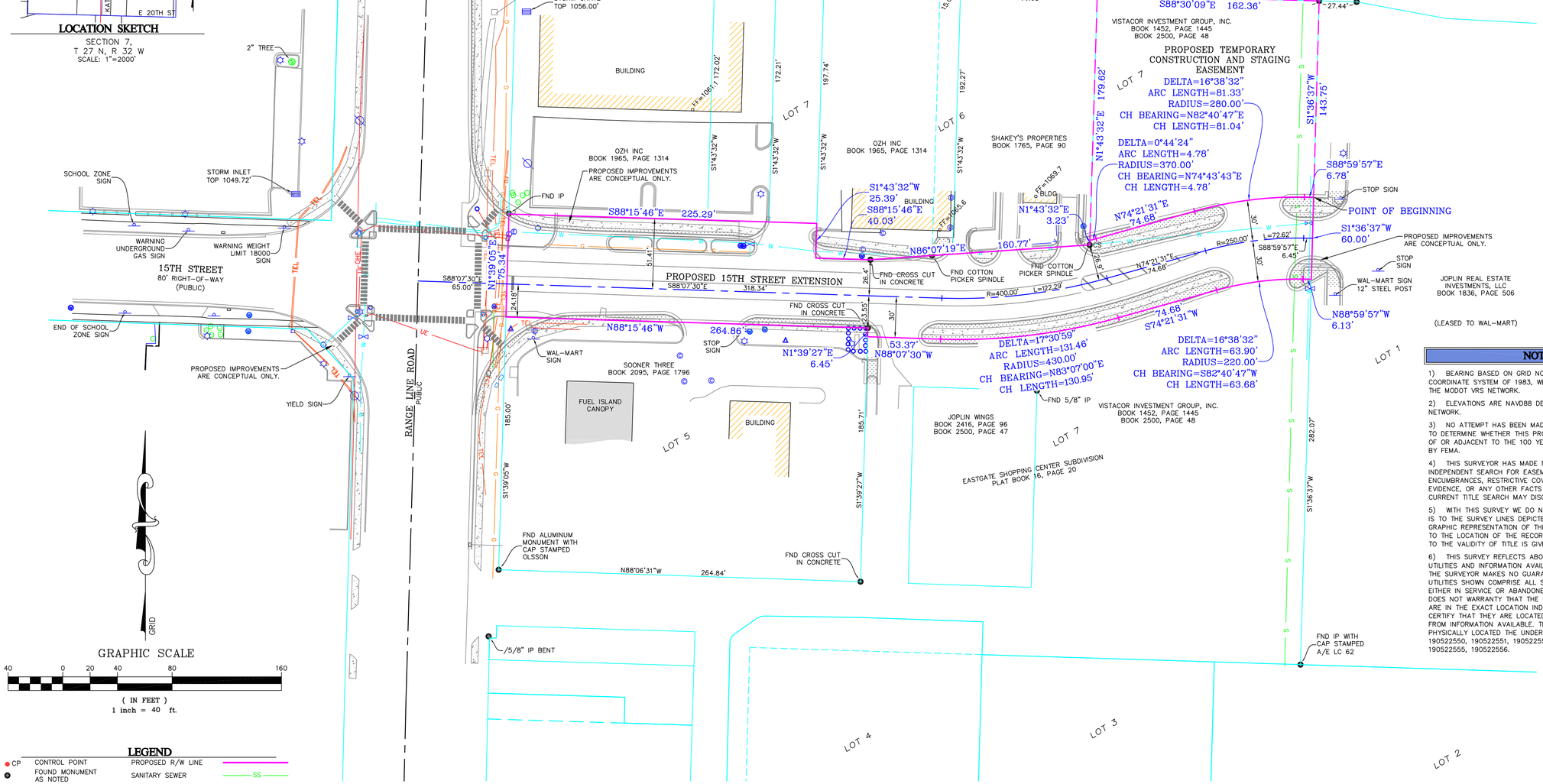
FUNDING SOURCE
Infrastructure Improvements Fund

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2019-149, a Real Estate agreement with Vistacor Investment Group Inc. in the amount not to exceed Five Hundred Twenty-Four Thousand Eight Hundred Thirty-Nine and 50/100 Dollars ($524,839.50) for the purchase of certain real property on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.



