JOPLIN CITY COUNCIL MEETING
6:00 PM
MONDAY, OCTOBER 5, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the
Council Chambers is limited to 45

AMENDED AGENDA

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Joplin Youth Council Update.

   2. Semi-Annual Insurance Update By Segal

      Documents:

      13347 - 2021 BUDGET PROJECTIONS - COJ.PDF

6. **Citizen Requests And Petitions**

   1. Jennifer Thompson Requested To Speak On The Missouri Constitution.

   2. Brian Evans, Joplin, Requested To Speak About The Police And Fire Prop B Support By The City Council.

   3. Nanda Nunnelly-Sparks Requested To Speak In Reference To The JACC Statement By Toby Teeter.

   4. Alyssa Adams Requested To Speak On Comments Made By Some Of The City Council Members Regarding The Joplin Chamber Of Commerce President Toby Teeter Promoting A Diverse And Inclusive Chamber.

   5. Steve Urie Requested To Speak In Support Of Toby Teeter And The Chamber Of Commerce As Well The Behavior Of Council To Mr. Teeter.

   6. Donald Clarke Requested To Speak On Comments On Recent Joplin Area Chamber Of Commerce Efforts To Raise The Profile Of Joplin, Nationally And Internationally, As An Attractive Place For Corporations To Locate New Campuses And Remote Workers.

   7. Nike Jackson Requested To Adress Council.

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROC.PDF

2. COUNCIL BILL NO. 2020-272
   AN ORDINANCE providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.

   Documents:

   CB 2020-272 MINUTES.PDF
   CB 2020-272 STAFF REPORT.PDF
   CB 2020-272 SUMMARY.PDF
   CB 2020-272.PDF

## 8. Consent Agenda

1. Minuts Of The September 21, 2020 City Council Meeting

   Documents:

   CC MINS. SEPT. 21, 2020.PDF

2. COUNCIL BILL NO. 2020-007

   AN ORDINANCE repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau.

   Documents:

   CB2020-007.PDF

3. COUNCIL BILL NO. 2020-162

   AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

   Documents:

   CB2020-162.PDF

4. COUNCIL BILL NO. 2020-164

   AN ORDINANCE approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4$^{th}$ and Murphy Blvd; and

authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-164.PDF

5. COUNCIL BILL NO. 2020-165

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-165.PDF

6. COUNCIL BILL NO. 2020-166

AN ORDINANCE approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-166.PDF

**9. Resolutions**

**10. Ordinances - Emergency**

**11. Ordinances - First Reading**

1. COUNCIL BILL NO. 2020-008
AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers.

Documents:

CB2020-008_SUMMARY_CVB_AMENDING SEC. 30-271 AMENDMENT RE CHAMBER MEMBER.PDF

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

**13. Unfinished Business**

1. Discussion Of Joplin Area Chamber Of Commerce Budget Request.

**14. New Business**

1. News From Public Information Officer, Lynn Onstot.

2. 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 More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2019. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

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

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

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



City of Joplin, MO

# Summary Healthcare Budget Projections, Assumptions, Rates & Fees for January 1, 2021

September 30, 2020 / Kimberly Wixson

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Segal

# Agenda

1. Executive Summary
2. Budget Projections
3. Assumptions
4. 2021 Renewals
5. Plan Changes
6. City Contribution Structure
7. Current 2020 Monthly Contribution Rates
8. Projected 2021 Projected Monthly Contribution Rates
9. Historical Insurance Premium Rates & Vendor Fees
10. Appendix: Financial History – 2019 & 2020 YTD Financial Statements

# Executive Summary

- The City experienced an operating deficit in fiscal 2019 and a surplus in year-to-date fiscal 2020.
  - Year-to-date fiscal 2020 (January through June 2020) experienced 2 large claimants with medical claims over $150,000, totaling roughly $979,100. This is a large increase compared to the same period last year (January through June 2019) where there were zero. This has led to $738,900 in stop-loss reimbursements paid during year-to-date fiscal 2020.
- 2020 contribution rates are projected to change as follows:
  - Medical & prescription drug contribution rates will increase by approximately 1.1%.
  - Dental premium rates and corresponding contribution rates will decrease by 6.8%.
  - Vision premium rates and corresponding contribution rates do not change.
  - Life and AD&D insurance premium rates and contributions decrease by 12.6% on a composite basis.
- Projections are based on the assumptions and plan changes described within this report.

*The projections provided are estimates of future costs and are based on information available to Segal at the time the projections were made. Segal has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, health trend rates and claims volatility. The accuracy and reliability of health projections decrease as the projection period increases. Segal's pricing guidance is not intended to provide legal advice. Issues involving the interpretation of laws/regulations should be referred to legal counsel for authoritative advice.*

*The Coronavirus (COVID-19) pandemic is rapidly evolving and will likely impact the 2020 US economy and health plan claims projections for most Health Plan Sponsors. As a result, projections of near-term income and claim expenses could be significantly altered by emerging events. At this point, it is unclear what the income and cost impact will be for Health Plan Sponsors. Segal is working to develop plan cost adjustment factors and reports to apply to both short-term and long-term financial projections. However, unless specifically noted, this current report does not include any adjustments such as changes in eligibility, income, increases in healthcare costs or decreased investment returns. Additionally, the potential for federal or state fiscal relief is also not contemplated in these budget projections. Given the high level of uncertainty and fluidity of the current events, some plans may seek periodic updated estimates throughout the year to closely monitor health plan budget projections this year.*

# Budget Projections

**PROJECTED INCOME AND EXPENSE, FISCAL YEARS ENDED DECEMBER 31**

| | Aggregate | | | PPPM | | |
|---|---|---|---|---|---|---|
| **12 Months Ending** | **Dec-20** | **Dec-21** | **Dec-22** | **Dec-20** | **Dec-21** | **Dec-22** |
| **Income** | | | | | | |
| City Contributions | $4,817,100 | $4,844,600 | $5,192,300 | $788.65 | $793.16 | $850.08 |
| Employee Contributions | 1,208,200 | 1,205,900 | 1,283,300 | 197.81 | 197.43 | 210.10 |
| Retiree/COBRA Contributions | 145,100 | 145,500 | 155,400 | 23.76 | 23.82 | 25.44 |
| **Total Income** | **$6,170,400** | **$6,196,000** | **$6,631,000** | **$1,010.22** | **$1,014.41** | **$1,085.62** |
| **Expenses** | | | | | | |
| Medical | $3,339,700 | $3,826,500 | $4,094,400 | $546.77 | $626.47 | $670.33 |
| Prescription Drug | 1,407,300 | 1,018,400 | 1,099,900 | 230.40 | 166.73 | 180.08 |
| Dental Premium | 332,100 | 309,500 | 309,500 | 54.37 | 50.67 | 50.67 |
| Vision Premium | 43,500 | 43,500 | 43,500 | 7.12 | 7.12 | 7.12 |
| Life Insurance Premium | 93,500 | 81,700 | 81,700 | 15.31 | 13.38 | 13.38 |
| Stop-Loss Insurance Premium | 624,900 | 709,900 | 795,100 | 102.31 | 116.22 | 130.17 |
| ASO / EAP Fees | 251,000 | 200,200 | 200,200 | 41.09 | 32.78 | 32.78 |
| ACA Fees | 3,100 | 3,200 | 3,300 | 0.51 | 0.52 | 0.54 |
| **Total Expenses** | **$6,095,100** | **$6,192,900** | **$6,627,600** | **$997.88** | **$1,013.89** | **$1,085.07** |
| **Operating Surplus (Deficit)** | **$75,300** | **$3,100** | **$3,400** | **$12.34** | **$0.52** | **$0.55** |
| **Enrollment** | 509 | 509 | 509 | 509 | 509 | 509 |
| **Beginning Fund Assets** | **$2,675,935** | **$2,751,235** | **$2,754,335** | | | |
| **Ending Fund Assets** | **$2,751,235** | **$2,754,335** | **$2,757,735** | | | |
| **Reserve Months** | **5.3** | **5.0** | **4.7** | | | |
| **Suggested Reserves** | | | | | | |
| Claims Fluctuation | $2,403,300 | $2,452,900 | $2,629,800 | | | |
| Months | 4.7 | 4.4 | 4.4 | | | |
| **Reserve (Shortfall)/Surplus** | **$347,935** | **$301,435** | **$127,935** | | | |

*Notes:*

*- Medical claims costs include out-of-network claims fees, equal to 50% of the discounted claims amount, which appear on the administrative fee invoices effective as of January 1, 2019.*

*- Fund assets are net of incurred but not reported claims.*

*- Medical and prescription drug claims projections are based on data through March 31, 2020, to exclude claims data possibly affected by the COVID-19 pandemic.*

# Assumptions

| ASSUMPTIONS FOR FISCAL YEAR ENDING DECEMBER 31 | | | |
|---|---|---|---|
| | **2020** | **2021** | **2022** |
| **Trend on Expenses** | | | |
| Medical | 7% | 7% | 7% |
| Prescription Drug | 8% | 8% | 8% |
| Dental Premium | Renewal | 1st Year Rate | Rate Hold |
| Vision Premium | Rate Hold | Rate Hold | Rate Hold |
| Life Insurance Premium | Rate Hold | Renewal | Rate Hold |
| Accidental Death and Dismemberment | Rate Hold | Renewal | Rate Hold |
| Stop-Loss Insurance Premium | Renewal | 1st Year Rate | 12% |
| ASO Fees | Rate Hold | 1st Year Rate | Rate Hold |
| **Enrollment** | | | |
| Actives | 495 | 495 | 495 |
| Retirees/COBRA | 14 | 14 | 14 |

*Notes:*
*-The percentage changes for self-funded medical and prescription drug are based on trend factors.*
*- The Stop-Loss insurance premium renewal for 2021 is based on the proposed UnitedHealthcare – BP proposal on a 15/12 contract basis.*
*-The percentage changes shown for the remaining expenses, are based on actual premiums and fees if known or illustrative increases if unknown.*
*-Historical premiums and fees may be found on page 11 and 12 of this report.*

# 2021 Renewals

The budget projections and monthly contribution rates reflect the following renewal rates:

- ASO and Stop-Loss Fees
  - Following a bidding process, UnitedHealthcare (UHC) will replace Anthem as the new administrative services and stop-loss vendor effective January 1, 2021. The 2021 UHC ASO fee proposal reflects a 20.3% reduction from the current Anthem fee, and the UHC fees are guaranteed for 3 years through December 31, 2023.
  - The 2021 stop-loss premium rate reflects the initial proposal from UHC. The 2021 proposal reflects a 13.7% increase on a composite basis.
- Dental Premium
  - Following a bidding process, Delta Dental will replace Cigna as the new dental services vendor effective January 1, 2021. The 2021 Delta Dental fee proposal reflects a 6.8% reduction from the current Cigna premium rates, and premium rates are guaranteed for 2 years through December 31, 2022.
  - Dental contribution rates will decrease consistent with the premium change.
- Symetra Life and AD&D Premium
  - Following a bidding process, Symetra will remain the Life and AD&D vendor. The renewal reflects a 12.6% decrease on a composite basis from the current premium rate guaranteed for 3 years through December 31, 2023.
  - Life and AD&D contribution rates will decrease consistent with the premium change.
- Long Term Disability Premium
  - Following a bidding process, MetLife will replace Guardian as the new long-term disability vendor effective January 1, 2021. The 2021 proposal reflects a 50.3% decrease from the current Guardian premium rate, and the premium rate is guaranteed for 3 years through December 31, 2023.
- More detailed information follows on the next page

# 2021 Renewals

The results of our negotiations and bidding process with carriers is summarized below:

| Carrier | Coverage Type | Proposed Renewal of Current Carrier | Best and Final Renewal | Reduction in Annual Cost | Guarantee Period |
|---|---|---|---|---|---|
| UHC (Formerly Anthem BCBS) | Administrative Services | $63.78 PCPM | $32.77 PCPM (-48.6%) | $189,400 | 1/1/21-12/31/23 (3 years) |
| UHC (Formerly Anthem BCBS) | Stop Loss | N/A – In Process | | N/A | 1/1/21-12/31/21 (1 year) |
| Delta Dental (Formerly Cigna) | Dental | $30.00 PCPM – Single<br>$79.79 PCPM – Family | $27.96 PCPM – Single (-6.8%)<br>$74.36 PCPM – Family (-6.8%) | $22,600 | 1/1/21-12/31/22 (2 years) |
| Symetra | Life and AD&D | $0.115 – Basic Life Per $1,000<br>$0.020 - AD&D Per $1,000 | $0.098 – Basic Life Per $1,000 (-14.8%)<br>$0.020 - AD&D Per $1,000 | $11,800 | 1/1/21-12/31/23 (3 years) |
| MetLife (Formerly Guardian) | Disability | $0.29 – Active Per $100 Payroll<br>$0.441 – Pension Per $100 Payroll | $0.180 – Active Per $100 Payroll (-37.9%)<br>$0.183 – Pension Per $100 Payroll (-58.5%) | $20,900 | 1/1/21-12/31/23 (3 years) |
| EyeMed | Vision | N/A - Under rate guarantee | | N/A | 1/1/20-12/31/23 (4 years) |
| **Total Reduction in Annual Cost** | | | | **$244,700** | |

- Reductions in annual costs resulting from negotiation and/or bidding are estimated based on 509 enrollees for Administrative Services coverage and 481 enrollees for dental coverage.

