COUNCIL AGENDA
November 20, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Property Assessed Clean Energy (PACE) Program, By Jan Schumacher, Missouri Energy Initiative

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The November 6, 2017 Council Meeting

      Documents:

      CC MINS 11-6.PDF

   2. COUNCIL BILL NO. 2017 - 278

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Lincoln School Site as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 85′ north of East 7th Street and 20′ east of South Minnesota Avenue in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2017 - 279

      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-1 property as described below and in the City of Joplin, Jasper County, Missouri.

   4. COUNCIL BILL NO. 2017 - 280

      AN ORDINANCE providing for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way, in the City of Joplin, Jasper County, Missouri.

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2017-167

AN ORDINANCE approving a Work Authorization with Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty-Six Thousand Five Hundred and No/100 Dollars ($36,500.00) for engineering services associated with the Zora & Schifferdecker water line relocation project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

AMA - ZORA - SCHIFFERDECKER CB 2017-167.PDF
SCHIFFERDECKER BRIDGE-AMA AGREEMENT.PDF
SUMMARY SHEET AMA SCHIFF 2-CB 2017-167.PDF

2. COUNCIL BILL NO. 2017-524
AN ORDINANCE amending Ordinance No. 2011-001 authorizing the issuance of not to exceed $26,000,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2011A of the City of Joplin, Missouri, and containing an emergency clause.

Documents:

CB 2017-524 SUMMARY 2011 BOND ADMINISTRATIVE FEE REDUCTION.PDF
CB 2017-524 2011 BOND ADMINISTRATIVE FEE REDUCTION ORDINANCE.PDF
CB 2017-524 CURRENT BOND AMORTIZATION SCHEDULE.PDF

3. COUNCIL BILL NO. 2017-525
AN ORDINANCE amending Ordinance No. 2014-134 authorizing the issuance of not to exceed $3,282,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2014 of the City of Joplin, Missouri, and containing an emergency clause.

Documents:

CB 2017-525 SUMMARY 2014 BOND ADMINISTRATIVE FEE REDUCTION.PDF
CB 2017-525 2014 BOND ADMINISTRATIVE FEE REDUCTION ORDINANCE.PDF
CB 2017-525 CURRENT BOND AMORTIZATION SCHEDULE.PDF

4. COUNCIL BILL NO. 2017-526
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-526 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2017-526 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2017-526 SCHEDULE A BUDGET AMENDMENT NOVEMBER 20 2017.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. **New Business**

1. News From The PIO

2. CLOSED SESSION

   Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information, more specifically, for the purpose of evaluating certain Council employees and discussing the hiring for a new City Clerk; as set forth in Section 610.021(3) RSMo, as amended, 2016. 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
CITY COUNCIL MEETING
MINUTES November 6, 2017

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Seibert.

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America was led by St. Mary's Boy Scout Troop 17.

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Ryan Stanley, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.
Motion by Mr. Stanley, second by Mrs. Colbert-Kean to excuse Phil Stinnett. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0.

PRESENTATIONS
Request for Issuance of Additional Bonds for Ajinimoto Windsor, Inc. by Randy Whisler. Mr. Whisler presented a power point in addition to the material that was provided to the city council to explain the need for additional issuance of Chapter 100 bonds. Motion by Mr. Stanley, second by Mr. McCreary to approve the issuance of an additional ten million dollars in Chapter 100 bonds for Ajinimoto Windsor. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. City attorney Peter Edwards stated the formal bond process will be initiated, but that it will come back to the city council at a later date to formally adopt the ordinance, possibly 45-60 days.

Proclamations to recognize Medal of Valor Recipients Officer Adam Brannin, Officer Jason Francis, and Captain Rusty Rives. Police Chief Matt Stewart introduced two of the medal recipients who were able to attend the council meeting: Officer Adam Brannin and Captain Rusty Rivers. Officer Jason Francis was not able to attend. Chief Stewart gave a summary of the incident that merited this prestigious award. Mayor Seibert presented the proclamations to these officers and congratulated them. There was a standing ovation from the city council and all those who were present in the chambers.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Mark Raines, 5860 Pearl, addressed Council regarding the Joplin Outlaws Community and Economic Impact, History and Future Commitments. Mr. Raines stated the Joplin Outlaws have had a strong presence and impact on the community and would like to see their positive influence continue. They would like to stay at Joe Becker Stadium and encouraged everyone to support collegiate baseball.

Public Hearings

Public Hearing Procedures were read by Assistant City Clerk Barbara Gollhofer

Public Hearing for COUNCIL BILL NO. 2017-278 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Lincoln School Site as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 85' north of East 7th Street and 20' east of South Minnesota Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing.

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

The Public Hearing was closed.

Mr. West introduced Council Bill No. 2017-278. Motion by Mr. West, second by Mrs. Colbert-Kean that Council Bill No. 2017-278 be placed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was read as Council Bill No. 2017-278.

Public Hearing for COUNCIL BILL NO. 2017-279 - 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-1 property as described below and in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing.

David Glenn, 3310 Highland, Joplin, MO, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2017-279. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-279 be placed on First Reading and advanced to Second and Third Reading.
Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was read as Council Bill No. 2017-279.

Public Hearing for COUNCIL BILL NO. 2017-280 - AN ORDINANCE providing for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way, in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing.