LOCATION SKETCH

SECTION 7,
T 27 N, R 32 W
SCALE: 1"=2000'



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

LEGEND

CP	CONTROL POINT	PROPOSED R/W LINE	
	FOUND MONUMENT AS NOTED	SANITARY SEWER	SS
SET IP	SET IRON PIN	STORM SEWER	
RWM	RIGHT-OF-WAY MARKER	TELEPHONE LINE	TEL
PP GY	POWER POLE W/ GUY	GAS LINE	G
MH	MANHOLE	WATER LINE	W
SCO	SEWER CLEANOUT	ELECTRIC LINE	OHE
GM	GAS METER	UNDERGROUND ELECTRIC	UE
LP	LIGHT POLE	FIBER OPTIC	FO
	SIGN	FENCE LINE	x x
	WATER METER	RETAINING WALL	
WV	WATER VALVE	LINE LABELS	DEED 100' D, PLAT 100' P, MEASURED 100' M
GV	GAS VALVE	TREELINE	
FH	FIRE HYDRANT	BUSH	
TR	TELEPHONE RISER	ER ELECTRICAL RISER	
	BUMPER POST	ELECTRICAL METER	
	GRATE INLET	TS TRAFFIC SIGNAL BOX	
MB	MAIL BOX	PAY PHONE	
	SPOT LIGHT	PMT PAD MOUNTED TRANSFORMER	

PROPOSED RIGHT-OF-WAY DESCRIPTION

PART OF LOT 7, EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION IN SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°36'37"WEST ALONG THE EAST LINE THEREOF, 143.75 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; CONTINUING THENCE SOUTH 1°36'37"WEST ALONG SAID EAST LINE, 60.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°59'57"WEST, 6.13 FEET; THENCE 63.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF SOUTH 82°40'47"WEST, 63.68 FEET; THENCE SOUTH 74°21'31"WEST, 74.68 FEET; THENCE 131.46 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET AND A CHORD BEARING OF SOUTH 83°07'00"WEST, 130.95 FEET; THENCE NORTH 88°07'30"WEST, 53.37 FEET TO A POINT ON THE EAST LINE OF LOT 5 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE ALONG SAID EAST LINE, NORTH 1°39'27"EAST, 6.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE NORTH LINE OF SAID LOT 5, NORTH 88°15'46"WEST, 264.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD; THENCE NORTH 1°39'05"EAST ALONG SAID RIGHT-OF-WAY, 75.34 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1965, PAGE 1314 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; THENCE SOUTH 88°15'46"EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, AND AN EXTENSION THEREOF, 225.29 FEET TO A POINT ON THE WEST LINE OF LOT 6 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE ALONG SAID WEST LINE, SOUTH 1°43'32"WEST, 25.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SOUTH 88°15'46"EAST, 40.03 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, NORTH 86°07'19"EAST, 160.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6, NORTH 1°43'32"EAST, 3.23 FEET; THENCE 4.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING OF NORTH 74°43'43"EAST, 4.78 FEET; THENCE NORTH 74°21'31"EAST, 74.68 FEET; THENCE 81.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING OF NORTH 82°40'47"EAST, 81.04 FEET; THENCE SOUTH 88°59'57"EAST, 6.78 FEET TO THE POINT OF BEGINNING. CONTAINS 38,877 SQUARE FEET, MORE OR LESS, SUBJECT TO EXISTING EASEMENTS, ENCUMBRANCES, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD OR FACT. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, MISSOURI WEST ZONE.

TEMPORARY EASEMENT DESCRIPTION

PART OF LOT 7, EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION IN SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°36'37"WEST ALONG THE EAST LINE THEREOF, 143.75 FEET; THENCE NORTH 88°59'57"WEST, 6.78 FEET; THENCE 81.33 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING SOUTH 82°40'47"WEST, 81.04 FEET; THENCE SOUTH 74°21'31"WEST, 74.68 FEET; THENCE 4.78 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING SOUTH 74°43'43"WEST, 4.78 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE NORTH 1°43'32"EAST ALONG THE EAST LINE OF SAID LOT 6, 179.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 88°30'09"EAST ALONG THE NORTH LINE OF SAID EASTGATE SHOPPING CENTER SUBDIVISION, 162.36 FEET TO THE POINT OF BEGINNING. CONTAINS 25,537 SQUARE FEET, MORE OR LESS, SUBJECT TO EXISTING EASEMENTS, ENCUMBRANCES, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD OR FACT. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, MISSOURI WEST ZONE.

NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AS DETERMINED FROM THE MODOT VRS NETWORK.

2) ELEVATIONS ARE NAVD88 DETERMINED FROM THE MODOT VRS NETWORK.

3) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.

4) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

5) WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

6) THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NO. 190522550, 190522551, 190522552, 190522553, 190522554, 190522555, 190522556.

SURVEYOR'S DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE RIGHT-OF-WAY SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS.
LAST REVISION DATE APRIL 24, 2019

ANDERSON ENGINEERING, INC. L.C. 62
BY:

Gregory B. Bowers
GREGORY B. BOWERS, P.L.S. 2672

STATE OF MISSOURI
GREGORY B. BOWERS
NUMBER LS 2672
REGISTERED LAND SURVEYOR

6-26-19
DATE

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

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY DATE	FIELD BY:	GBB
			DRAWN BY:	
			CHECK BY:	GBB
			DATE:	6-26-19
			FIELD BOOK:	
			JOB NUMBER:	19JO70001

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THE CITY OF JOPLIN

RIGHT-OF-WAY SURVEY

15TH STREET AND RANGE LINE ROAD
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP-100-5125

SHEET NUMBER
1 OF 1

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into effective this _____ day of August 2019, by and between City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Buyer", and Vistacor Investment Group, Inc., a Pennsylvania Corporation, hereinafter referred to as "Seller".

R E C I T A L S :

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located in Joplin, Missouri more particularly described and as shown on the plat attached as Exhibit "A" attached hereto (the "Land");

(ii) all right, title and interest of Seller in and to all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Land (other than any rights over Seller's Lot 7 not being sold to Buyer) and any other appurtenances belonging thereto (collectively the "Appurtenances");

(iii) all right, title and interest of Seller in and to all structures, sidewalks, parking areas, access ways, landscaping and other improvements located on the Land (collectively the "Site Improvements"),with Buyer acknowledging that the only Site Improvements consist of existing paving; and

(iv) all right, title and interest of Seller in and to all oil, gas and other mineral rights appurtenant to the Land (the "Mineral Interests").

The Land, Appurtenances, Site Improvements and Mineral Interests are hereinafter collectively called the "Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

See Exhibit "A" consisting of a legal description and plan.

In addition to this real estate being sold in fee simple, Seller agrees to grant Buyer a

temporary construction easement during the construction period on the area described in Exhibit B. while Buyer constructs the street, right-of-way, curb and gutter and related project improvements. At the conclusion of the construction project or 5 years after closing, whichever comes first, Buyer will execute a Release of the Construction Easement and send to Seller. During construction, Buyer will make a good faith effort to maintain as much access as possible in and to the surrounding improvements, but makes no representation or warranty that access will remain open during the construction project. Seller accepts and agrees to this.

2. PURCHASE PRICE. The total purchase price for the Property (herein the "Purchase Price") shall be the sum of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-NINE AND 50/100 DOLLARS ($524,839.50), or $13.50 per square foot. No earnest money is required. On the Closing Date, Buyer shall pay to Seller the Purchase Price in cash wire transfer or other immediately available funds. In the event that additional real estate is needed for the Buyer's project, contiguous to the project improvements and in the Buyer's sole discretion, the parties agree that the real estate will be sold to Buyer for the same contract price of $13.50 per square foot terminating at the conclusion of the construction project

3. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by General Corporation Warranty Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements of public record.

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing, with the prorated amount up and to the date of closing paid for by Seller.

5. CLOSING. If title is deemed good, the closing of this contract shall take place at Abby Title Company, Joplin, Missouri on or before September 30, 2019, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Seller shall pay all title commitment fees, title insurance fees and all closing and recording costs.

6. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

7. IMPROVEMENTS. Seller agrees that all improvements now on the above-

described real estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, Seller shall forthwith give Buyer written notice thereof; and Buyer, at its election, may void this contract by giving written notice thereof to Seller within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void. Buyer acknowledges that the only improvements on the property consist of paving which Buyer intends to replace.

8. REPRESENTATIONS/WARRANTIES.

a) Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

1. Buyer is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Buyer has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

b) Seller covenants, represents, and warrants to Buyer, as follows:

1. Seller is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

3. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract. Seller has the legal right to sell the real estate described herein, and the sale to Buyer does not violate or breach any legal, easement or access rights held, owned or leased by or between any third parties and Seller.