# Plan Changes

- The exhibit below outlines the new plan design effective January 1, 2021

| Plan Design Effective January 1, 2021 | | |
|---|---|---|
| | **Current Plan** | **New Plan** |
| **Deductible - Single/Family** | | |
| Network | $500/$1,000 | $750/$1,500 |
| Non-Network | $1,000/$2,000 | $1,500/$3,000 |
| **Out-of-Pocket (OOP) Maximum - Single/Family**[1] | | |
| Network | $1,500/$3,000 | $2,000/$4,000 |
| Non-Network | $4,500/$9,000 | $6,000/$12,000 |
| **Plan Coinsurance** | | |
| Network | 80% | 80% |
| Out of Network | 60% | 60% |

*n/a = Not Applicable*

[1] *The OOP Limit includes the annual deductible.*

# City Contribution Schedule

- **Medical & Prescription Drug** – The City pays 100% of the medical and prescription drug costs for single coverage; whereas, the City's cost share for family coverage is 75% with the employee covering the other 25%.
- **Dental** – The City and employee each pay a portion for both single and family coverage. For single coverage, the City's cost share is 70%. For family coverage, the City's cost share is 65%.
- **Life** – The City also provides 1.5 times the annual salary in life insurance benefits at no cost to the employee. Employees can purchase additional life insurance coverage as a voluntary benefit at full cost.
- **Vision** – Vision coverage is offered on a voluntary basis, and 100% is paid by employees.

# Current 2020 Monthly Contribution Rates

**MONTHLY CONTRIBUTIONS, FISCAL YEAR ENDING DECEMBER 31, 2020**

| City Contributions | Single | Family | Employee + Spouse | Employee + Child(ren) |
|---|---|---|---|---|
| PPO | $498.88 | $1,047.68 | | |
| Dental Insurance | $21.00 | $51.86 | | |
| Employee Basic Life Insurance | Contributions vary by age and salary | | | |
| **Employee Contributions** | **Single** | **Family** | **Employee + Spouse** | **Employee + Child(ren)** |
| PPO | $0.00 | $349.24 | | |
| Dental Insurance | $9.00 | $27.94 | | |
| Vision - Exam Only | $1.44 | $4.22 | $2.72 | $2.88 |
| Vision - Plan H | $5.34 | $15.66 | $10.12 | $10.66 |
| Employee Supplemental Life - $50,000 | Contributions vary by age | | | |
| Spouse Voluntary Life - $25,000 | | Contributions vary by age | | |
| Child(ren) Voluntary Life - $10,000 | | $0.70 per child | | |
| **COBRA/Retiree Contributions** | **Single** | **Family** | **Employee + Spouse** | **Employee + Child(ren)** |
| PPO | $508.86 | $1,424.86 | | |
| Dental Insurance | $30.60 | $81.40 | | |
| Vision - Exam Only | $1.48 | $4.30 | $2.78 | $2.94 |
| Vision - Plan H | $5.44 | $15.98 | $10.32 | $10.88 |

# Projected 2021 Monthly Contribution Rates

**MONTHLY CONTRIBUTIONS, FISCAL YEAR ENDING DECEMBER 31, 2021**

| City Contributions | Single | % Change | Family | % Change | Employee + Spouse | % Change | Employee + Child(ren) | % Change |
|---|---|---|---|---|---|---|---|---|
| PPO | $504.14 | 1.1% | $1,058.71 | 1.1% | | | | |
| Dental Insurance | $19.58 | -6.8% | $48.34 | -6.8% | | | | |
| Employee Basic Life Insurance | Contributions vary by age and salary | | | | | | | |
| **Employee Contributions** | **Single** | **% Change** | **Family** | **% Change** | **Employee + Spouse** | **% Change** | **Employee + Child(ren)** | **% Change** |
| PPO | $0.00 | 0.0% | $352.91 | 1.1% | | | | |
| Dental Insurance | $8.40 | -6.7% | $26.04 | -6.8% | | | | |
| Vision - Exam Only | $1.44 | 0.0% | $4.22 | 0.0% | $2.72 | 0.0% | $2.88 | 0.0% |
| Vision - Plan H | $5.34 | 0.0% | $15.66 | 0.0% | $10.12 | 0.0% | $10.66 | 0.0% |
| Employee Supplemental Life - $50,000 | Contributions vary by age | | | | | | | |
| Spouse Voluntary Life - $25,000 | | | Contributions vary by age | | | | | |
| Child(ren) Voluntary Life - $10,000 | | | $0.70 per child | | | | | |
| **COBRA/Retiree Contributions** | **Single** | **% Change** | **Family** | **% Change** | **Employee + Spouse** | **% Change** | **Employee + Child(ren)** | **% Change** |
| PPO | $514.21 | 1.1% | $1,439.84 | 1.1% | | | | |
| Dental Insurance | $28.52 | -6.8% | $75.86 | -6.8% | | | | |
| Vision - Exam Only | $1.48 | 0.0% | $4.30 | 0.0% | $2.78 | 0.0% | $2.94 | 0.0% |
| Vision - Plan H | $5.44 | 0.0% | $15.98 | 0.0% | $10.32 | 0.0% | $10.88 | 0.0% |

# Historical Insurance Premium Rates & Vendor Fees

| Hartford Basic Life and AD&D | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Life Premium Per $1,000 of Coverage | $0.110 | $0.121 | $0.121 | | | | | | | Terminated |
| AD& D Premium Per $1,000 of Coverage | $0.015 | $0.015 | $0.015 | | | | | | | Terminated |
| **Symetra Basic Life and AD&D** | | | | | | | | | | |
| Life Premium Per $1,000 of Coverage | | | | $0.098 | $0.098 | $0.098 | $0.115 | $0.115 | $0.098 | 1/1/2024 |
| AD& D Premium Per $1,000 of Coverage | | | | $0.020 | $0.020 | $0.020 | $0.020 | $0.020 | $0.020 | 1/1/2024 |

| Hartford Voluntary Supplemental Life | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Premium Per $1,000 of Coverage - By Age | | | | | | | | | | Terminated |
| Under 35 | $0.05 | $0.05 | $0.05 | | | | | | | |
| 35 - 39 | $0.08 | $0.08 | $0.08 | | | | | | | |
| 40 - 44 | $0.12 | $0.12 | $0.12 | | | | | | | |
| 45 - 49 | $0.19 | $0.19 | $0.19 | | | | | | | |
| 50 - 54 | $0.33 | $0.33 | $0.33 | | | | | | | |
| 55 - 59 | $0.53 | $0.53 | $0.53 | | | | | | | |
| 60 - 64 | $0.71 | $0.71 | $0.71 | | | | | | | |
| 65 - 69 | $1.11 | $1.11 | $1.11 | | | | | | | |
| 70 - 74 | $1.93 | $1.93 | $1.93 | | | | | | | |
| 75+ | $3.34 | $3.34 | $3.34 | | | | | | | |
| Child Rate | $0.07 | $0.07 | $0.07 | | | | | | | |
| **Symetra Supplemental Life** | | | | | | | | | | |
| Premium Per $1,000 of Coverage - By Age | | | | | | | | | | |
| Under 25 | | | | $0.05 | $0.05 | $0.05 | $0.05 | $0.05 | $0.04 | 1/1/2024 |
| 25 - 29 | | | | $0.05 | $0.05 | $0.05 | $0.05 | $0.05 | $0.04 | |
| 30 - 34 | | | | $0.05 | $0.05 | $0.05 | $0.05 | $0.05 | $0.04 | |
| 35 - 39 | | | | $0.08 | $0.08 | $0.08 | $0.08 | $0.08 | $0.06 | |
| 40 - 44 | | | | $0.12 | $0.12 | $0.12 | $0.12 | $0.12 | $0.10 | |
| 45 - 49 | | | | $0.19 | $0.19 | $0.19 | $0.19 | $0.19 | $0.15 | |
| 50 - 54 | | | | $0.33 | $0.33 | $0.33 | $0.33 | $0.33 | $0.24 | |
| 55 - 59 | | | | $0.53 | $0.53 | $0.53 | $0.53 | $0.53 | $0.36 | |
| 60 - 64 | | | | $0.71 | $0.71 | $0.71 | $0.71 | $0.71 | $0.49 | |
| 65 - 69 | | | | $1.11 | $1.11 | $1.11 | $1.11 | $1.11 | $0.73 | |
| 70 - 74 | | | | $1.67 | $1.67 | $1.67 | $1.67 | $1.67 | $1.57 | |
| 75 + | | | | $2.90 | $2.90 | $2.90 | $2.90 | $2.90 | $2.73 | |
| Child Rate | | | | $0.07 | $0.07 | $0.07 | $0.07 | $0.07 | $0.07 | |

| Anthem Specific Stop-Loss | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Single | | | | | | $40.24 | $45.07 | $65.73 | | Terminated |
| Family | | | | | | $128.82 | $144.28 | $141.40 | | |
| Composite | | $59.94 | $69.11 | $75.14 | $81.90 | | | | | |
| Specific Deductible | | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | $150,000 | | |
| **UnitedHealthcare Specific Stop-Loss** | | | | | | | | | | |
| Single | | | | | | | | | $67.38 | 1/1/2021 |
| Family | | | | | | | | | $168.45 | |
| Composite | | | | | | | | | | |
| Specific Deductible | | | | | | | | | $150,000 | |

# Historical Insurance Premium Rates & Vendor Fees
- continued

| Anthem BCBS Medical and Drug ASO / EAP | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Per Employee Per Month | $42.64 | $43.49 | $43.49 | $39.90 | $41.10 | $41.10 | $41.10 | $41.10 | | Terminated |
| **UnitedHealthcare Medical and Drug ASO / EAP** | | | | | | | | | | |
| Per Employee Per Month | | | | | | | | | $32.77 | 1/1/2024 |

| Delta Dental | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Single | $28.77 | $29.51 | $29.95 | | | | | | $27.96 | 1/1/2023 |
| Family | $76.54 | $78.50 | $79.68 | | | | | | $74.36 | |
| **CIGNA Dental** | | | | | | | | | | |
| Single | | | | $26.74 | $26.74 | $28.57 | $28.57 | $30.00 | | Terminated |
| Family | | | | $71.05 | $71.05 | $75.99 | $75.99 | $79.79 | | |

| Humana Vision Exam Plus (Basic) | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Single | $1.66 | $1.66 | $1.77 | | | | | | | Terminated |
| EE + 1 | $3.17 | $3.18 | $3.37 | | | | | | | |
| EE + Children | $3.34 | $3.34 | $3.55 | | | | | | | |
| Family | $4.98 | $4.98 | $5.30 | | | | | | | |
| **EyeMed Vision Exam Only** | | | | | | | | | | |
| Single | | | | $1.43 | $1.43 | $1.43 | $1.43 | $1.43 | $1.43 | 1/1/2024 |
| EE + 1 | | | | $2.72 | $2.72 | $2.72 | $2.72 | $2.72 | $2.72 | |
| EE + Children | | | | $2.87 | $2.87 | $2.87 | $2.87 | $2.87 | $2.87 | |
| Family | | | | $4.22 | $4.22 | $4.22 | $4.22 | $4.22 | $4.22 | |

| Humana Vision Care Plan (Extended) | 1/1/2013 | 1/1/2014 | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | Next Renewal |
|---|---|---|---|---|---|---|---|---|---|---|
| Single | $5.09 | $5.10 | $5.42 | | | | | | | Terminated |
| EE + 1 | $11.89 | $11.90 | $12.65 | | | | | | | |
| EE + Children | $11.21 | $11.22 | $11.93 | | | | | | | |
| Family | $18.57 | $18.58 | $19.76 | | | | | | | |
| **EyeMed Vision Plan H** | | | | | | | | | | |
| Single | | | | $5.33 | $5.33 | $5.33 | $5.33 | $5.33 | $5.33 | 1/1/2024 |
| EE + 1 | | | | $10.12 | $10.12 | $10.12 | $10.12 | $10.12 | $10.12 | |
| EE + Children | | | | $10.65 | $10.65 | $10.65 | $10.65 | $10.65 | $10.65 | |
| Family | | | | $15.65 | $15.65 | $15.65 | $15.65 | $15.65 | $15.65 | |