Skip Williams, manager of Highland Dairy, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Brown introduced Council Bill No. 2017-280. Motion by Mr. Brown, second by Mr. Stanley that Council Bill No. 2017-280 be placed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was read as Council Bill No. 2017-280.

CONSENT AGENDA – Motion by Mr. Stanley, second by Mr. West, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1.

Minutes of the October 16, 2017 Council Meeting

COUNCIL BILL NO. 2017-003 - AN ORDINANCE enacting a new Sec. 26-104, Suspension, of Chapter 26, Buildings and Building Regulations, Article V, Contractors, for the purpose of making certain changes. **Ordinance No. 2017-169.**

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2017-011 - AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2017-011 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The council bill was declared adopted and entitled **Ordinance No. 2017-170**

Mr. West introduced COUNCIL BILL NO. 2017- 164 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; 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. West, second by Mr. Stanley that Council Bill No. 2017-164 be passed on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The council bill was declared adopted and entitled **Ordinance No. 2017-171**.

Mr. Stanley introduced COUNCIL BILL NO. 2017-165 - AN ORDINANCE approving the Transportation Municipal Agreement with Missouri Highway and Transportation Commission for the rehabilitation of the I-44 bridge over Shoal Creek 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. Stanley, second by Mr. Shaw that Council Bill No. 2017-165 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-172**

Mr. Shaw introduced COUNCIL BILL NO. 2017 - 166 - AN ORDINANCE approving an amended work authorization with George Butler Associates Inc., in an amount not to exceed Forty-Four Thousand Seven Hundred Eighty-Eight and No/100 Dollars ($44,788.00) for professional engineering consulting services for the 32nd & Main Street intersection improvement project; 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. McCreary that Council Bill No. 2017-166 be passed on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-173**.

Mr. West introduced COUNCIL BILL NO. 2017 - 376 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1106 S. Sergeant Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars (3,399.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-376 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-174**

Mr. West introduced COUNCIL BILL NO. 2017-521 - AN ORDINANCE amending the City Salary Administration Plan adopted by Ordinance No. 2016-178 and authorizing a Two Percent (2.0%) wage adjustment for eligible Classified and Unclassified employees; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-521 be passed on emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-175**

Mr. Shaw introduced COUNCIL BILL NO. 2017-522 - AN ORDINANCE adopting and establishing the pay rates for the 2017-2018 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-522 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-176**

Mr. Stanley introduced COUNCIL BILL NO. 2017-523 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. McCreary that Council Bill No. 2017-523 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2017-177.**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
In recognition of America Recycles Day November 15, the Joplin Recycling Center is hosting special events on Friday, Nov. 17 and Saturday, Nov. 18 at the Center. From 9 a.m. to 3 p.m., Joplin residents may come to the Recycling Center and pick up a FREE Welded-Wire Compost Bin along with an instructional brochure and a sample bag of "SproutFaster" an organic fertilizer ---while supplies last.
There will also be several earth-friendly demonstrations offered during this time, helping residents learn about rain barrels, dog waste digesters and composting. Many simple steps can be taken to help keep our storm water clean and avoid polluting our waterways.

Residential Leaf Pick Up Program begins Monday, November 27, weather permitting. Please rake leaves to the curb for this service - and NOT into the street where they clog storm drains and create other problems for residents and the City.

Saturday, November 11 is Joplin's 30th Annual Veterans Day Parade! It starts at 10 a.m., beginning at 15th Street and heading north to 3rd Street. From there it turns west to then and goes south on Joplin Avenue to Memorial Hall. Seating for veterans will be located at Eighth and Main streets. Following the parade, Missouri Southern State University and Joplin High School marching bands will perform in front of Memorial Hall.

Police Chief Matt Stewart announced the Police Department bested the City Council at the Table Tennis Tournament on Saturday, November 4, 2017 at Memorial Hall.

Mayor Seibert informed the city council that he and Mayor Pro Tem Stanley would be absent for the next regular council meeting on November 20, 2017. Mayor Pro Tem Stanley made a motion to appoint Council Member Gary Shaw as the acting Mayor Pro Tem for the November 20, 2017 Joplin City Council Meeting. The motion was seconded by Mr. McCreary. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, and West, 8. Nays: 0. Absent, Stinnett, 1.

The meeting was adjourned at 7:33 p.m.

Respectfully,

Barbara J. Gollhofer

Barbara J. Gollhofer, Assistant City Clerk, MRCC

COUNCIL BILL NO. 2017-167 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty-Six Thousand Five Hundred and No/100 Dollars ($36,500.00) for engineering services associated with the Zora & Schifferdecker water line relocation project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization for Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty-Six Thousand Five Hundred and No/100 Dollars ($36,500.00) for engineering services associated with the Zora & Schifferdecker water line relocation project in the City of Joplin; a true and accurate copy of said agreement being attached hereto and incorporated a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations. Appropriations for this contract have been approved by the 2017-2018 budget from Capital Improvement Sales Tax Fund No.145-4565-520-8655 project number TC0614.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-167

I hereby certify that a sufficient amount is available in the – Capital Improvement Sales Tax Fund Account Number 145-4565-520-8655 project TC0614 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention:		Attention: Mr. Michael Atkinson, P.E. Michael.Atkinson@AMCE.com	
Department: Mr. David Hertzberg, P.E. DHertzbe@joplinmo.org		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417-624-0820, x 506	Fax: 417-625-4738	Zora and Schifferdecker Water Line Relocation	

WORK AUTHORIZATION NUMBER AMA-Schiff-2
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-SCHIFF-2 exceed the sum of Thirty-Six Thousand Five Hundred Dollars ($ 36,500).