9. RIGHT OF ENTRY. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in

interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

10. HOLD HARMLESS. Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Seller, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

11. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Buyer shall do the following:

1. Tender payment of the purchase price.

2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

b) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a General Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

12. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

13. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

14. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

15. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

16. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

17. POSSESSION. Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to Buyer.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon City obtaining approval of this contract by its City Council, which City shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. No earnest money is required by this real estate contract.

21. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____
Dan Pekarek, Interim City Manager

Attest:

By_____
Barbara Gollhofer, City Clerk

Vistacor Investment Group, Inc., a
Pennsylvania Corporation

By_____
Print:
Its:

Attest:

By_____
(Print)
(Its)

Approved as to Form:

By_____
Peter C. Edwards, City Attorney

EXHIBIT A

PART OF LOT 7, EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION IN SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°36'37" WEST ALONG THE EAST LINE THEREOF, 143.75 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; CONTINUING THENCE SOUTH 1°36'37" WEST ALONG SAID EAST LINE, 60.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°59'57" WEST, 6.13 FEET; THENCE 63.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF SOUTH 82°40'47" WEST, 63.68 FEET; THENCE SOUTH 74°21'31" WEST, 74.68 FEET; THENCE 131.46 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET AND A CHORD BEARING OF SOUTH 83°07'00" WEST, 130.95 FEET; THENCE NORTH 88°07'30" WEST, 53.37

FEET TO A POINT ON THE EAST LINE OF LOT 5 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE ALONG SAID EAST LINE, NORTH 1°39’27” EAST, 6.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE NORTH LINE OF SAID LOT 5, NORTH 88°15’46” WEST, 264.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD; THENCE NORTH 1°39’05” EAST ALONG SAID RIGHT-OF-WAY, 75.34 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1965, PAGE 1314 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; THENCE SOUTH 88°15’46” EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, AND AN EXTENSION THEREOF, 225.29 FEET TO A POINT ON THE WEST LINE OF LOT 6 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE ALONG SAID WEST LINE, SOUTH 1°43’32” WEST, 25.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SOUTH 88°15’46” EAST, 40.03 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, NORTH 86°07’19” EAST, 160.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6, NORTH 1°43’32” EAST, 3.23 FEET; THENCE 4.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING OF NORTH 74°43’43” EAST, 4.78 FEET; THENCE NORTH 74°21’31” EAST, 74.68 FEET; THENCE 81.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING OF NORTH 82°40’47” EAST, 81.04 FEET; THENCE SOUTH 88°59’57” EAST, 6.78 FEET TO THE POINT OF BEGINNING. CONTAINS 38,877 SQUARE FEET, MORE OR LESS, SUBJECT TO EXISTING EASEMENTS, ENCUMBRANCES, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD OR FACT. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, MISSOURI WEST ZONE.

COUNCIL BILL NO. 2019-149 ORDINANCE NO.

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vistacor Investment Group, Inc., a Pennsylvania Corporation, for the purchase of certain real estate for the not to exceed price of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-NINE AND 50/100 DOLLARS ($524,839.50) more particularly described in Section 1 herein; authorizing the Interim City Manager to execute said Agreement in substantially similar form by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement with Vistacor Investment Group, Inc., a Pennsylvania Corporation, for the purchase of certain real estate for the not to exceed price of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-NINE AND 50/100 DOLLARS ($524,839.50) more particularly described as follows:

PART OF LOT 7, EASTGATE SHOPPING CENTER SUBDIVISION, A SUBDIVISION IN SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SHOWN IN PLAT BOOK 16, PAGE 20 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE SOUTH 1°36’37” WEST ALONG THE EAST LINE THEREOF, 143.75 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; CONTINUING THENCE SOUTH 1°36’37” WEST ALONG SAID EAST LINE, 60.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°59’57” WEST, 6.13 FEET; THENCE 63.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF SOUTH 82°40’47” WEST, 63.68 FEET; THENCE SOUTH 74°21’31” WEST, 74.68 FEET; THENCE 131.46 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET AND A CHORD BEARING OF SOUTH 83°07’00” WEST, 130.95 FEET; THENCE NORTH 88°07’30” WEST, 53.37 FEET TO A POINT ON THE EAST LINE OF LOT 5 IN SAID EASTGATE SHOPPING CENTER SUBDIVISION; THENCE ALONG SAID EAST LINE, NORTH 1°39’27” EAST, 6.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE NORTH LINE OF SAID LOT 5, NORTH 88°15’46” WEST, 264.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD; THENCE NORTH 1°39’05” EAST ALONG SAID RIGHT-OF-WAY, 75.34 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1965, PAGE 1314 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; THENCE SOUTH 88°15’46” EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, AND AN EXTENSION THEREOF, 225.29 FEET TO A POINT ON THE WEST LINE OF LOT 6 IN SAID EASTGATE SHOPPING