# Appendix: 2019 Financial Statement

| | January | February | March | April | May | June | July | August | September | October | November | December | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Balance** | $3,011,102 [1] | $3,362,359 | $3,400,940 | $3,442,118 | $3,508,677 | $3,469,833 | $3,370,206 | $3,222,344 | $3,208,164 | $3,307,998 | $3,205,002 | $3,371,943 | $3,011,102 |
| **Income** | | | | | | | | | | | | | |
| City Contributions | $562,163 | $378,894 | $376,061 | $377,190 | $375,302 | $373,905 | $376,338 | $379,765 | $383,493 | $372,919 | $382,608 | $208,127 | $4,546,765 |
| Employee Contributions [2] | 144,154 | 103,552 | 104,566 | 102,980 | 107,276 | 102,709 | 104,345 | 108,594 | 106,559 | 91,995 | 113,892 | 67,515 | 1,258,137 |
| Interest Income [3] | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (613) | 0 | 0 | (613) |
| Total | $706,316 | $482,446 | $480,627 | $480,171 | $482,578 | $476,615 | $480,683 | $488,359 | $490,052 | $464,302 | $496,500 | $275,643 | $5,804,289 |
| **Expense** | | | | | | | | | | | | | |
| Medical [4] | $198,639 | $157,283 | $201,586 | $208,397 | $286,846 | $372,407 | $408,316 | $312,739 | $179,205 | $352,034 | $121,099 | $472,233 | $3,270,783 |
| Stop Loss Reimbursements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (14,944) | (14,944) |
| Prescription Drug [4] | 119,232 | 107,709 | 129,304 | 96,701 | 125,035 | 98,637 | 108,317 | 81,333 | 100,710 | 93,598 | 98,243 | 97,752 | 1,256,571 |
| Dental Premium | 26,161 | 25,885 | 26,228 | 26,342 | 26,066 | 26,244 | 26,104 | 26,361 | 26,399 | 26,342 | 25,962 | 26,521 | 314,615 |
| Vision Premium | 3,455 | 3,399 | 3,486 | 3,428 | 3,375 | 3,388 | 3,469 | 3,462 | 3,459 | 3,436 | 3,424 | 3,472 | 41,253 |
| Life Premium | 7,641 | 7,577 | 7,665 | 7,661 | 7,640 | 7,571 | 7,571 | 7,571 | 7,538 | 7,587 | 7,528 | 7,666 | 91,216 |
| Stop-Loss Premium | 0 | 94,711 | 47,518 | 46,381 | 47,500 | 46,345 | 47,202 | 46,499 | 47,319 | 47,572 | 46,887 | 47,157 | 565,091 |
| Medical Administration [5] | 0 | 44,384 | 20,739 | 21,780 | 21,996 | 21,650 | 21,996 | 21,607 | 21,823 | 22,256 | 21,693 | 21,953 | 261,877 |
| Special Events & Promotions | (2,986) | 0 | 5 | 5 | 47 | 0 | 5 | 50 | 848 | 4,342 | 5 | 1,025 | 3,346 |
| ACA Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administration [6] | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 0 | 5,565 | 2,917 | 2,917 | 10,131 | 4,717 | 2,917 | 43,749 |
| Total | $355,059 | $443,865 | $439,448 | $413,612 | $521,422 | $576,242 | $628,545 | $502,539 | $390,218 | $567,298 | $329,558 | $665,752 | $5,833,557 |
| Operating Surplus/(Deficit) | $351,257 | $38,581 | $41,178 | $66,559 | ($38,844) | ($99,627) | ($147,862) | ($14,180) | $99,834 | ($102,996) | $166,941 | ($390,109) | ($29,268) |
| **Ending Balance** | $3,362,359 | $3,400,940 | $3,442,118 | $3,508,677 | $3,469,833 | $3,370,206 | $3,222,344 | $3,208,164 | $3,307,998 | $3,205,002 | $3,371,943 | $2,981,834 | $2,981,834 |
| Active/COBRA Lives | 492 | 487 | 495 | 495 | 495 | 495 | 495 | 496 | 496 | 495 | 492 | 497 | 494 |
| Retiree Lives | 9 | 8 | 8 | 8 | 8 | 10 | 9 | 9 | 10 | 10 | 10 | 10 | 9 |
| Total | 501 | 495 | 503 | 503 | 503 | 505 | 504 | 505 | 506 | 505 | 502 | 507 | 503 |

[1] *Adjusted based on reconciliation to audited statements.*
[2] *Employee contributions include Retiree and COBRA contributions.*
[3] *Interest income includes "Other Income" line item from financial statements.*
[4] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*
[5] *Based on financial statements received from City of Joplin personnel. Includes prescription drug rebates.*
[6] *Administration expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.*

# Appendix: 2020 YTD Financial Statement

| | January | February | March | April | May | June | Year to Date |
|---|---|---|---|---|---|---|---|
| **Beginning Balance** | $2,981,834 | $3,146,270 | $3,159,371 | $3,147,219 | $3,222,866 | $3,383,714 | $2,981,834 |
| **Income** | | | | | | | |
| City Contributions | $588,741 | $395,882 | $404,702 | $406,634 | $404,365 | $404,614 | $2,604,938 |
| Employee Contributions[1] | 154,597 | 110,494 | 109,659 | 115,726 | 111,159 | 115,205 | 716,840 |
| Interest Income | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | $743,338 | $506,376 | $514,361 | $522,360 | $515,524 | $519,819 | $3,321,778 |
| **Expense** | | | | | | | |
| Medical[2] | 403,867 | $274,808 | $374,775 | $437,325 | $226,298 | $637,726 | $2,354,799 |
| Stop Loss Reimbursements | (47,088) | 0 | (86,298) | (188,168) | (18,824) | (398,507) | (738,885) |
| Prescription Drug[2] | 111,022 | 103,858 | 122,951 | 80,460 | 101,436 | 105,053 | 624,780 |
| Dental Premium | 27,542 | 27,677 | 27,557 | 28,046 | 28,056 | 28,265 | 167,143 |
| Vision Premium | 3,577 | 3,602 | 3,592 | 3,640 | 3,632 | 3,666 | 21,709 |
| Life Premium | 7,639 | 7,712 | 7,727 | 7,926 | 7,832 | 7,904 | 46,740 |
| Stop-Loss Premium | 52,256 | 50,824 | 51,289 | 52,506 | 52,460 | 52,243 | 311,578 |
| Medical Administration[3] | 21,996 | 21,607 | 21,823 | 22,056 | (49,131) | 21,953 | 60,304 |
| Special Events & Promotions | (4,826) | 270 | 180 | 5 | 0 | 10 | (4,361) |
| ACA Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administration[4] | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 84,917 | 99,502 |
| Total | $578,902 | $493,275 | $526,513 | $446,713 | $354,676 | $543,230 | $2,943,309 |
| Operating Surplus/(Deficit) | $164,436 | $13,101 | ($12,152) | $75,647 | $160,848 | ($23,411) | $378,469 |
| **Ending Balance** | $3,146,270 | $3,159,371 | $3,147,219 | $3,222,866 | $3,383,714 | $3,360,303 | $3,360,303 |
| Active/COBRA Lives | 497 | 496 | 489 | 503 | 508 | 501 | 499 |
| Retiree Lives | 10 | 9 | 9 | 9 | 7 | 7 | 9 |
| Total | 507 | 505 | 498 | 512 | 515 | 508 | 508 |

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*

[3] *Adjusted to include prescription drug rebates.*

[4] *Administration Expense includes "Operating Equipment" and "Building Improvements" line item from financial statements.*

## PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

**CB 2020-272**

Case 033-20: Alley Vacation- A request to vacate alley right-of-way lying North of W 8th Street and South of W. 7th Street located on property at the Southwest corner of S Joplin Ave. and W. 7th St. – City of Joplin.

Keegan Stanton, 602 S. Main Street, Joplin, MO. The City is requesting to vacate this alley right-of-way, generally known as the Memorial Hall Parking Lot. Currently, the right-of-way is not accessible to vehicular traffic, there are no curb cuts on the North or South end. It has been set aside for pedestrian access. The request comes down to the Cornell Arts Complex, who is planning on redeveloping the site for their Arts Complex. The location of the building will be generally in the center. The utilities will have to be relocated, so there will be no easement reservation included in the vacation. We are protected in the Memorandum of Understanding with the Cornell Arts Complex that if they do not complete construction, the land comes back to the City. Staff does recommend approval of this case.

Mr. Ledford wanted to know about the time frame are we looking at?

Mr. Stanton asked if he was talking about the utilities, and Mr. Ledford stated he was. When the site work gets started we will have to coordinate with them. They have hinted at starting construction sometime in the Spring of 2021.

Mr. Ramsour asked if anyone in the audience would like to speak in favor of this case?

Lacrisha Olsson and she is recently homeless due to a domestic issue on July 7, 2020. She stated that she was in favor of this project. It will help the children out with the concept of the Arts.

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

**MR. EASTMAN MOVED, SECONDED BY MR. LEDFORD, CASE 033-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: September 14, 2020
City Council Meeting: October 5, 2020

# STAFF PLANNING REPORT
## Vacation

**CASE 033-20** A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St.

**APPLICANT** City of Joplin

**REPRESENTATIVE** Keegan Stanton

**LOCATION** Southwest corner of S. Joplin Ave. and W. 7th St.

---

**EXISTING CONDITIONS**

| Easement Type(s) | Easement Size |
|---|---|
| Alley Right-of-Way | Approximately 200' x 30' |

**REASON FOR VACATION**

The Cornell Arts Complex is planning on redeveloping this site and the alley, being located in the middle of the site, inhibits potential construction on the site.

**UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?**

Utilities are currently in the Right-of-Way. Rerouting of utilities will be required.

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

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

**DISCUSSION**

The Cornell Arts Complex is looking to construct a performing arts center on this site. The proposed preliminary plans show the structure to be more or less centered on the site. Alley right-of-way would restrict the ability of the Cornell Arts Complex from building according to their design. This alley right-of-way would also be a hinderance to any other development that could occur at the site.

Currently, the site is a parking lot for Memorial Hall, and the alley as platted is not used. Right now, it is

not possible to access the alley as platted with a vehicle as it is being used as pedestrian access through the parking lot.

There are currently utilities in the alley, including sewer, that will need to be rerouted.

*Staff recommends approval of Case 033-20.*

**ENCLOSURES**

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 033-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 9-14-20

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

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

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation____

Alley Vacation X

Utility Vacation____

Other (Please specify)_____

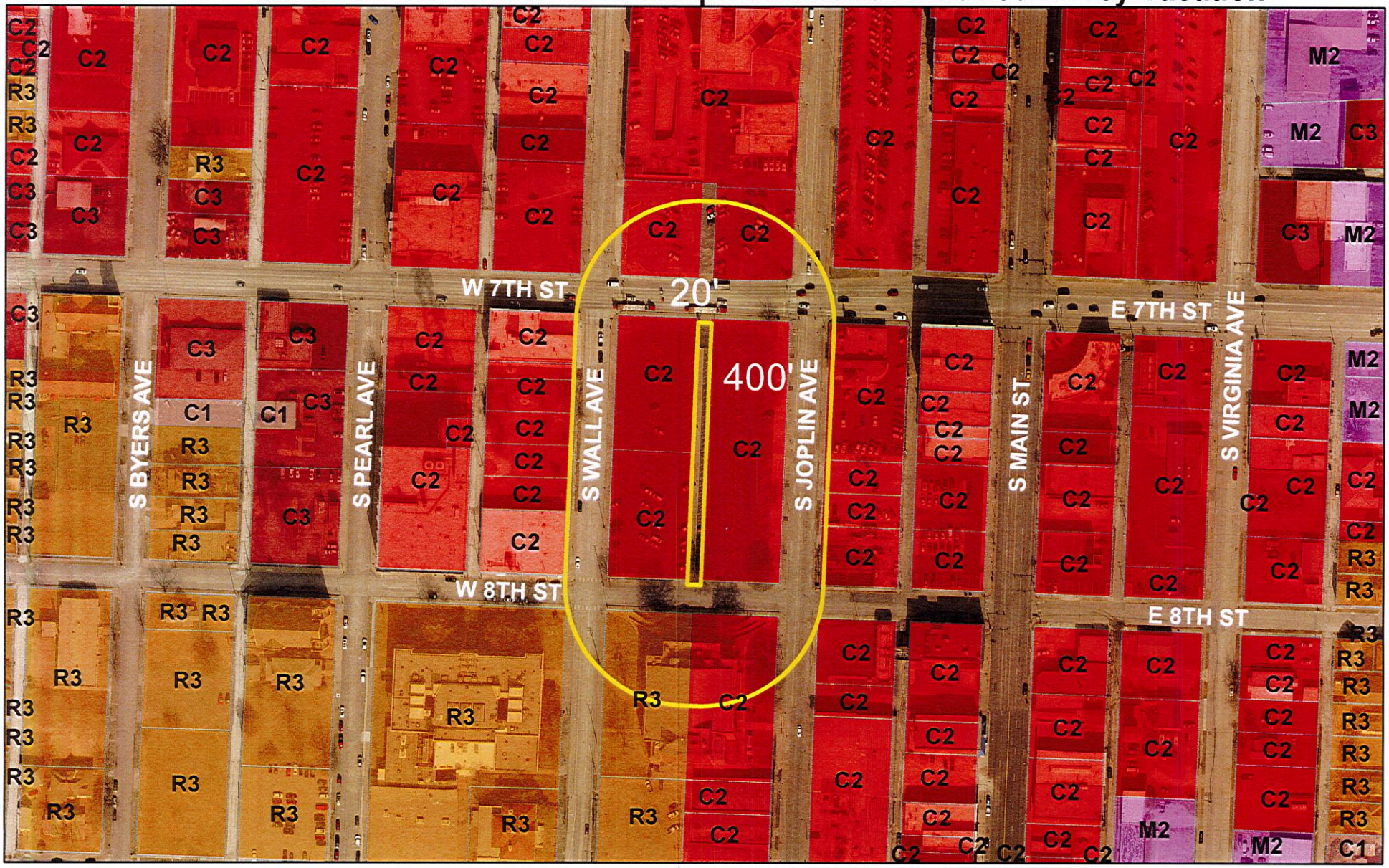
III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. True. However, all existing utilities will need to vacate the alley.