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

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

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

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

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

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

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

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

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: Michael Atkinson

Printed Name: Michael Atkinson

Title: Vice President

Date: November 7, 2017

CITY OF JOPLIN, MISSOURI

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

Date: _____

Project Name/Description Zora and Schifferdecker Waterline Relocation
Consultant Allgeier Martin and Associates, Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and~~

~~Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~

9. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~

10. ~~When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~

11. ~~If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~

12. ~~Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~

13. ~~Perform or provide the following other Study and Report Phase tasks or deliverables:~~

14. ~~Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.~~

15. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

~~10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

~~C. Property Boundary Survey/Right-of-way Survey/Easements~~
~~Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.~~

~~D. Right-of-way and Easement Description Preparation~~
~~Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.~~

E. Right-of-way and Easement Staking

~~During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.~~

~~Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.~~

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F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

~~*A1.05 Right of Way Plan Phase – 60 percent plans*~~

~~A. Determine parcels and parcel ownership information to be included on right of way plans.~~

~~B. Determine parcel size.~~

~~C. Prepare R.O.W. plan tabulation sheet.~~

~~D. Prepare R.O.W. plan sheets showing easement and right of way takings.~~

~~E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.~~

~~F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.~~

~~G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.~~

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A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

~~7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~

~~8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner.~~

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.~~

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. ~~Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file~~

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. ~~Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for~~

~~execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. ~~*General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.~~

3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. ~~*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~

8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. ~~*Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, ~~and prepare Change Orders and Work Change Directives as required.~~

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

~~*A1.09 Post-Construction Phase*~~

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:~~

~~a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.~~
~~b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.~~
~~c) A final list of acceptance testers used on the project and a certification stating:~~

~~"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.~~

~~"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.~~

~~"The project was constructed substantially in conformity with the plans and specifications for the project."~~

~~d) Contractor certification and city recommendation:~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-SCHIFF-2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Zora and Schifferdecker Water Line Relocation)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services, in addition to those defined under the **"Engineering Services Agreement", Part 1 – Basic Services** attached hereto:

1.1 General

1.1.1 ENGINEER shall perform professional design, bidding assistance, and construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Develop and provide construction plans, specifications, and bid schedule for relocating an existing water line to accommodate planned geometric intersection improvements at Zora and Schifferdecker. The construction plans, specifications and bid schedule will be provided to the City of Joplin as a subsection of the overall project developed and administered by the City of Joplin.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Relocation of approximately 1300 linear feet of 8-inch water main, including valves, thrustblocks, bedding and work associated with water line relocation activities within the project area boundary including the preparation of plans, specifications, and bid schedule necessary to bid said work.

1.1.3.3 Bidding and Construction Phase Engineering Support Services of water line relocation within the project area boundary.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, to be no later than November 30, 2017, 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, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than January 30, 2018.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency review periods and approval by the OWNER of various documents. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 2.3 and various other document approval required by the OWNER are out of the control of the ENGINEER.