CENTER SUBDIVISION; THENCE ALONG SAID WEST LINE, SOUTH 1°43’32” WEST, 25.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SOUTH 88°15’46” EAST, 40.03 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, NORTH 86°07’19” EAST, 160.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOT 6, NORTH 1°43’32” EAST, 3.23 FEET; THENCE 4.78 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING OF NORTH 74°43’43” EAST, 4.78 FEET; THENCE NORTH 74°21’31” EAST, 74.68 FEET; THENCE 81.33 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING OF NORTH 82°40’47” EAST, 81.04 FEET; THENCE SOUTH 88°59’57” EAST, 6.78 FEET TO THE POINT OF BEGINNING. CONTAINS 38,877 SQUARE FEET, MORE OR LESS, SUBJECT TO EXISTING EASEMENTS, ENCUMBRANCES, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD OR FACT. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, MISSOURI WEST ZONE.

Section 2. That the Interim City Manager is hereby authorized to execute said Agreement attached hereto, or Agreement in substantially similar form, as approved by the City Attorney, for and on behalf of the City of Joplin.

Section 3. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS ($524,840.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares that this Ordinance, being an Ordinance dealing with the sale of real estate, is considered an emergency within the meaning of Section 2.12(1) 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 _____, 2019, by a _____vote.

_____
Gary Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-150
Construction Agreement for the Filmore Bridge Parallel Force Main project

MEETING DATE
September 16, 2019

ORIGINATING DEPT
Public Works - Engineering

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a Construction Agreement with Jeff Asbell Excavating and Trucking for the Filmore Bridge Parallel Force Main project in the not to exceed amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00).

BACKGROUND
On January 16, 2018, Council approved a Work Authorization with Burns & McDonnell Engineering Company, Inc. to prepare bid documents for the Filmore Bridge Parallel Force Main project. The project was advertised on August 4, 2019 in accordance with the City of Joplin's procurement policies. Bids from 3 contractors were opened on August 27, 2019; Jeff Asbell Excavating and Trucking was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The project generally consists of the installation of approximately 4,000 feet of 24-inch force main between the Filmore Bridge Lift Station and the gravity system located along Apricot Drive. This project is being done to provide system redundancy, and to increase wet-weather pumping capacity by separating the flows from the Filmore Bridge and Tin Cup lift stations, which have shared a common pipeline since they were built in the late 1980's. Additionally, condition assessment and maintenance on the existing pipeline between the Filmore Bridge lift station and the gravity manhole can be performed once this project is built.

FUNDING SOURCE
The Wastewater Treatment fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

ATTACHMENTS
CB2019-150 Ordinance; Agreement; Bid Tabulation; Map

COUNCIL BILL NO. 2019-150 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the not to exceed amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking in the not to exceed amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Treatment Fund

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

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

_____, 2019 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2019-150

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Jeff Asbell Excavating & Trucking, Inc. Address: 9400 State Highway 171 Carl Junction, MO 64834	
Attention: Chris Parker, P.E.		Attention: Jacob Asbell	
Department: Public Works – Engineering		Phone: 417-649-1269	Fax: 417-649-1900
Phone: 417-624-0820, ext. 584	Fax: 417-625-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Filmore Bridge Parallel Force Main

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 270 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be

considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amounts of $1,000 per day for each and every calendar day that contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

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

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

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

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

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

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

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

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

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

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

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

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

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

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

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

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 therefor.