2. The vacation will not cause the public to suffer a loss or inconvenience. True. The existing sanitary sewer is being rerouted with this project.

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

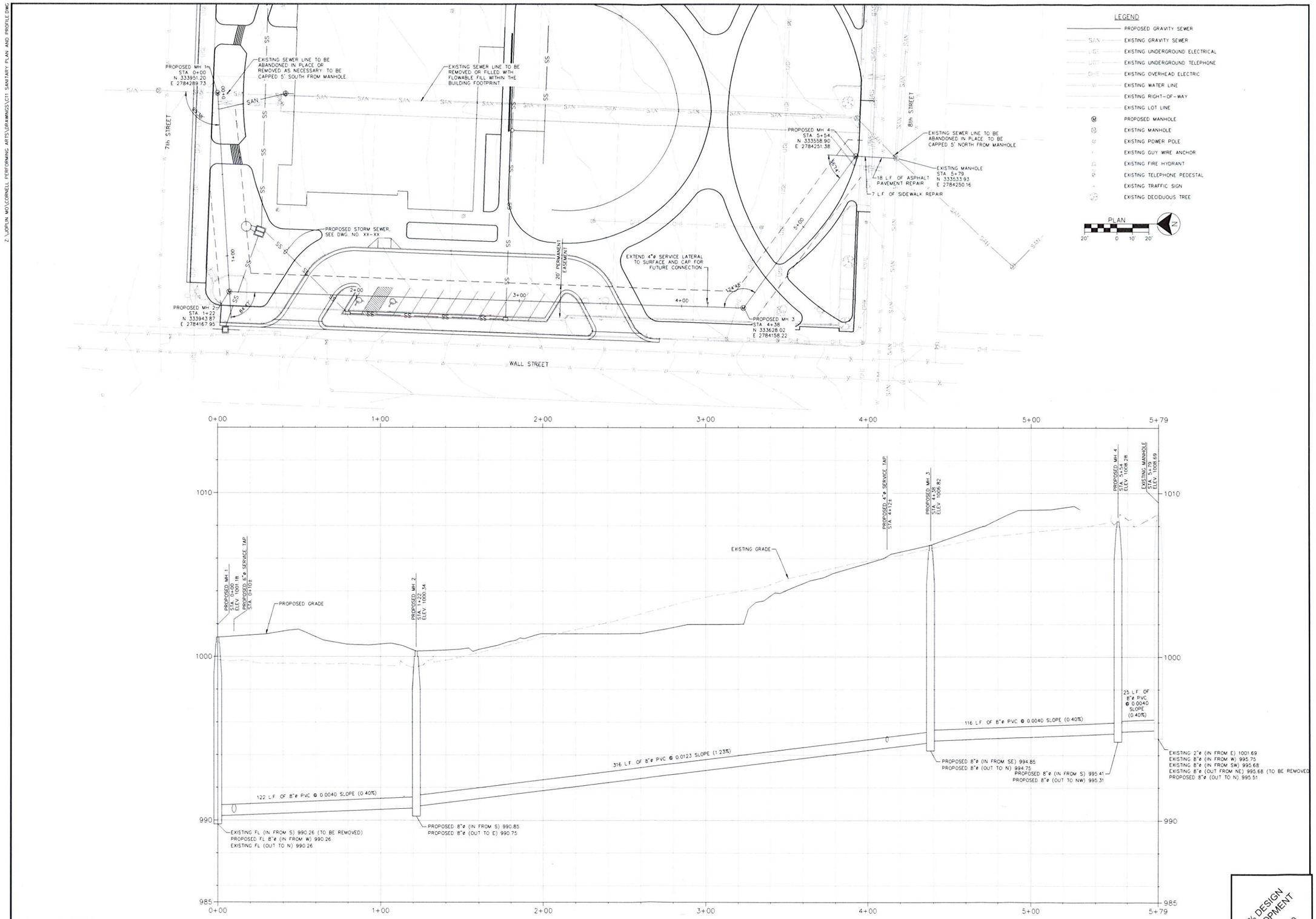
# Case 033-20: Southwest corner of S. Joplin Ave. and W. 7th St. - Alley Vacation




Case 033-20: Alley Vacation – A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.. – City of Joplin

0 105 210 420 630 840 Feet

N




Z:\JOPLIN MO\CORNELL PERFORMING ARTS\DRAWINGS\C11 SANITARY PLAN AND PROFILE.DWG

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

| DATE | REVISION |
|---|---|
| | |

| | |
|---|---|
| DWN. BY | MHJ |
| CKD. BY | MCK |
| APPD. BY | MCK |
| DATE | VALUE |

SANITARY PLAN AND PROFILE
CORNELL PERFORMING ARTS CENTER
JOPLIN, MISSOURI

DWG. NO. C11

100% DESIGN DEVELOPMENT
6/12/2020

Z:\JOPLIN MO\CORNELL PERFORMING ARTS\DRAWINGS\XR-EXISTING.DWG




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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

| DATE | REVISION |
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| DWN. BY | SRM |
| CKD. BY | CSE |
| APPD. BY | CSE |
| DATE | 8/30/2019 |

EXISTING SITE PLAN
CORNELL PERFORMING ARTS
JOPLIN, MISSOURI

DWG. NO.
X

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2020-272 - Alley Vacation

**MEETING DATE:**
October 5, 2020

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

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

**SUMMARY REQUEST:**
Case 033-20: Alley Vacation – A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St. – City of Joplin.

**BACKGROUND:**
The Cornell Arts Complex is planning on redeveloping this site and the alley, being located in the middle of the site, inhibits potential construction on the site. No plans for new utilities to be located in the right-of-way. Currently, the site is a parking lot for Memorial Hall, and the alley as platted is not used. Right now, it is not possible to access the alley as platted with a vehicle as it is being used as pedestrian access through the parking lot.
There are currently utilities in the alley, including sewer, that will need to be rerouted.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Keegan Stanton, 602 S. Main Street, Joplin, MO. The City is requesting to vacate this alley right-of-way, generally known as the Memorial Hall Parking Lot. Currently, the right-of-way is not accessible to vehicular traffic, there are no curb cuts on the North or South end. It has been set aside for pedestrian access. The request comes down to the Cornell Arts Complex, who is planning on a redevelopment of the site for their Arts Complex. The location of the building will be generally in the center. The utilities will have to be relocated. We are protected in the Memorandum of Understanding with the Cornell Arts Complex that if they do not complete construction, the land comes back to the City.

**PUBLIC COMMENT;**
Lacrisha Olsson and she is recently homeless due to a domestic on July 7, 2020. She stated that she was in favor of this project.

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

**RECOMMENDATION:**
Planning & Zoning Commission recommends approval (6 in Favor, 0 Nays, 1 Absent).
Staff recommends approval of Case 033-20.

**ATTACHMENTS**
CB 202- 272, Staff Planning Report, P&Z Commission Minutes

P & Z Case 033-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-272 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.

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

Section 1. The City hereby vacates the following described alley way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St described as:

> An Alley Way 20 feet in width to be vacated, being part of Byers and Murphy's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri. Being described more fully as follows: said Alley Way lying East of Lots 93 through 100, lying West of Lots 85 through 92 in said Byers and Murphy's Addition, lying South of East 7th Street and Lying North of East 8th Street, all in Byers and Murphy's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, more generally described as 400 feet of 20-foot-wide alley right-of-way lying North of W. 8th St. and South of W. 7th St.

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

_____
ATTEST: Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# JOPLIN CITY COUNCIL MEETING MINUTES
## September 21, 2020

**CALL TO ORDER**
The September 21, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Pro Tem Keenan Cortez.

**INVOCATION** was read by City Clerk Barbara Gollhofer.

**PLEDGE OF ALLEGIANCE** to the United States of America was led by Ms. Williams.

**ROLL CALL**
Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley (via phone), Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

**PRESENTATIONS**
Mayor Pro Tem Cortez presented a proclamation to Bill Hunt to recognize him on his retirement as Director of Creative Services with KGCS-TV at Missouri Southern State University. Mr. Hunt was instrumental in coordinating the coverage of Joplin City Council meetings for KGCS-TV.

Mayor Pro Tem Cortez presented a proclamation to staff members of Southwest Missouri Job Center to recognize September as Southwest Missouri Job Center Month.

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

**REPORTS AND COMMUNICATIONS**
Toby Teeter, Joplin Area Chamber of Commerce president, presented a quarterly economic development update.
After Mr. Teeter's report, the following citizens requested to speak on this item:
Jerrod Hogan, Joplin, requested to speak in support of the JACC and economic development.
Jeremy Drinkwitz, Joplin, spoke in support of JACC and economic development.
Kelli Perigo, Joplin, requested to speak in support of the Chamber of Commerce and the positive relationship between the city and Chamber in term of economic development.
Alex Menejias, Joplin, requested to speak on budget, chamber, council, economic development.
Ryan Jackson, Joplin, requested to speak on city budgeting and economic development services.
Frank Thompson, Joplin, requested to speak on economic development.
Abigail Covington, Joplin, requested to speak on economic development.
Deborah Ferguson, Joplin, requested to speak on economic development and the future of Joplin.

**CITIZEN REQUESTS AND PETITIONS**
Doug Hunt, Carl Junction, provided an update on the Spirit Tree Project. The goal was to have the sculpture completed by May 22, 2021; however, the project requires more time and funding.
Krissie Walsh requested to speak on the mask ordinance back, but she was not in attendance.
Tom Robertson, Joplin spoke on the Pension and Pay increase.
Mike Pier, Joplin, requested to speak on an item in the upcoming budget.

**PUBLIC HEARINGS**

**CONSENT AGENDA**

Motion by Mr. Shaw, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Minutes of the September 8, 2020 City Council meeting

Minutes of the September 14, 2020 Special City Council meeting.

COUNCIL BILL NO. 2020-270 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E 7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-136**

COUNCIL BILL NO. 2020-271 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-137**

COUNCIL BILL NO. 2020-405 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. **Ordinance No. 2020-138**

Mayor Pro Tem Cortez called a recess at 8:07 p.m.
The meeting reconvened at 8:15 p.m.

Motion by Mr. Copple, second by Mr. Lawson to move the additional Requests to Address Council to this portion of the meeting. Voting in favor were Council Members: Cortez, Copple, Lawson, Reid Adams, Shaw, Stinnett and Williams, 7. Nays: Monteleone, Stanley, 2.

Additional Requests to Address Council:

Kevin VanStory, Neosho, requested to speak on disparaging remarks, redress of grievance about the chamber president and other issues.

Brian Evans, Joplin, requested to speak on Joplin taxpayer funded budget expenditures.

John (requested not to disclose last name) requested to speak on the nine percent pay raise.

Eileen Donnelly requested to speak on freedom.

Margey Upson requested to speak on promises made, promises broken.

June Blakely requested to speak on JACC, funds for 1st responders and proper budgeting.