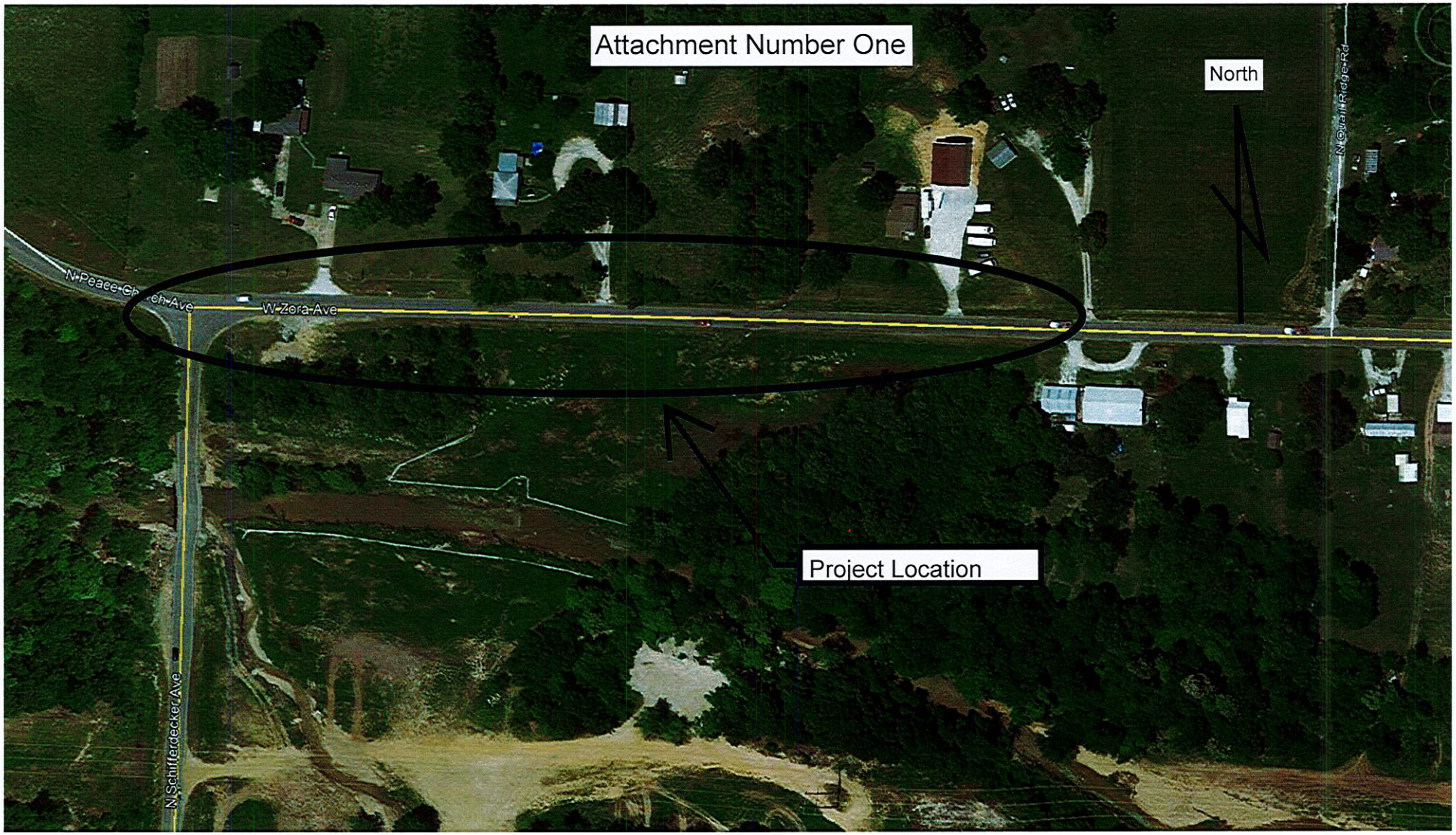
3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017-2018"; with a total compensation ceiling of $36,500, as set forth in Work Authorization Number AMA-SCHIFF-2 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design (Paragraphs A1.02 – A1.06)	$23,900
Utility Survey (Paragraph A1.03)	$3,600
Support Services for Bidding and Construction Phase (Paragraphs A1.07 – A1.08)	$9,000
Total Estimated Maximum Fee	**$36,500**

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Project Location Boundary
Attachment Number 2	Rate Schedule
Attachment Number 3	Certificate of Liability Insurance


Attachment Number One
North
W Zora Ave
N Schifferdecker Ave
Project Location

ATTACHMENT NUMBER TWO

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2017 - 2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2017 Thru 12/31/2017	01/01/2018 Thru 12/31/2018
Principal/Engineer IV	$191	$195
Principal/Engineer III	$175	$180
Project Manager/Engineer II	$155	$160
Project Manager/Engineer I	$140	$145
Technician III/GIS Specialist	$128	$132
Technician III	$108	$112
Technician II	$95	$100
Technician I	$88	$94
Two-Man GPS Survey Crew	$181	$185
One-Man GPS Survey Crew	$140	$145
Three-Man Survey Crew	$201	$201
Two-Man Survey Crew	$155	$160
Registered Land Surveyor II	$166	$170
Registered Land Surveyor I	$145	$150
Survey Crew Member	$72	$76
Right of Way Specialist	$112	$116
Project Representative III	$108	$112
Project Representative II	$95	$100
Project Representative I	$88	$92
Secretary/Assistant	$72	$76
Print Specialist	$72	$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

ACORD

Attachment Number Three

CERTIFICATE OF LIABILITY INSURANCE

ALLGE-1 OP ID: BC

DATE (MM/DD/YYYY) 09/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	**CONTACT NAME:** Cristi Becker **PHONE (A/C, No, Ext):** 800-444-8675 **FAX (A/C, No):** 417-623-0902 **E-MAIL ADDRESS:** cbecker@theinsurancenter.com
INSURED Allgeier, Martin & Associates P O Box 2627 Joplin, MO 64803-2627	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Transportation Insurance Co — 20494 **INSURER B :** American Casualty Company of — 20427 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		1063177197	12/08/2016	12/08/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		1063177202	12/08/2016	12/08/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2016	12/08/2017	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1063177216	12/08/2016	12/08/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liab			AEH008212765	05/11/2017	10/07/2017	Ea Claim Aggregate		5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Work Authorization number: AMA-Schiff-2 Zora and Schifferdecker Water Line Relocation
CNA75079XX 0115: CNA74702XX 0115: SCA23500D 1011: CNA72315XX 0213: CNA79110XX 0914: WC9906221

CERTIFICATE HOLDER

CITJO01

City of Joplin
602 South Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristi Becker

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 20, 2017
COUNCIL BILL NO. 2017-167

Item: Work Authorization with Allgeier Martin Associates, Inc., for Professional Engineering Consulting Services for Zora and Schifferdecker water line relocation.

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Original Work Authorization No. AMA-Schiff-2
2) Council Bill 2017-167

Engineering: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of work authorization AMA-Schiff-2 with Allgeier Martin Associates, Inc., in the not to exceed amount of $36,500.00 for professional engineering consulting services for the Zora and Schifferdecker water line relocation project.