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

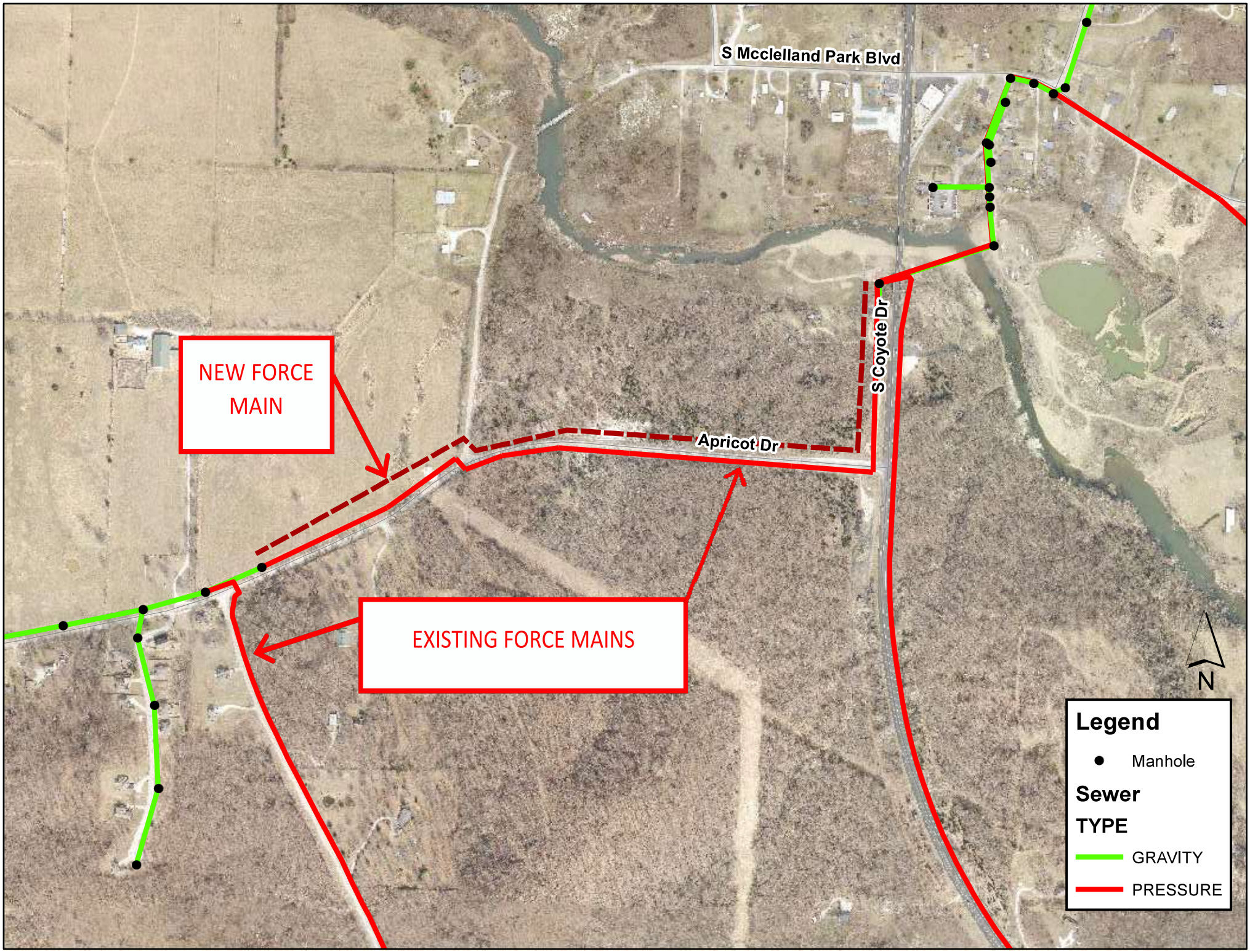
By: _____
David Hertzberg, Public Works Director

BID TABULATION

PROJECT: Filmore Bridge Parallel Force Main

DATE OF BID OPENING: 27 August 2019

CONTRACTOR	TOTAL BID AMOUNT
Jeff Asbell Excavating and Trucking	1,304,569.00
Goins Enterprises, Inc.	2,038,530.00
Crossland Heavy Contractors, Inc.	1,722,690.00
Engineer's Estimate	**1,310,000**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S Coyote Dr
Apricot Dr
NEW FORCE MAIN
EXISTING FORCE MAINS
N
Legend
Manhole
Sewer
TYPE
GRAVITY
PRESSURE