**RESOLUTIONS**

RESOLUTION NO. 2020-013

Dr. Reid introduced Resolution No. 2020-013 – a resolution authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2021 Historic Preservation Fund Grant for the National Historic Register Nomination of The Broadway District. Motion by Dr. Reid Adams, second by Mr. Copple to approve Resolution No. 2020-013. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Dr. Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **Resolution No. 2020-013**

RESOLUTION NO. 2020-014

Mr. Stinnett introduced Resolution No. 2020-014 - a resolution authorizing the acceptance of a stormwater grant from the Missouri Department of Natural Resources (MDNR) to be allocated towards the update of the City of Joplin's Stormwater Management Masterplan, authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Lawson to approve Resolution No. 2020-013. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **Resolution No. 2020-014**

**ORDINANCES – EMERGENCY**

COUNCIL BILL NO. 2020-159

Mr. Shaw introduced Council Bill No. 2020-159 - an ordinance approving the City of Joplin to enter into a construction agreement with D & E Plumbing & Heating Inc., in the amount of One Million One Hundred Thirty-Nine Thousand Thirty- Two and 80/100 Dollars ($1,139,032.80) for construction of the 4th and School Storm Drainage Improvements, Phase II 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. Shaw, second by Mr. Monteleone that Council Bill No. 2020-159 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-139**

COUNCIL BILL NO. 2020-161

Mr. Lawson introduced Council Bill No. 2020-161 - an ordinance authorizing the acceptance of a reimbursable agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) to provide advanced payment to the FAA for design, review and construction oversight of the Navigation Aids (NAVAIDS) during the Reconstruction of Runway 18-36 at the Joplin Regional Airport (JLN); and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-161 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-140**

COUNCIL BILL NO. 2020-452

Mr. Copple introduced Council Bill No. 2020-452 - an ordinance authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to Fifteen Thousand Dollars, no Cents, ($15,000.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency

clause. Motion by Mr. Copple, second by Mr. Stinnett that Council Bill No. 2020-452 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-141**

COUNCIL BILL NO. 2020-608

Mr. Shaw introduced Council Bill No. 2020-608 - an ordinance authorizing the acceptance of a grant from the Missouri Department of Economic Development, Show Me Strong Destination Marketing Organization(DMO),Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help the City of Joplin resume normal business operations and restore economic activity statewide in response to the COVID-19 public health emergency; authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21,2019; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Monteleone that Council Bill No. 2020-608 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-142**

COUNCIL BILL NO. 2020-609

Dr. Reid Adams introduced Council Bill No. 2020-609 - an ordinance approving a Contract by and between the City of Joplin and Landworks Studio to complete a Parks Master Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2020-609 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-143**

**Ordinances – First Reading**

COUNCIL BILL NO. 2020-007

Mr. Shaw introduced Council Bill No. 2020-007- an ordinance repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau. Motion by Mr. Shaw, second by Mr. Lawson to pass Council Bill No. 2020-007 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-007**.

COUNCIL BILL NO. 2020-162

Mr. Stinnett introduced Council Bill No. 2020-162 - an ordinance authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Reid Adams to pass Council Bill No. 2020-162 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-162**.

COUNCIL BILL NO. 2020-164

Mr. Shaw introduced Council Bill No. 2020-164 - an ordinance approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Copple to pass Council Bill No. 2020-164 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-164**.

COUNCIL BILL NO. 2020-165

Mr. Lawson introduced Council Bill No. 2020-165- an ordinance approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Stinnett to pass Council Bill No. 2020-165 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-165**.

COUNCIL BILL NO. 2020-166

Mr. Shaw introduced Council Bill No. 2020-166- AN ORDINANCE approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Stinnett to pass Council Bill No. 2020-166 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-166**.

**ORDINANCES – SECOND READING AND THIRD READING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**Approve appointment of TIF Commission Chairman**: Motion by Mr. Stinnett, second by Mr. Lawson to approve the appointment of Tom Franz as TIF Chairman. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

**Approve amended excess surplus property list for the City's annual auction, Sept. 26.**

Motion by Mr. Lawson, second by Mr. Shaw to approve the amended surplus property list. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

News from Public Information Officer, Lynn Onstot

The City's annual Auction is set for this Saturday, September 26. The Auction begins at 9 a.m. and will be held in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street. Merchandise to be auctioned will be available for viewing from 1 to 4 p.m. on Friday, September 25 and prior to the start of the auction on Saturday. The list of auction items will soon be posted on the City of Joplin's website, www.joplinmo.org/auctionlist.

The City has been working on the Memorial Hall study and appreciates our citizens for their input. With more than 800 responses to the survey, we will hold a Public Meeting for the consultant to share some of the results along with ideas and program possibilities for Memorial Hall. This meeting will be from 4:30 to 6:30 p.m. on Thursday, October 1 at the Memorial Education Center. Many people might know this as the former Memorial school at 825 Pearl Avenue. As we discuss the preliminary concepts and review different options, we would like more input from our residents. Mark your calendars and watch the City's Facebook and the Parks and Rec page for another survey. This is the second of three meetings planned for this study of Memorial Hall.

We are also updating the City's Master Stormwater Plan and have two upcoming public meetings to hear from our residents about any water retention issues they may have near their homes or in their neighborhoods. The meetings are set for Thursday, Sept. 24 and Tuesday, Sept. 29. Both will be held from 4:30 to 6:30 p.m., with Sept. 24 meeting being held at the Housing Authority's community room at 5th and Turk; and the Sept. 29 meeting will be held at the Joplin Senior Center, 2616 Picher Avenue. All of the public meetings mentioned in these announcements are held in an Open House format, allowing a flexible schedule for people to come and go as their time allows. More information about these topics, please check our website, joplinmo.org. Thank you.

Other business

Mr. Copple asked for clarification on the size for political signs. City staff will follow up with him.

There being no further business, the meeting adjourned at 9:55 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-007 - An Ordinance repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau.

**MEETING DATE**
September 21, 2020

**ORIGINATING DEPT**:
Municipal Court

**ATTACHMENTS**
Council Bill NO. 2020-007

**REVIEWED BY**
Court Administrator: Lamonte Ratcliff; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
The following ordinance repeals Chapter 114, Traffic Administration and Enforcement, Division 2, Traffic Violations Bureau

**BACKGROUND**
Chapter 114, Traffic, Article II, Administration and Enforcement, **Division 2**, Traffic Violations Bureau, **requires** the Municipal Court Judge to establish a Traffic Violations Bureau for certain designated municipal ordinance violations. This section of ordinance's impacts the Judge's ability to exercise discretion, concerning a violations bureau for the Municipal Court.

Chapter 42-91, Courts – authorizes, **but does not require** the Municipal Judge to establish a violations bureau for certain designated municipal ordinance violations.

Because of the existing inconsistency, Chapter 114, Traffic, Article II, Administration and Enforcement, **Division 2**, Traffic Violations Bureau, should be repealed.

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends approval.

COUNCIL BILL NO. 2020-007 ORDINANCE NO.

AN ORDINANCE repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau.

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

WHEREAS, Chapter 42, Courts, Article II, Municipal Court, Division 4, Violations Bureau, Sec. 42-91 authorizes but does not require the municipal court judge to establish a violations bureau for certain designated municipal ordinance violations;

WHEREAS, Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau, Sec. 114-71 requires the municipal court judge to establish a traffic violations bureau to be governed by Missouri Supreme Court Rule 37;

WHEREAS, Sec. 42-91 and Sec. 114-71 are inconsistent;

WHEREAS, Missouri Supreme Court Rule 37 deprives the municipal court judge of discretion in assessing fines for municipal ordinance violations where there is a local Rule 37 violations bureau; and

WHEREAS, Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau should be repealed.

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

Section 1. That Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau, is repealed.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-162
Agreement for Sewer Service and Sewer Assessment (Wildwood Ranch, LLC)

**MEETING DATE**
September 21, 2020

**ORIGINATING DEPT**
Public Works

**ATTACHMENTS**
CB 2020-162 Ordinance; Agreement for Sewer Service; Location Map

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

**SUMMARY**
This Council Bill approves an Agreement with Wildwood Ranch L.L.C., for Sewer Service and Sewer Assessment.

**BACKGROUND**
In 2018 the City was approached by a developer wishing to subdivide a tract of land for residential development consisting of approximately 600 homes. City staff reviewed the potential capacity available in the collection system that would serve the development and found that there was not enough sewerage capacity available for 600 homes. The developer's engineers evaluated the collection system and reached the same conclusion. City staff contracted with Allgeier Martin and Associates to perform a study of the collection system serving this area and to provide options and cost estimates for improving the system to provide more capacity for development. The engineering report was completed in December of 2018 and has been used during discussions between City staff, property owners and developers to incorporate into the agreement. This agreement allows the City to collect a surcharge of 30% on all sewer charges collected from sewer users connecting to the improved collection system within the property described in this agreement. The funds collected will pay for half of the cost, plus interest of the Phase 1 and Phase 2 improvements needed to increase the available sanitary sewer capacity of the sewer collection system. The total cost of Phase 1 is estimated to be $233,750; the total cost of Phase 2 is estimated to be $2,867,370. The total capacity gained from the improvements will be split with half being reserved by the City for industrial or commercial development and the remainder is reserved for residential development. The industrial and commercial developments will also pay the 30% surcharge but the amount to be paid for by the surcharge is half of the total cost, plus interest. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

**FUNDING SOURCE**
Sewer improvement projects will be funded from the sanitary sewer fund with the funds collected from the 30% surcharge paying for half, plus interest.

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on first reading.

AGREEMENT FOR SEWER SERVICE
AND SEWER ASSESSMENT

THIS AGREEMENT made and entered into this _____ day of September, 2020, by and between Wildwood Ranch, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Owner"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "City"). City's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Owner owns certain real estate (hereinafter referred to as "the Property"), said real estate being described as follows:

"Legal Description is attached as Exhibit A"

WHEREAS, Owner desires that City construct, maintain, and repair certain improvements to treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Phase 1 Improvements.

a. City's Responsibilities. City shall engineer, construct, maintain, and repair all sewage collection system sewer main lines to make sanitary sewer service available to the Property. City shall construct, maintain, and repair improvements to the 20th Street Lift Station to increase pumping capacity to 400 gpm. Specifically, these improvements are projected to include Duplex 400 gpm, 83 hp submersible pumps. The cost estimate of these improvements is $162,250.00. City shall, at Owner's expense, construct, maintain, and repair improvements to the 20th Street Lift Station to increase flow equalization. Specifically, these improvements are projected to include two 10' diameter by 22' deep flow equalization basins. The cost estimate of these improvements is $71,500.00. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. In the event that additional easements or right

of way is required, City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewer lateral lines extending from sewer main lines to the Property. Owner, at its expense, shall construct a sewage collection system as part of its development of the property from the lateral lines to the lift station, and this collection system shall be dedicated to the City upon completion. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

2. Phase 2 Improvements.

a. City's Responsibilities. After such time as City determines that fifty percent (50%) of the capacity created by the Phase 1 Improvements has been used, City shall design, engineer, construct, maintain, and repair improvements to the 20th Street Lift Station and Lift Station #19. Specifically, flow from the 20th Street Lift Station will be eliminated from the Lift Station #19 basin and directly piped to the Shoal Creek WWTP. The cost estimate of these improvements is $2,867,370. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewage collection system sewer lateral lines extending from sewer main lines to the Property. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

3. Maintenance and Repair. City shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Owner shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines in accordance with the Joplin City Code.

4. Payment Obligation of Owner and Rates for Service. It is the intent of this Agreement that Owner, its successors and assigns, and any subsequent owners of any part of the Property pay fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements. Owner plans to construct a subdivision or sell all or part of the Property for a subsequent owner to construct a subdivision and it is agreed that each residential home located on the Property will be responsible for the monthly service rates and surcharge set forth in this paragraph. Owner, its successors and assigns, and any subsequent owners of any part of the Property shall be assessed fees for "in city" sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances, plus a thirty percent (30%) surcharge. Said surcharge shall be assessed until fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements, plus interest computed at 2.75% per annum, has been fully paid, at which time the surcharge shall cease. Said fees shall be due from any owner of any part of the Property receiving sewer service, regardless of whether the user is residential, commercial, or industrial. Total actual cost includes engineering and design and all construction and related costs.

5. Payment Schedule. Owner, its successors and assigns, and any subsequent owner of any part of the Property shall pay City for any fees for sanitary sewer service assessed pursuant to the terms of the sewer bills that are sent by City.

6. City's Reservation of Capacity from Phase 2 Improvements. City reserves fifty percent (50%) of the increased sewer capacity from the Phase 2 Improvements for allocation and use by City at its sole discretion.