Background: In January 2013 the City of Joplin entered into an agreement with the Jasper County Commission and the Joplin Special Road District to replace the bridge over Turkey Creek at the Zora and Schifferdecker intersection after determining the existing intersection and bridge is flood prone and will become obsolete and inadequate for future traffic needs having completed the intersection improvements at Main and Zora. As the design of the roadway and bridge progressed a conflict with an existing water main was found, which belongs to Jasper County Rural Water District #1. It will be necessary to relocate approximately 1300 linear feet of 8-inch water main, including thrust blocks, valves, bedding and other associated work to complete this project. The construction plans, specification and bid schedule will be provided to the City of Joplin as a subsection of the overall project development and administered by the City of Joplin.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications for on call services was advertised in the Joplin Globe Newspaper and on the city's website. City staff received qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Allgeier, Martin and Associates, Inc. for this project primarily because they are the design engineer for the County as well as having been hired by the City of Joplin to perform the initial survey for this project. City staff held a scoping meeting with Allgeier, Martin and Associates engineers and reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $36,500.00 which is within industry standards.

Recommendations: Staff recommends acceptance of this agreement with Allgeier Martin Associates, Inc., in the not to exceed amount of $36,500.00 for professional engineering consulting services for the Zora and Schifferdecker water line relocation project, on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 20, 2017

ITEM: COUNCIL BILL NO. 2017-524
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Current Bond Amortization Schedule

Department Head: Leslie Haase
Public Works Director: David Hertzberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill reduces the administrative fee assessed by the Missouri Department of Natural Resources (DNR) for our current Series 2011A sewer revenue bonds.

DISCUSSION:
In August of 2009, voters of the City approved the issuance of up to $35,000,000 in bonds from the DNR State Revolving Fund (SRF) to provide enhancements and upgrades to Turkey Creek and Shoal Creek wastewater treatment facilities. Following the election, the City actively sought stimulus funds that Missouri received to help pay for the wastewater upgrades authorized by the voters. The City did, in fact, receive $3,000,000 in stimulus funding. As a result of the stimulus funding and the construction phases, the City approved three separate debt issuances as follows:

Debt Issuance	Authorized Amount	Actual Amount	Interest Rate	Admin Fee %
2010	$6,000,000	$5,717,977	1.48%	.50%
2011A	$26,000,000	$25,733,838	1.70%	1.00%
2014	$3,282,000	$2,795,214	1.35%	1.00%

Earlier this year, the Clean Water Commission approved the Missouri Department of Natural Resources recommendation to reduce the annual loan administrative fee for existing bonds issued under the SRF direct loan program from 1% to .50% annually (.50% to .25% semi-annually). This council bill approves reducing the administrative fee to .50% beginning January 1, 2018 on the Series 2011A debt. This will result in an estimated savings of $511,000 in the sewer fund over the term of the debt issuances.

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

COUNCIL BILL NO. 2017-524 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2011-001 authorizing the issuance of not to exceed $26,000,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2011A of the City of Joplin, Missouri, and containing an emergency clause.

WHEREAS, pursuant to Ordinance No. 2011-001 passed by the City Council on January 3, 2011, as amended by Ordinance No. 2011-160 passed by the City Council on December 19, 2011, the City authorized the issuance of not to exceed $26,000,000 principal amount of Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (the "Bonds"), and

WHEREAS, the Council of the City of Joplin hereby finds it necessary, desirable and in the best interest of the City to further amend certain provisions of Ordinance Number 2011-001.

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

Section 1. Section 101 of Ordinance No. 2011-001 is hereby amended by deleting the existing definition of "Administrative Fee" and inserting the following in substitution thereof:

> "Administrative Fee" means (a) for the period from the Closing Date to December 31, 2017, the semiannual administrative fee of DNR equal to 0.50% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date and (b) for the period from January 1, 2018 and thereafter, the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds) payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

Section 2. Except as otherwise amended by this Ordinance and Ordinance No. 2011-160, all provisions of Ordinance No. 2011-001 are hereby ratified, approved and confirmed.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in order to decrease fees related to existing sewer revenue bonds of the City and as such shall become effective immediately upon its passage.

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

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Direct Loan Amortization (Level Debt) City of Joplin, C295548-02 - August 2017

Based on estimated interest rate of 1.70%

Loan Statistics

Principal Amount:	25,733,837.78	Day-count Method	30/360		
Interest Rate:	1.70%		Denomination	$	100
Dated Date:	1/26/2011		Prin. Pmts/Yr		2
Issue Date:	1/26/2011		Total Prin.Pmts		40
First Interest Payment Date	7/1/2011				
First Principal Payment Date	1/1/2014				
Last Payment	7/1/2033	Annual Admin Fee	0.50%	Effective 1/1/18	
		Annual Admin Fee	1.00%	Prior to 1/1/18	