7. Development of the Property. Owner agrees that the Property is governed by the Joplin City Code, including but not limited to the building code, fire code, and zoning. Owner agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code. Owner agrees that any construction or development of the Property shall conform with all requirements of City's Standard

Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. The parties agree that the annexation agreement contained in the January 15, 2008 Agreement for Sanitary Sewer Construction and Treatment Services between that parties shall be strictly followed. In addition, all property that is served by sanitary sewer under this Agreement shall be annexed into the City prior to the sanitary sewer being connected to the City's sewer line.

b. Owner, its successors and assigns, irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Owner, its successors and assigns, shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Owner, its successors and assigns, to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Owner, its successors and assigns, agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

10. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. This Agreement shall be recorded in the Recorder's Office and shall run with the land and bind all successor owners of any real estate described above.

11. Compliance with Law. Owner shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Owner hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Owner, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

16. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

17. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by Owner, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

18. Termination. City may terminate this Agreement upon the failure of Owner to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by City to Owner.

19. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of September, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

WILDWOOD RANCH, L.L.C.

_____
By:
Its:

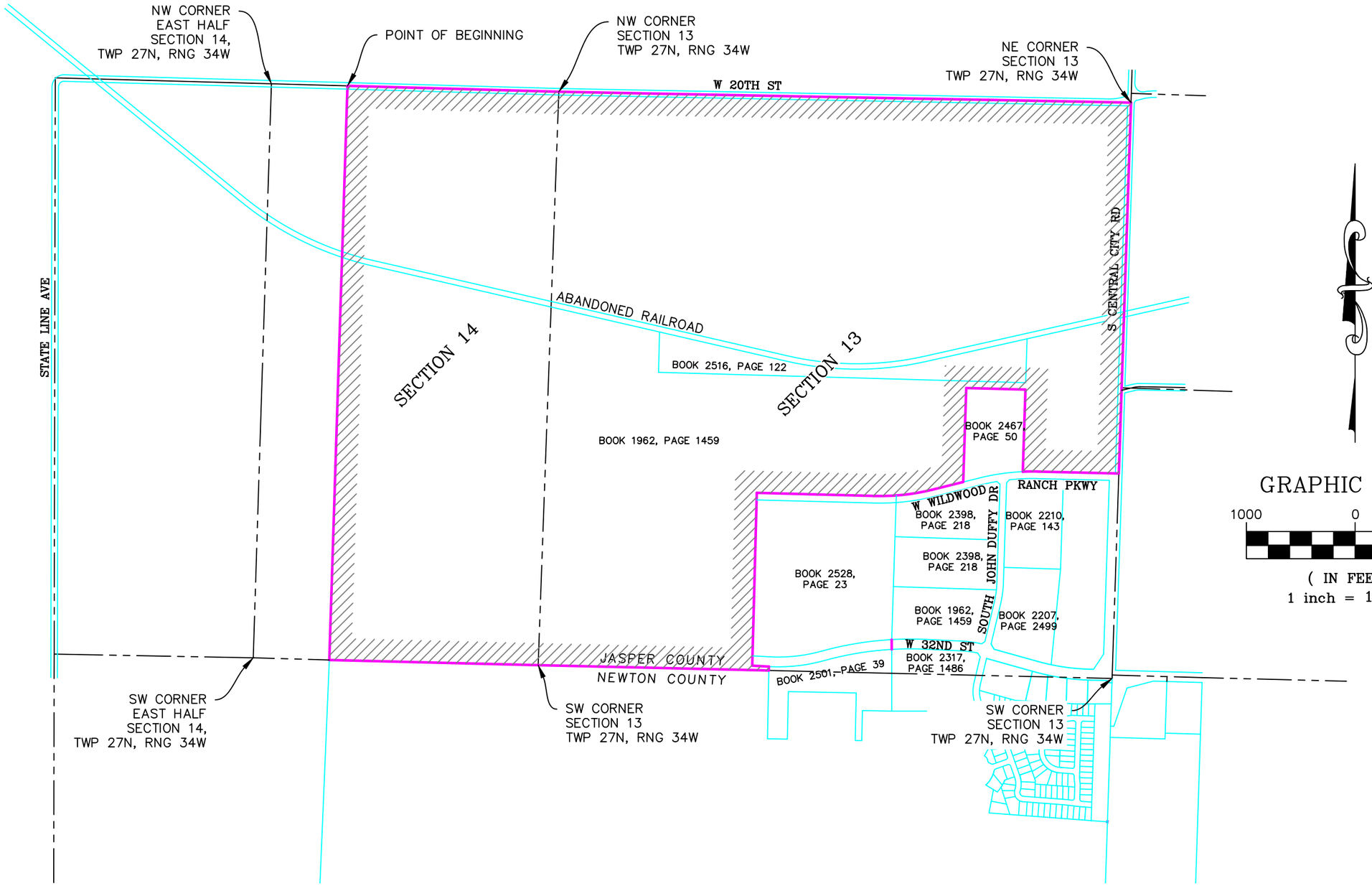
ADD NOTARY ACKNOWLEDGMENTS (REQUIRED FOR RECORDING)

# Exhibit A

# LEGAL DESCRIPTION Pertaining to the Agreement for Sewer Service and Sewer Assessment (Wildwood Ranch, LLC)

PART OF THE EAST HALF OF SECTION 14, AND PART OF SECTION 13, IN TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 700 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF SECTION 14, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1610, PAGE 197 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE EAST ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 14 TO THE NORTHEAST CORNER OF SAID SECTION 14; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 13 TO THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 13 AND THE NORTH RIGHT-OF-WAY LINE OF WEST WILDWOOD RANCH PARKWAY IF PROJECTED EAST; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WILDWOOD RANCH PARKWAY TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2467, PAGE 50 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT OF LAND, 755.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, 545.07 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND, THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND, 864.27 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND, BEING ON THE NORTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 ON A 1970 FOOT RADIUS CURVE TO THE RIGHT, 195.86 FEET; THENCE WEST CONTINUING ALONG THE NORTH LINE OF SAID TRACT OF LAND, 1088.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND, 1588.59 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND, 153.52 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND TO A POINT ON THE SOUTH LINE OF SAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, TO A POINT ON THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1610, PAGE 197; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT OF LAND TO THE POINT OF BEGINNING.




GRAPHIC SCALE

1000 0 500 1000

( IN FEET )

1 inch = 1000ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

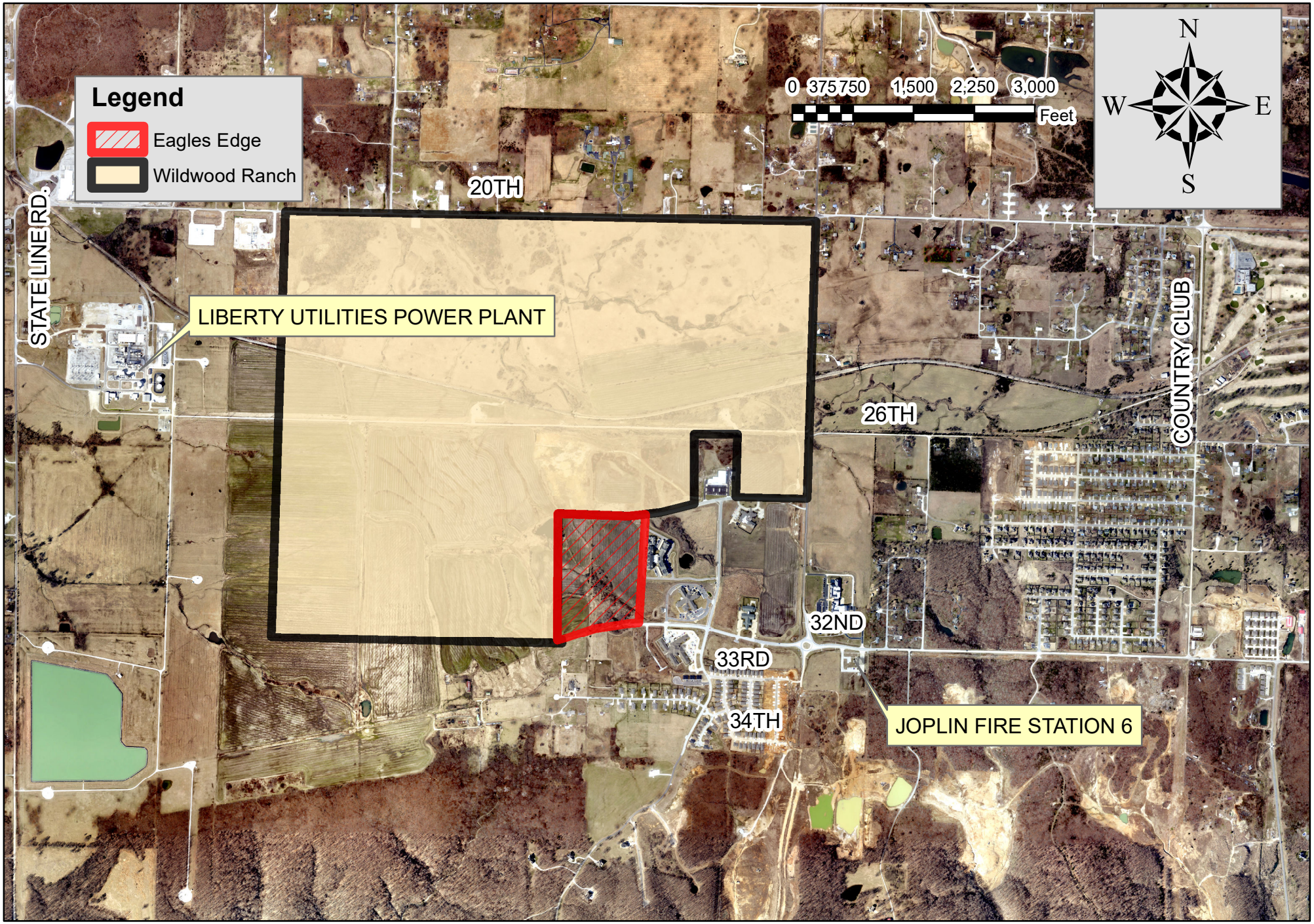
THE CITY OF JOPLIN

**DESCRIPTIOIN SKETCH**

WILDWOOD RANCH
JOPLIN, JASPER COUNTY, MISSOURI

| | |
|---|---|
| DRAWN BY: GBB | FIELD BY: -- |
| DATE: 8-27-20 | FIELD BK: -- |
| CLIENT NO: --- | DRAWING NUMBER: -- |

# WILDWOOD RANCH - SEWER SERVICE AND SEWER ASSESSMENT AGREEMENT



COUNCIL BILL NO. 2020-162 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Wildwood Ranch, L.L.C., owns certain real property more particularly described in the Agreement, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A";

WHEREAS, Wildwood Ranch, L.L.C., desires that City design, engineer, construct, maintain, and repair certain improvements for sanitary sewer service to said real property. The estimated cost of the Phase 1 improvements is $233,750. The estimated cost of the Phase 2 improvements is $2,867,370;

WHEREAS, City agrees to advance the costs of said improvements;

WHEREAS, Wildwood Ranch, L.L.C., its successors and assigns, and any subsequent owners of any part of said real property, agree that the actual costs of said improvements shall be recovered by a 30% surcharge on any and all sewer service charges established by Section 118-202 of the Joplin City Code for said real property until the actual costs of said improvements, plus interest computed at 2.75% per annum, have been fully paid; and

WHEREAS, City and Wildwood Ranch, L.L.C., agree that City reserves fifty percent (50%) of the increased sewer capacity created by said improvements for allocation and use by City at its sole discretion.

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

Section 1. That the agreement with Wildwood Ranch, L.L.C. for the purpose of providing sanitary sewer service, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-164 – approving a Work Authorization OLS-OC20-09 with Olsson for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd.

**MEETING DATE**
September 21, 2020

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Council Bill 2020-164, Work Authorization

**REVIEWED BY**
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd.

**BACKGROUND**
The Capital Improvement Sales Tax was approved by voters in 2004. One of the items listed on the projects to be funded by the tax was signal improvements. The traffic signal at the intersection of 4th Street and Murphy Boulevard has the oldest equipment of any signal maintained by the City. The signal equipment is in need of replacement, and while the signals are being brought up to date, other upgrades are going to be considered. These include looking at the potential need for dedicated turn lane, preemption with railroad, etc.

City staff have selected Olsson, from the City's list of on call consultants, for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd. The scope includes evaluation of the existing improvements and design for new signal equipment and intersection. Services rendered also include survey, bid phase services and preparation of bid documents. Olsson will develop and design preliminary and final construction plans for the improvement. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards. City staff will provide construction inspection services.

**FUNDING SOURCE**
These payments are included in the FY 2019-20 budget of the Capital Improvement Sales Tax.

**RECOMMENDATION**
Staff recommends approval of this Council Bill No. 2020-164, Work Authorization OLS- OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100

dollars ($108,600.00) for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd on first reading.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Olsson<br>Address: 702. S. Main<br>Joplin, MO 64801 | |
| Attention: David Hertzberg | | Attention: Clayton Cristy<br>Jack Schaller | |
| Department: Public Works Department | | Phone: 417-781-0643 | Fax: 417-781-4714 |
| Phone: 417-624-0820 | Fax: | Intersection of 4th and Murphy Boulevard | |

**WORK AUTHORIZATION NUMBER** OLS-OC20-09
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC20-09 exceed the sum of One Hundred and Eight Thousand, Six Hundred Dollars ($ 108,600.00 ).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**Engineer:** Olsson

By: _____

Printed Name: Jack Schaller

Title: Vice President

Date: 09/08/2020

By: _____

Printed Name: Clayton Cristy

Title: Vice President

Date: 09/08/2020

**CITY OF JOPLIN, MISSOURI**

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

Date: _____

# EXHIBIT A to WORK AUTHORIZATION
# SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated September 8, 2020 between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

## PROJECT DESCRIPTION AND LOCATION

Project will be located at: Intersection of 4th Street and Murphy Boulevard

Project Description: Signalized Intersection Improvements
4th Street and Murphy Boulevard

## SCOPE OF SERVICES

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

### DESIGN SERVICES

### Phase 100 – Surveying Services

#### Task 101 - Topographic Survey Data

Olsson will collect Topographic Survey data for the portions of 4th Street and Murphy Blvd, as outlined in red, on the attached Exhibit B. The Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

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

#### Task 102 - Boundary Survey Data

Olsson will collect boundary information and determine right of way lines for the portions of 4th Street and Murphy Blvd, as outlined in red, on the attached exhibit. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

The City shall provide title search information for project parcels.

**Total Fee (Tasks 101 & 102) = $11,500**

## Phase 200 – Intersection Analysis

### Task 201 – Traffic Counts

Olsson will collect 12-hour vehicular, trucks, and pedestrian traffic volume counts for a typical weekday for the study intersection of 4th Street and Murphy Boulevard.

Travel patterns have been impacted due to the current COVID-19 pandemic. To determine the reduction in traffic volumes due to closures and stay-at-home orders, data collected by MoDOT within the vicinity of the project area will be reviewed to determine if traffic volumes are reduced due to varying travel patterns. Upon review, a percent decrease in current traffic volumes will be determined and intersection turning movement counts will be adjusted to obtain a base traffic count, if appropriate.

### Task 202 – Safety Analysis

A safety analysis will be completed to review crash history at the intersection of 4th Street and Murphy Boulevard including the railroad crossing west of the intersection. It is assumed that relevant crash data for a three-year period will be provided by City staff. Olsson will determine detailed information possibly including: Type, Time-of-Day, Weather Condition, Lighting Condition, and Severity. The crash data will be summarized on a figure and/or table as appropriate. Detailed crash diagrams will not be provided with this task.

### Task 203 – Capacity Analysis

Olsson will conduct capacity and queuing analysis of the proposed scenarios as shown below for the typical weekday AM and PM peak hour for the following three scenarios:

- Existing
- Existing as 3-Lane Segment on 4th Street
- Future 2040

Olsson will develop Future 2040 traffic volumes based on available data from the City including the City's model for the study intersection.

### Task 204 – Intersection Traffic Control Evaluation (Railroad Crossing)

The existing signal will be reviewed for the study intersection to determine if an advance pre-signal is warranted for the railroad crossing and or preemption. **If it is determined that the intersection requires a pre-signal or preemption an amendment will be required for these services.**

### Task 205 – Intersection Analysis Memorandum

A brief memorandum will be prepared to summarize analysis and provide recommendation of intersection traffic control type, potential geometric improvements, and pedestrian accommodations. Recommendations will be based on City and MoDOT standards and engineering judgement.

**Total Fee (Tasks 201, 202, 203, 204, & 205) = $16,100**

## Phase 300 – Traffic Signal Design

### Task 301 – Traffic Signal Design

Olsson will use the findings of Phase 200. Traffic Signal layout will be based on City standards and findings of Phase 200 Analysis report. Features will include equipment such as Detection, Interconnect, and remote monitoring capabilities (CCFV).

**Fee (Task 301) = $18,500**

## Phase 400 – Public Roadway Design

### Task 401 – Roadway & Geometric Design

Olsson shall prepare a design analysis and geometric layout for an improved signalized intersection. The geometric improvements will be based on the Intersection Analysis Memorandum. The geometric improvements are anticipated to include the following:

- Dedicated North Bound Right Turn Lane
- Improved Southbound Right Turn Slip Lane

Olsson will prepare design plans for the intersection project based on City of Joplin standards. Plans will be prepared and submitted for the 30%, 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey control and alignment sheet
- Demolition Plan
- Develop typical sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Storm System Profiles (if necessary)
- Special Details
- Grading and Erosion Control Plan
- Cross Sections (as necessary).
- Signal Design Plans
- Traffic Control Plan
- Utility Coordination Plan

Drainage design will be performed to include Drainage Area Map, Pavement Spread Calculations, Inlet & Structure capacity design, and hydraulic grade calculations.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

**Fee (Task 401) = $25,000**

### Task 402 – Pavement Marking and Signing Plans

Olsson will design pavement marking and signing complying with the MUTCD and the City of Joplin Standards.

**Fee (Task 402) = $3,000**

### Task 403 – Traffic Control & Construction Sequencing

Olsson will design traffic control for the roadway design and signal improvement construction. Construction sequencing sheets and narrative will be developed based on the assumption that limited traffic will be maintained, in limited directions, through the intersection during construction. Olsson will work to maximize amount of traffic allowed through construction, but it is unlikely that all turning movements will be accommodated.

**Fee (Task 403) = $3,000**

### Task 404 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)

Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

**Fee (Task 404) = $3,500**

**Task 405 – Meetings and Project Management**
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 5 meetings will be required throughout the various design stage submittals.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews at each design submittal stage.

**Fee (Task 405) = $6,000**

**Task 406 – Public Street Lighting Plans (Excluded)**
*It is assumed that lighting on the signal poles will be adequate for the intersection improvements. Any additional lighting plans would be additional services.*

**Total Fee (Tasks 401, 402, 403, 404 & 405) = $40,500**

**Phase 500 – Utility Coordination**

**Task 501 – Utility Coordination**
Olsson shall prepare a utility coordination plan for the intersection improvements. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

**Fee (Task 501) = $5,000**

**BIDDING & CONSTRUCTION ADMINISTRATION SERVICES**

**Phase 600 – Bid Phase Services**

**Task 601 - Prepare Notice to Bidders and Issue Documents**
Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at the local Olsson office.

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

**Task 602 - Review and Evaluate Bids**
Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

**Task 603 - Conform Documents**

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

**Total Fee (Tasks 601, 602, & 603) = $6,500**

**Phase 700 – Construction Administration Services**

**Task 701 - Construction Administration**

Olsson shall perform the following construction administration services:

- Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
- Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
- Review Contractor pay applications.
- Prepare necessary Change Orders and Revision Sheets (3 Change Orders Estimated)
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Conduct Periodic site visits during construction (Assumed 4).

**Task 702 – Project Close Out**

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

**Total Fee (Tasks 701 & 702) = $10,500**

**Assumptions:**

- Title Searches for adjacent right-of-way will be provided by City staff.
- Crash reports will be provided by City staff.
- Detailed crash diagrams will not be provided.
- Development of Railroad System Requirements and coordination with Railroad Consultant to determine this is excluded with this scope of services, however, can be included at an additional fee to be established in an amendment.
- No right of way is anticipated for this project.

**Meetings: Listed meeting are included in the basic scope. Additional meetings shall be considered additional services.**

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

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

## SCHEDULE FOR OLSSON'S SERVICES

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

Signalized Intersection Improvements Design Services will be completed in an 8-month period following notice to proceed.

**SUMMARY OF FEES**

| | |
|---|---|
| Phase 100 – Surveying Services | $11,500 |
| Phase 200 – Intersection Analysis | $16,100 |
| Phase 300 – Traffic Signal Design | $18,500 |
| Phase 400 – Public Roadway Design & PM | $40,500 |
| Phase 500 – Utility Coordination | $5,000 |
| Phase 600 – Bidding | $6,500 |
| Phase 700 – Construction Administration | $10,500 |
| **GRAND TOTAL FEE** | **$108,600** |

*Assumption included that fees can be shifted between phases and tasks as work progresses, to cover actual work completed.*


Survey Exhibit B
Topographic and R/W Determination area
Legend
Becton Ave
S Cox Ave
E 3rd
SE Murphy Blvd
Water Ave
Becton Rd
Grand Ave
E 5th St
Google Earth
© 2020 Google
N
500 ft

Olsson Billing Rate Schedule
2020 Labor Rates

| Description | Range | | |
|---|---|---|---|
| Principal | 118.00 | - | 381.00 |
| Project Manager | 114.00 | - | 195.00 |
| Project Professional | 110.00 | - | 174.00 |
| Assistant Professional | 64.00 | - | 143.00 |
| Designer | 80.00 | - | 216.00 |
| CAD Operator | 43.00 | - | 118.00 |
| Survey | 46.00 | - | 187.00 |
| Construction Services | 43.00 | - | 193.00 |
| Administrative/Clerical | 29.00 | - | 130.00 |

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

# REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

| **Classification** | **Cost** |
|---|---|
| Automobiles (Personal Vehicle) | $0.575/mile* |
| Suburban's and Pick-Ups | $0.75/mile* |
| Automobiles (Olsson Vehicle) | $85.00/day |
| Other Travel or Lodging Cost | Actual Cost |
| Meals | Actual Cost |
| Printing and Duplication including Mylars and Linens | |
| In-House | Actual Cost |
| Outside | Actual Cost+10% |
| Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery | Actual Cost |
| Film and Photo Developing | Actual Cost+10% |
| Telephone and Fax Transmissions | Actual Cost+10% |
| Miscellaneous Materials & Supplies Applicable to this Project | Actual Cost+10% |
| Copies of Deeds, Easements or other Project Related Documents | Actual Cost+10% |
| Fees for Applications or Permits | Actual Cost+10% |
| Sub-Consultants | Actual Cost+10% |
| Taxes Levied on Services and Reimbursable Expenses | Actual Cost |

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**COUNCIL BILL NO. 2020-164 ORDINANCE NO**

AN ORDINANCE approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for storm water improvements at 4th and Murphy Blvd, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2020-164**

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

_____

Leslie Haase, Director of Finance

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-165 Construction Agreement for the 20th and Malang Lift Station Improvements Project

**MEETING DATE**
September 21, 2020

**ORIGINATING DEPT**
Public Works - Engineering

**ATTACHMENTS**
CB 2020-165 Ordinance; Agreement; Bid Summary; Exhibit Map

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

**SUMMARY**
This Council Bill approves a Construction Agreement with Jeff Asbell Excavating and Trucking for the 20th & Malang Lift Station Improvement project in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00).

**BACKGROUND**
The 20th and Malang lift station is the newest pump station within the City's system, completed in May of 2018 as part of a disaster-recovery grant from the Economic Development Administration (EDA). One of the conditions for appropriating EDA grant funds for the Wildwood Business Park was that there had to be firm commitments from private developers to build there. This limited the lift station's initial pumping capacity to handle the sanitary sewer flows generated from those development projects. Now that those projects have been realized, the remaining capacity of the lift station hinders further growth in the business park; the lift station needs to be upgraded to stimulate further development there. In December of 2018, Allgeier, Martin and Associates (AMA) outlined a phased approach to meet wastewater capacity needs at this lift station. The study became the basis of the Agreement for Sewer Service and Sewer Assessment with Wildwood Ranch. Council Bill 2020-123 authorized AMA to develop bid documents for the first phase improvements. To meet the immediate wastewater pumping needs, this project provides for the installation of 2 flow equalization wet wells at the lift station, along with associated site upgrades. The project was advertised on August 16, 2020, and bids were opened on September 9, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 2 contractors; Jeff Asbell Excavating and Trucking was confirmed to be the lowest bidder. The low bid was within 5% of the Engineer's estimate. Public Works intends to provide construction inspection and administration.