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment	Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
1/26/11						25,733,837.78			
7/1/11		1,295.54		1,295.54	1,295.54	25,733,837.78		1,295.54	1,295.54
1/1/12		1,504.50		1,504.50		25,733,837.78		1,504.50	
7/1/12		7,316.12		7,316.12	8,820.62	25,733,837.78		7,316.12	8,820.62
1/1/13		35,770.42		35,770.42		25,733,837.78		35,770.42	
7/1/13		54,410.46		54,410.46	90,180.88	25,733,837.78		54,410.46	90,180.88
1/1/14	1	84,198.34	50,000.00	134,198.34		25,683,837.78	59,096.93	193,295.27	
7/1/14	2	112,512.35	50,000.00	162,512.35	296,710.69	25,633,837.78	71,144.97	233,657.32	426,952.59
1/1/15	3	146,557.00	100,000.00	246,557.00		25,533,837.78	92,138.23	338,695.23	
7/1/15	4	178,932.21	100,000.00	278,932.21	525,489.21	25,433,837.78	108,420.93	387,353.14	726,048.37
1/1/16	5	192,022.96	427,000.00	619,022.96		25,006,837.78	114,957.13	733,980.09	
7/1/16	6	201,017.24	568,000.00	769,017.24	1,388,040.20	24,438,837.78	123,677.08	892,694.32	1,626,674.41
1/1/17	7	206,630.89	581,000.00	787,630.89		23,857,837.78	121,799.42	909,430.31	
7/1/17	8	202,853.59	576,937.78	779,791.37	1,567,422.26	23,280,900.00	119,289.19	899,080.56	1,808,510.87
1/1/18	9	197,887.65	589,400.00	787,287.65		22,691,500.00	58,202.25	845,489.90	
7/1/18	10	192,877.75	600,300.00	793,177.75	1,580,465.40	22,091,200.00	56,728.75	849,906.50	1,695,396.40
1/1/19	11	187,775.20	615,100.00	802,875.20		21,476,100.00	55,228.00	858,103.20	
7/1/19	12	182,546.85	615,100.00	797,646.85	1,600,522.05	20,861,000.00	53,690.25	851,337.10	1,709,440.30
1/1/20	13	177,318.50	631,000.00	808,318.50		20,230,000.00	52,152.50	860,471.00	
7/1/20	14	171,955.00	630,000.00	801,955.00	1,610,273.50	19,600,000.00	50,575.00	852,530.00	1,713,001.00
1/1/21	15	166,600.00	646,800.00	813,400.00		18,953,200.00	49,000.00	862,400.00	
7/1/21	16	161,102.20	645,800.00	806,902.20	1,620,302.20	18,307,400.00	47,383.00	854,285.20	1,716,685.20
1/1/22	17	155,612.90	662,600.00	818,212.90		17,644,800.00	45,768.50	863,981.40	
7/1/22	18	149,980.80	662,600.00	812,580.80	1,630,793.70	16,982,200.00	44,112.00	856,692.80	1,720,674.20
1/1/23	19	144,348.70	678,400.00	822,748.70		16,303,800.00	42,455.50	865,204.20	
7/1/23	20	138,582.30	679,400.00	817,982.30	1,640,731.00	15,624,400.00	40,759.50	858,741.80	1,723,946.00
1/1/24	21	132,807.40	696,200.00	829,007.40		14,928,200.00	39,061.00	868,068.40	
7/1/24	22	126,889.70	696,200.00	823,089.70	1,652,097.10	14,232,000.00	37,320.50	860,410.20	1,728,478.60
1/1/25	23	120,972.00	713,000.00	833,972.00		13,519,000.00	35,580.00	869,552.00	
7/1/25	24	114,911.50	714,000.00	828,911.50	1,662,883.50	12,805,000.00	33,797.50	862,709.00	1,732,261.00
1/1/26	25	108,842.50	731,800.00	840,642.50		12,073,200.00	32,012.50	872,655.00	
7/1/26	26	102,622.20	731,800.00	834,422.20	1,675,064.70	11,341,400.00	30,183.00	864,605.20	1,737,260.20
1/1/27	27	96,401.90	749,600.00	846,001.90		10,591,800.00	28,353.50	874,355.40	
7/1/27	28	90,030.30	750,600.00	840,630.30	1,686,632.20	9,841,200.00	26,479.50	867,109.80	1,741,465.20
1/1/28	29	83,650.20	769,400.00	853,050.20		9,071,800.00	24,603.00	877,653.20	
7/1/28	30	77,110.30	769,400.00	846,510.30	1,699,560.50	8,302,400.00	22,679.50	869,189.80	1,746,843.00
1/1/29	31	70,570.40	788,200.00	858,770.40		7,514,200.00	20,756.00	879,526.40	
7/1/29	32	63,870.70	789,200.00	853,070.70	1,711,841.10	6,725,000.00	18,785.50	871,856.20	1,751,382.60
1/1/30	33	57,162.50	809,000.00	866,162.50		5,916,000.00	16,812.50	882,975.00	
7/1/30	34	50,286.00	809,000.00	859,286.00	1,725,448.50	5,107,000.00	14,790.00	874,076.00	1,757,051.00
1/1/31	35	43,409.50	829,700.00	873,109.50		4,277,300.00	12,767.50	885,877.00	
7/1/31	36	36,357.05	829,700.00	866,057.05	1,739,166.55	3,447,600.00	10,693.25	876,750.30	1,762,627.30
1/1/32	37	29,304.60	851,500.00	880,804.60		2,596,100.00	8,619.00	889,423.60	
7/1/32	38	22,066.85	850,500.00	872,566.85	1,753,371.45	1,745,600.00	6,490.25	879,057.10	1,768,480.70
1/1/33	39	14,837.60	873,300.00	888,137.60		872,300.00	4,364.00	892,501.60	
7/1/33	40	7,414.55	872,300.00	879,714.55	1,767,852.15	-	2,180.75	881,895.30	1,774,396.90
		4,901,127.22	25,733,837.78	29,755,250.45			1,832,907.88	32,467,872.88	32,467,872.88

Loan Amount	$	25,733,837.78	

Average annual payment	1,623,393.64
Monthly payment	135,282.80

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 20, 2017

ITEM: COUNCIL BILL NO. 2017-525
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Current Bond Amortization Schedule

Department Head: Leslie Haase
Public Works Director: David Hertzberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill reduces the administrative fee assessed by the Missouri Department of Natural Resources (DNR) for our current Series 2014 sewer revenue bonds.

DISCUSSION:
In August of 2009, voters of the City approved the issuance of up to $35,000,000 in bonds from the DNR State Revolving Fund (SRF) to provide enhancements and upgrades to Turkey Creek and Shoal Creek wastewater treatment facilities. Following the election, the City actively sought stimulus funds that Missouri received to help pay for the wastewater upgrades authorized by the voters. The City did, in fact, receive $3,000,000 in stimulus funding. As a result of the stimulus funding and the construction phases, the City approved three separate debt issuances as follows:

Debt Issuance	Authorized Amount	Actual Amount	Interest Rate	Admin Fee %
2010	$6,000,000	$5,717,977	1.48%	.50%
2011A	$26,000,000	$25,733,838	1.70%	1.00%
2014	$3,282,000	$2,795,214	1.35%	1.00%

Earlier this year, the Clean Water Commission approved the Missouri Department of Natural Resources recommendation to reduce the annual loan administrative fee for existing bonds issued under the SRF direct loan program from 1% to .50% annually (.50% to .25% semi-annually). This council bill approves reducing the administrative fee to .50% beginning January 1, 2018 on the Series 2014 debt. This will result in an estimated savings of $61,000 in the sewer fund over the term of the debt issuances.

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

COUNCIL BILL NO. 2017-525 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2014-134 authorizing the issuance of not to exceed $3,282,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2014 of the City of Joplin, Missouri, and containing an emergency clause.

WHEREAS, pursuant to Ordinance No. 2014-134 passed by the City Council on August 25, 2014, the City authorized the issuance of not to exceed $3,282,000 principal amount of Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (the "Bonds"), and

WHEREAS, the Council of the City of Joplin hereby finds it necessary, desirable and in the best interest of the City to further amend certain provisions of Ordinance Number 2014-134.

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

Section 1. Section 101 of Ordinance No. 2014-134 is hereby amended by deleting the existing definition of "Administrative Fee" and inserting the following in substitution thereof:

> "Administrative Fee" means (a) for the period from the Closing Date to December 31, 2017, the semiannual administrative fee of DNR equal to 0.50% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date and (b) for the period from January 1, 2018 and thereafter, the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds) payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

Section 2. Except as otherwise amended by this Ordinance, all provisions of Ordinance No. 2014-134 are hereby ratified, approved and confirmed.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in order to decrease fees related to existing sewer revenue bonds of the City and as such shall become effective immediately upon its passage.

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

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Direct Loan Amortization (Level Debt) City of Joplin, C295548-03

Based on interest rate of 1.35%

Loan Statistics

Principal Amount:	2,795,213.98	Day-count Method	30/360		
Interest Rate:	1.35%		Denomination	$	100
Dated Date:	10/27/2014		Prin. Pmts/Yr		2
Issue Date:	10/27/2014		Total Prin.Pmts		39
First Interest Payment Date	7/1/2015				
First Principal Payment Date	1/1/2016				
Last Payment	1/1/2035	Annual Admin Fee	0.50% Effective 1/1/18		
		Annual Admin Fee	1.00% Prior to 1/1/18		

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment	Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
10/27/14			0			2,795,213.98			
7/1/15		2,398.07	0	2,398.07	2,398.07	2,795,213.98		2,398.07	2,398.07
1/1/16	1	12,417.88	65,000.00	77,417.88		2,730,213.98	10,262.36	87,680.24	
7/1/16	2	15,529.58	66,000.00	81,529.58	158,947.46	2,664,213.98	12,228.79	93,758.37	181,438.61
1/1/17	3	16,345.42	67,000.00	83,345.42		2,597,213.98	12,428.47	95,773.89	
7/1/17	4	16,391.97	68,000.00	84,391.97	167,737.39	2,529,213.98	12,145.37	96,537.34	192,311.23
1/1/18	5	16,576.42	69,000.00	85,576.42		2,460,213.98	6,323.03	91,899.45	
7/1/18	6	16,606.44	58,313.98	74,920.42	160,496.84	2,401,900.00	6,150.53	81,070.95	172,970.40
1/1/19	7	16,212.83	59,300.00	75,512.83		2,342,600.00	6,004.75	81,517.58	
7/1/19	8	15,812.55	59,300.00	75,112.55	150,625.38	2,283,300.00	5,856.50	80,969.05	162,486.63
1/1/20	9	15,412.28	60,100.00	75,512.28		2,223,200.00	5,708.25	81,220.53	
7/1/20	10	15,006.60	60,900.00	75,906.60	151,418.88	2,162,300.00	5,558.00	81,464.60	162,685.13
1/1/21	11	14,595.53	61,800.00	76,395.53		2,100,500.00	5,405.75	81,801.28	
7/1/21	12	14,178.38	62,600.00	76,778.38	153,173.91	2,037,900.00	5,251.25	82,029.63	163,830.91
1/1/22	13	13,755.83	63,400.00	77,155.83		1,974,500.00	5,094.75	82,250.58	
7/1/22	14	13,327.88	64,300.00	77,627.88	154,783.71	1,910,200.00	4,936.25	82,564.13	164,814.71
1/1/23	15	12,893.85	65,100.00	77,993.85		1,845,100.00	4,775.50	82,769.35	
7/1/23	16	12,454.43	66,000.00	78,454.43	156,448.28	1,779,100.00	4,612.75	83,067.18	165,836.53
1/1/24	17	12,008.93	66,800.00	78,808.93		1,712,300.00	4,447.75	83,256.68	
7/1/24	18	11,558.03	67,600.00	79,158.03	157,966.96	1,644,700.00	4,280.75	83,438.78	166,695.46
1/1/25	19	11,101.73	68,500.00	79,601.73		1,576,200.00	4,111.75	83,713.48	
7/1/25	20	10,639.35	69,300.00	79,939.35	159,541.08	1,506,900.00	3,940.50	83,879.85	167,593.33
1/1/26	21	10,171.58	70,100.00	80,271.58		1,436,800.00	3,767.25	84,038.83	
7/1/26	22	9,698.40	71,000.00	80,698.40	160,969.98	1,365,800.00	3,592.00	84,290.40	168,329.23
1/1/27	23	9,219.15	72,600.00	81,819.15		1,293,200.00	3,414.50	85,233.65	
7/1/27	24	8,729.10	73,500.00	82,229.10	164,048.25	1,219,700.00	3,233.00	85,462.10	170,695.75
1/1/28	25	8,232.98	74,300.00	82,532.98		1,145,400.00	3,049.25	85,582.23	
7/1/28	26	7,731.45	75,100.00	82,831.45	165,364.43	1,070,300.00	2,863.50	85,694.95	171,277.18
1/1/29	27	7,224.53	76,000.00	83,224.53		994,300.00	2,675.75	85,900.28	
7/1/29	28	6,711.53	76,800.00	83,511.53	166,736.06	917,500.00	2,485.75	85,997.28	171,897.56
1/1/30	29	6,193.13	77,600.00	83,793.13		839,900.00	2,293.75	86,086.88	
7/1/30	30	5,669.33	79,300.00	84,969.33	168,762.46	760,600.00	2,099.75	87,069.08	173,155.96
1/1/31	31	5,134.05	80,100.00	85,234.05		680,500.00	1,901.50	87,135.55	
7/1/31	32	4,593.38	81,000.00	85,593.38	170,827.43	599,500.00	1,701.25	87,294.63	174,430.18
1/1/32	33	4,046.63	81,800.00	85,846.63		517,700.00	1,498.75	87,345.38	
7/1/32	34	3,494.48	83,500.00	86,994.48	172,841.11	434,200.00	1,294.25	88,288.73	175,634.11
1/1/33	35	2,930.85	84,300.00	87,230.85		349,900.00	1,085.50	88,316.35	
7/1/33	36	2,361.83	85,200.00	87,561.83	174,792.68	264,700.00	874.75	88,436.58	176,752.93
1/1/34	37	1,786.73	86,000.00	87,786.73		178,700.00	661.75	88,448.48	
7/1/34	38	1,206.23	87,700.00	88,906.23	176,692.96	91,000.00	446.75	89,352.98	177,801.46
1/1/35	39	614.25	91,000.00	91,614.25	91,614.25	-	227.50	91,841.75	91,841.75
		390,973.59	2,795,213.98	3,186,187.57			168,689.55	3,354,877.12	3,354,877.12

Loan Amount $ 2,795,213.98

Average annual payment	172,044.98
Monthly payment	14,337.08

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 20, 2017

ITEM: COUNCIL BILL NO. 2017-526
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the Police Department budget in the amount of $60,522.00 to replace two wrecked police cars with the required equipment. The liability insurance fund is being amended in the amount of $42,672.00 to cover the difference in the insurance reimbursement. The insurance reimbursement will be $17,850.00, which represents the actual cash value less the $5,000.00 deductible per vehicle.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $60,522.00 and increases expenditures by $103,194.00.

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

COUNCIL BILL NO. 2017-526 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

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

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Sixty Thousand Five Hundred Twenty-Two Dollars and No Cents ($60,522.00) and by increasing appropriations by the total amount of One Hundred Three Thousand One Hundred Ninety-Four Dollars and No Cents ($103,194.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

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

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
20-Nov-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-450-0604	Insurance Claim Settlement	$	60,522	
	Police Patrol	001-5502-510-8210	Motor Vehicles			30,261
	Police PS Sales Tax	001-5575-510-8210	Motor Vehicles			30,261
	Total General Fund			$	60,522	60,522
510	Liability Insurance Fund					
	Liability Insurance	510-7504-500-5305	Judgments & Claims			42,672
	Total Liability Insurance Fund			$	-	42,672
	Grand Total			$	60,522	103,194