**FUNDING SOURCE**
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

**RECOMMENDATION**

Staff recommends approval of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Jeff Asbell Excavating & Trucking, Inc.<br>Address: 9400 State Highway 171<br>CARTHAGE, MO 64834 | |
| Attention: | | Attention: Jacob Asbell | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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:

20th & Malang Lift Station Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 150 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Fifty-Six Thousand Five Hundred & 00/100 DOLLARS ($ 256,500.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders

g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Anti-Collusion Affidavit
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond
o. General Conditions of Contract
p. Supplemental General Conditions
q. Statement of Bidder's Qualifications
r. All Addenda

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 Two Hundred Fifty-Six Thousand Five Hundred & 00/100 DOLLARS ($ 256,500.00)dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR: Jeff Asbell Excavating and Trucking, Inc.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

# BID SUMMARY

**PROJECT: 20th & Malang Lift Station Improvements**

**DATE OF BID OPENING: September 9 , 2020 - 1:30 p.m.**

| CONTRACTOR | BID |
|---|---|
| Goins Enterprise | 355,000.00 |
| Jeff Asbell Excavating | 256,500.00 |
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| Engineering Estimate | 246,500.00 |
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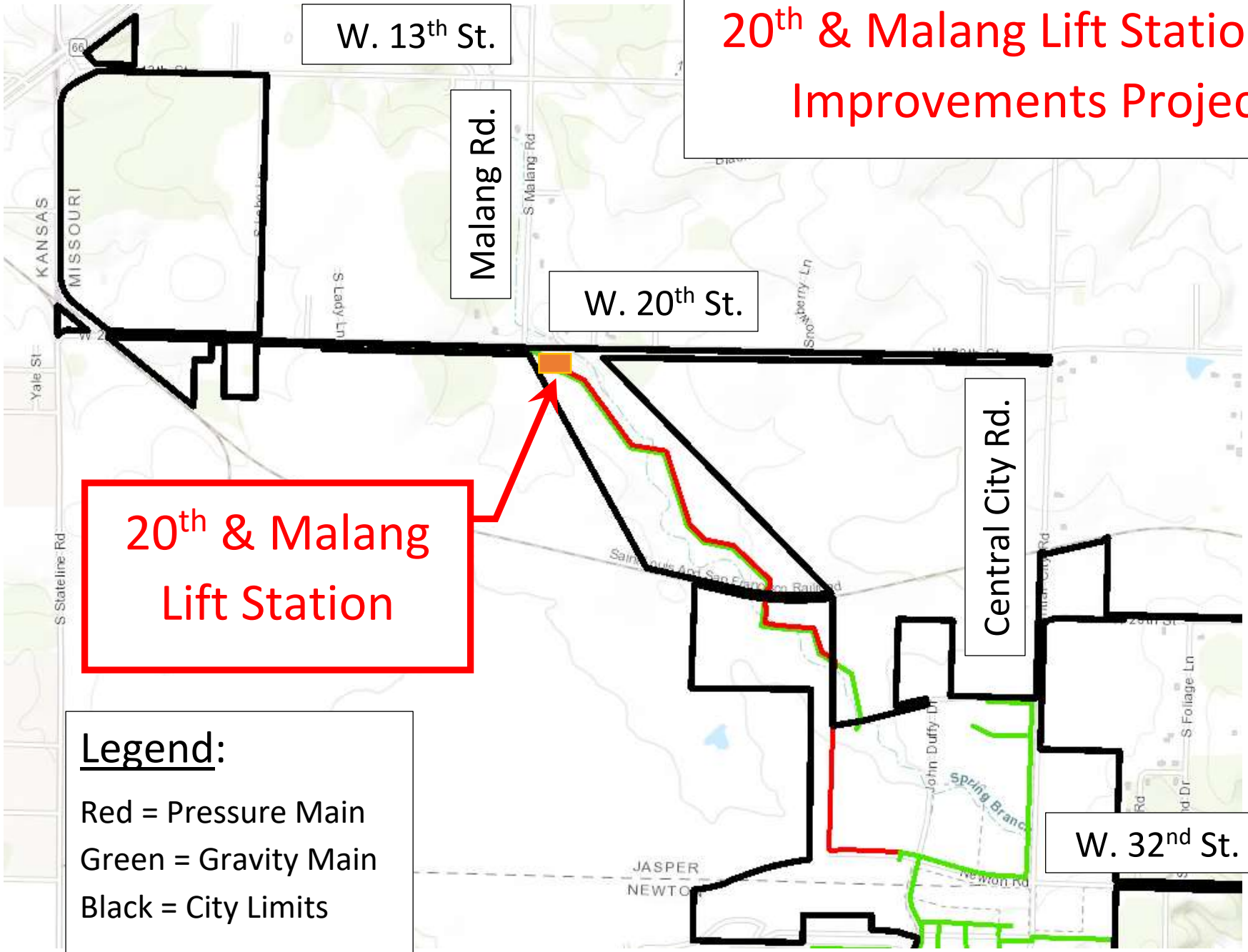
# Exhibit Map:

## 20th & Malang Lift Station Improvements Project



**COUNCIL BILL NO. 2020-165** **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00), 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, 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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL 2020-165**

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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-166 Construction Agreement for the 44th and Virginia Lift Station Improvements Project

**MEETING DATE**
September 21, 2020

**ORIGINATING DEPT**
Public Works - Engineering

**ATTACHMENTS**
Exhibit Map; CB 2020-166 Ordinance; Agreement; Bid Summary

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

**SUMMARY**
This Council Bill approves a Construction Agreement with G&G Construction for the 44th & Virginia Lift Station Improvement project in the amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00).

**BACKGROUND**
The 44th and Virginia lift station is one of the older pump stations within the city's system, built in 1961. The 2020 Wastewater Facilities Plan, developed by AMA, identified the need to upgrade the lift station's pumping capacities. The two existing pumps are incapable of meeting current peak pumping capacity needs, and the geometry of the old wet wells leads to damage to the pump impellers, further reducing pumping capacity. CB 2020-121 directed AMA to design improvements aimed at addressing pumping capacities, wet weather storage volumes, and safety concerns. Renovation of this lift station coincides with the completion of the recently installed parallel force main serving this lift station.

The project was advertised on August 16, 2020, and bids were opened on September 9, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; G&G Construction was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The scope of this project includes the installation of two new wet wells and submersible pumps, along with site improvements. Public Works intends to provide construction inspection and administration.

**FUNDING SOURCE**
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: G&G Construction Company, Inc.<br>Address: 641 E. Java Road<br>Carthage, MO 64836 | |
| Attention: | | Attention: Curtis Garner | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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:

44th & Virginia Lift Station Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 210 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Thirteen Thousand Nine Hundred & 00/100 DOLLARS ($213,900.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instruction to Bidders

g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMo., Et. Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMo., Et. Seq. (Worker Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions of Contract
r. Supplemental General Conditions
s. All Addenda

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 Two Hundred Thirteen Thousand Nine Hundred & 00/100 DOLLARS ($213,900.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR: G&G Construction Company, Inc.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

# BID SUMMARY

**PROJECT: 44th & Virginia Lift Station Improvements**

**DATE OF BID OPENING: September 9 , 2020 - 11:00 a.m.**

| CONTRACTOR | BID |
|---|---|
| G & G Construction | 213,900.00 |
| Goins Enterprises | 434,000.00 |
| Jeff Asbell Excavating | 237,000.00 |
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| Engineering Estimate | 307,000.00 |
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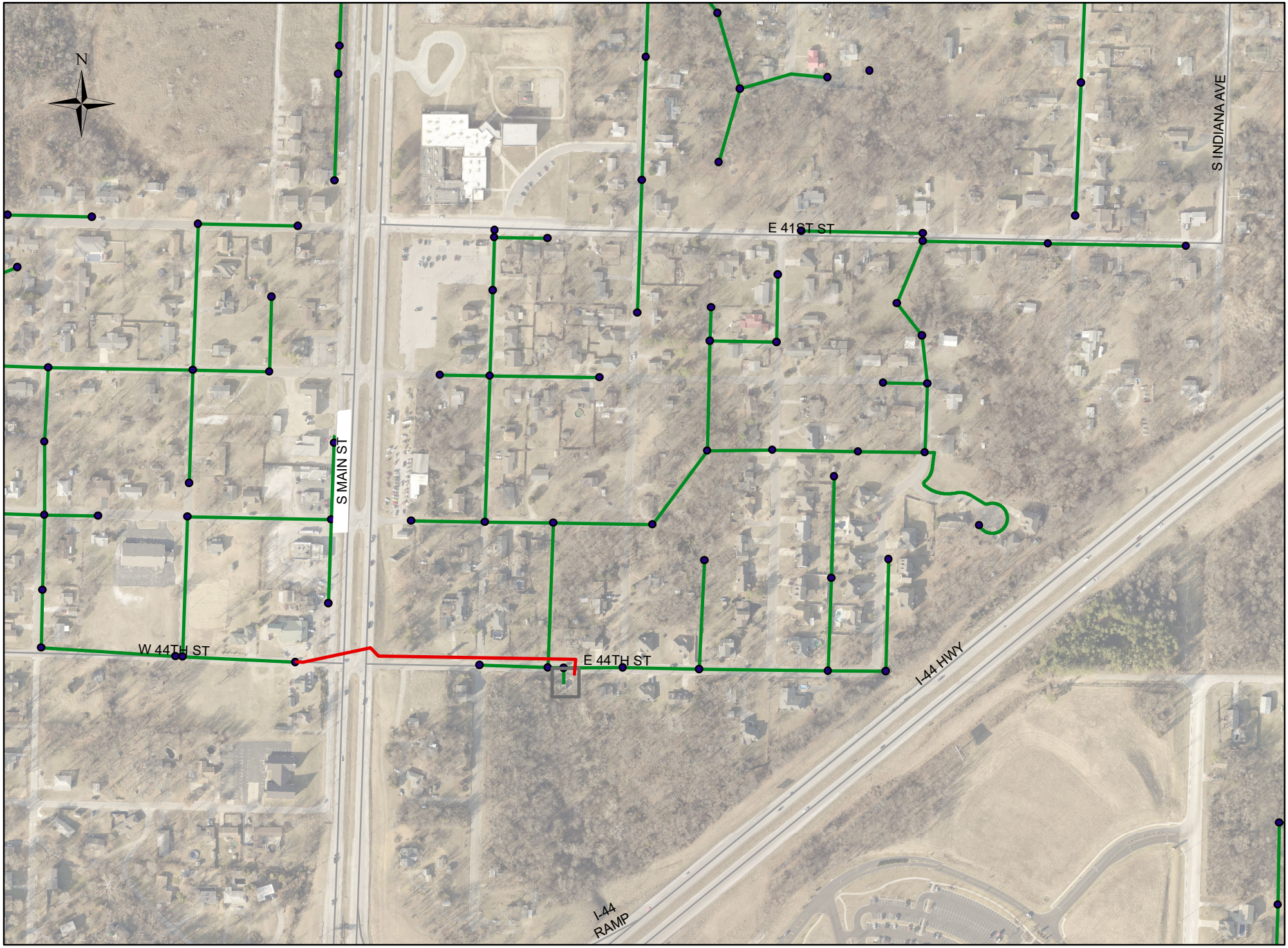
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S MAIN ST
W 44TH ST
E 44TH ST
I-44 HWY
I-44
RAMP

**COUNCIL BILL NO. 2020-166** **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00), 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, 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

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2020 by a_____vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**COUNCIL BILL 2020-166**

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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers.

**MEETING DATE**
October 5, 2020

**ORIGINATING DEPT**
Convention & Visitors Bureau

**ATTACHMENTS**
Council Bill No. 2020-008

**REVIEWED BY**
CVB Director: Patrick Tuttle; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
The following ordinance amends Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board, Section 30-271, Established; membership; term of members; officers, by striking "The member of the chamber may serve more than two consecutive terms."

**BACKGROUND**
The CVB Board recently recommended changes to its membership. One of the recommended changes was that the chamber member not be permitted to serve more than two consecutive terms. The Board's reasoning was that no other board members were permitted to serve more than two consecutive terms. This change is consistent with the general rule that board and commission members are not permitted to serve more than two consecutive terms pursuant to Sec. 2-141 of the Joplin City Code. This request from the CVB Board was presented to the City Council at its August 10, 2020 Work Session, and the Council gave informal approval to approve this change. This change now comes to the Council for formal approval.

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends approval.

COUNCIL BILL NO. 2020-008 ORDINANCE NO.

AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers.

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

Section 1. That Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board, Section 30-271, Established; membership; term of members; officers be repealed, and a new Section 30-271, Established; membership; terms of members; officers, is enacted in lieu thereof, as follows:

"Sec. 30-271. - Established; membership; term of members; officers.

The city council hereby establishes an advisory board to be known as the convention and visitors' advisory board, consisting of 11 members, with four members to be from the motel/hotel industry, one member to be from the restaurant business, one member to be from the Joplin Area Chamber of Commerce (chamber), one from the media or advertising profession, one from area attractions, one from retail; and, two members to be at large. Members shall be appointed by the mayor, with their appointment to be confirmed by the city council. The chamber member shall be the President of the Joplin Area Chamber of Commerce or his/her designee who shall be subject to confirmation of the council. Any such designee shall be an employee or board member of the chamber. All members shall be appointed for a term of three years. The board shall elect from its membership a chairman, vice-chairman, and secretary."

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney