

NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ



TUESDAY, JUNE 21, 2022 – 6:00 P.M.

CITY COUNCIL CHAMBERS ~ JOHN G. CHRISTY MUNICIPAL BUILDING ~ 320 E. MCCARTY STREET

TO JOIN VIRTUALLY:

<https://jeffersoncity.webex.com/jeffersoncity/j.php?MTID=mc306b7fa01450364eeb293781f9a2496>

CALL-IN PARTICIPATION AVAILABLE AT: 1-404-397-1516

MEETING NUMBER: 2485 911 6049 MEETING PASSWORD: 1234

TENTATIVE AGENDA

PRAYER – Councilmember Deeken

PLEDGE OF ALLEGIANCE

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF AGENDA

4. MISCELLANEOUS AGENDA ITEMS

- a. Posthumous Recognition of Jeff Wankum, 35 Years of City Service

5. ARPA FUNDS DISCUSSION

6. PUBLIC HEARINGS

- a. Approving a Final Subdivision Plat of AZ Jefferson City Subdivision and Approving a Preliminary PUD Plan for Lot 2 of AZ Jefferson City, Addressed as 839 Eastland Dr.
- i. Pending Bill 2022-016 (Lester) Staff: Sonny Sanders

7. APPOINTMENTS BY THE MAYOR

- a. Recommended Appointments to the Following Boards and Commissions

Board or Commission	Recommended Appointment	New Term Expires	Term Full/Partial
Public Transit Advisory Committee	Joshua Hale	Jan 2023	Partial
Transportation & Traffic Commission	Karl Staub*	Jun 2025	Full
	Jack Atterberry	Jun 2025	Full
	Julie Allen	Jun 2025	Full
USS Jefferson City Submarine Committee	Hal Dulle	June 2025	Full
	Bob Priddy	June 2025	Full
	Michael Ryno	June 2025	Full

*Requires 2/3 majority vote

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- b. Appointment of Chief of Police

8. PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS

- a. Presentation of City's Plan to Switch to Biodiesel, Presented by Matt Amick with the Soybean Association

9. ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF

- a. Council Committee Meetings (Check www.jeffersoncitymo.gov meeting calendar for dates, times locations, and agendas):
 - i. Administration
 - ii. Finance
 - iii. Public Safety
 - iv. Public Works & Planning

10. PRESENTATIONS FROM THE GALLERY ON SPECIFIC BILLS OR RESOLUTIONS

(All individuals will be limited to 5 minutes without exception. All presentations shall be made from the podium unless other accommodation is requested and granted.)

11. CONSENT AGENDA

- a. Minutes of City Council Meetings: June 6
- b. Authorizing a \$469,375 Greenbush Cooperative Procurement Contract with Athco for Playground Design, Equipment, and Installation in Hickory Park

12. BILLS INTRODUCED

- a. 2022-017 Amending Chapter 32, Section 230 of the City Code, Pertaining to Litter (Fitzwater) Staff: Sonny Sanders
- b. 2022-018 Amending Chapter 8, Sections 8-2 and 8-3 of the City Code by Replacing the Adoption of the National Electrical Code 2014 and Amendments to the National Electrical Code 2014 by the Adoption of NFPA 70, National Electrical Code, 2017 Edition (Fitzwater) Staff: Sonny Sanders
- c. 2022-019 Amending Chapter 8, Sections 8-4 and 8-5 of the City Code by Replacing the Adoption of the International Plumbing Code 2015 and Amendments to the International Plumbing Code 2015 by the Adoption of the 2018 International Plumbing Code (Fitzwater) Staff: Sonny Sanders
- d. 2022-020 Amending Chapter 8, Article I, Sections 8-6, 8-7, 8-8 and 8-9 of the City Code by Replacing the Adoption of the 2015 International Mechanical Code 2015 International Fuel Gas Code by Adoption of the 2018 International Mechanical Code and 2018 International Fuel Gas Code (Fitzwater) Staff: Sonny Sanders
- e. 2022-021 Amending Chapter 8, Article I, Sections 8-10 and 8-11 of the City Code by Inserting the Adoption of the 2018 International Energy Conservation Code and Amendments to the 2018 International Energy Conservation Code (Fitzwater) Staff: Sonny Sanders
- f. 2022-022 Amending Chapter 8, Article II, Sections 8-18, 8-19, 8-21, 8-22, 8-23, 8-24, 8-25, and 8-26 of the City Code by Replacing the Adoption of the 2015

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International Building Code, 2015 International Residential Code, 2015 International Existing Building Code, and 2015 International Swimming Pool and Spa Code and Their Amendments by Adoption of the 2018 International Building Code, 2018 International Swimming Pool and Spa Code and Amendments (Fitzwater) Staff: Sonny Sanders

- g. 2022-023 Amending Chapter 8, Sections 8-49 and 8-50 of the City Code by Replacing the Adoption of the 2015 International Property Maintenance Code and Amendments to the 2015 International Property Maintenance Code by Adoption of the 2018 international Property Maintenance Code (Fitzwater) Staff: Sonny Sanders
- h. 2022-024 Amending Chapter 13, Article III, Sections 13-42 and 13-43 of the City Code by Replacing the Adoption of the 2015 International Fire Code and Amendments to the 2015 International Fire Code by Adoption of the 2018 International Fire Code (Fitzwater) Staff: Sonny Sanders
- i. 2022-025 Authorizing a \$193,953 Contract with Mid-Missouri Earth Movers, LLC for the Demolition of Seven Properties (Fitzwater) Staff: Ryan Moehlman/Sonny Sanders
- j. 2022-026 Authorizing a \$120,000 Contract with Ahrens Contracting, Inc. for the Demolition of Three Properties (Fitzwater) Staff: Ryan Moehlman/Sonny Sanders

13. **BILLS PENDING**

- a. 2022-011 Authorizing a \$93,989.20 Cooperative Procurement Agreement with Corrective Asphalt Materials for the 2022 Street Seal Coating Project (Fitzwater) Staff: Matt Morasch
- b. 2022-012 Authorizing a \$202,735.57 Sole Source/Cooperative Procurement Agreement with Donelson Construction for PressurePave Services (Fitzwater) Staff: Matt Morasch
- c. 2022-013 Authorizing a \$831,178.50 Construction Contract with Jefferson Asphalt for the 2022 Streets Mill and Overlay Project (Fitzwater) Staff: Matt Morasch
- d. 2022-016 Taken Up Under 5(a.)

14. **INFORMAL CALENDAR**

- a. 2022-003 Authorizing a \$141,140 Engineering Design Contract with Engineering Surveys and Services for the Ohio Street Bridge Project (Fitzwater) Staff: Matt Morasch (*Expires on Informal Calendar after 6/21/22 Meeting*)
- b. 2022-009 Authorizing a 5% Salary Increase for all City Employees with the Exception of Police Officers Covered by the FOP Labor Agreement and the City Administrator (Wiseman) Staff: Steve Crowell (*Expires on Informal Calendar after 7/18/22 Meeting*)

15. **RESOLUTIONS**

- a. RS2022-11 Authorizing the Suspension of Transit Fixed-Route fares for a Period Not to Exceed Six Months (Deeken) Staff: Matt Morasch

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- b. RS2022-12 Authorizing a \$63,250 Agreement with Tiger Eye Engineering, LLC to Complete a Pavement Condition Evaluation within the City (Fitzwater)
Staff: Matt Morasch

- 16. PRESENTATIONS FROM THE GALLERY ON OTHER TOPICS** – (All individuals will be limited to 3 minutes without exception. All presentations shall be made from the podium unless other accommodation is requested and granted.)
- 17. COUNCIL AND STAFF DISCUSSION OF PRESENTATION TOPICS**
- 18. NEW BUSINESS**
- 19. UNFINISHED BUSINESS**
- 20. ADJOURN**

ⁱ Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.

NOTICE OF MEETING AND CITY COUNCIL AGENDAⁱ



CITY COUNCIL WORK SESSION

City of Jefferson, Missouri
**320 E. McCarty St.
City Council Chambers**

TUESDAY, JUNE 21, 2022

5:45 P.M.

AGENDA

1. Discussion of June 21, 2022 City Council Meeting Agenda Items
2. Adjournment

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NOTICE OF PUBLIC HEARING ON PLANNING AND ZONING MATTERS

The City Council of the City of Jefferson, Missouri, will hold public hearings on the following planning and zoning matters on Monday, June 20, 2022 at 6:00 p.m. in the Council Chamber of the John G. Christy Municipal Building, 320 East McCarty Street, Jefferson City, Missouri.

- 1. 839 EASTLAND DRIVE, APPROVAL OF A FINAL SUBDIVISION PLAT OF AZ JEFFERSON CITY SUBDIVISION AND APPROVAL OF A PRELIMINARY PUD PLAN FOR A RETAIL AUTO PARTS STORE.** PART OF LOT 56 OF SCHOTTHILL WOODS SUBDIVISION SECTION 2, AS PER PLAT OF RECORD IN PLAT BOOK 11, PAGE 324, COLE COUNTY RECORDER'S OFFICE, IN THE CITY OF JEFFERSON, COLE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 56; THENCE S50°30'06"E, ALONG THE NORTHERLY LINE THEREOF, 141.95 FEET; THENCE S61°30'37"E, ALONG THE NORTHERLY LINE OF SAID LOT 56, 235.11 FEET TO THE NORTHWESTERLY CORNER OF A TRACT DESCRIBED BY DEED OF RECORD IN BOOK 324, PAGE 723, COLE COUNTY RECORDER'S OFFICE; THENCE S32°12'37"W, ALONG THE WESTERLY LINE THEREOF, 270.55 FEET; THENCE N57°45'51"W, 235.75 FEET; THENCE N78°52'00"W, 133.30 FEET TO THE SOUTHEASTERLY CORNER OF LOT 58 OF SAID SCHOTTHILL WOODS SUBDIVISION, SECTION 2 AND THE SOUTHEASTERLY CORNER OF A TRACT DESCRIBED BY DEED OF RECORD IN BOOK 300, PAGE 540, COLE COUNTY RECORDER'S OFFICE; THENCE N22°38'51"E, ALONG THE EASTERLY LINE OF SAID LOT 58, 192.25 FEET TO THE NORTHEASTERLY CORNER THEREOF AND SAID CORNER BEING THE SOUTHEASTERLY CORNER OF A TRACT DESCRIBED IN BOOK 402, PAGE 81, COLE COUNTY RECORDER'S OFFICE AND THE SOUTHEASTERLY CORNER OF LOT 57 OF SAID SCHOTTHILL WOODS SUBDIVISION, SECTION 2; THENCE N39°25'29"E, ALONG THE EASTERLY LINE OF SAID LOT 57, 132.60 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 103,808 SQUARE FEET, OR 2.383 ACRES, MORE OR LESS. THE ABOVE DESCRIBED TRACT BEING SHOWN AS TRACT A OF SURVEY OF RECORD IN SURVEY BOOK A, PAGE 505, COLE COUNTY RECORDER'S OFFICE. CONTAINING 2.4 ACRES, MORE OR LESS.

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request. Please call (573) 634-6410 with questions regarding these matters.

Emily Donaldson, City Clerk, City of Jefferson, Missouri

P.T. - Friday, June 3, 2022

For contact information only.

Department of Planning and Protective Services/Planning Division
320 East McCarty Street, Room 120, Jefferson City, Missouri 65101
Contact: Anne Stratman
Phone (573) 634-6475 Fax (573) 634-645

PUBLIC HEARING/BILL SUMMARY

BILL NO: 2022-016

SPONSOR: Councilman Lester

SUBJECT: Final Subdivision Plat consisting of Two Lots Zoned PUD and Preliminary PUD Plan to Construct and Operate an Auto Parts Retail Sales Store on Proposed Lot 2. (Planning and Zoning Commission Case No. P22006)

DATE INTRODUCED: June 6, 2022

PUBLIC HEARING: June 20, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: Standard ordinance approving and accepting a Final Subdivision Plat and approving a Preliminary PUD Plan.

Origin of Request: Property owner, through Planning and Zoning Commission

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Eric Barron

Background Information: A request was filed for a Final Subdivision Plat for a 2.4 acre tract. The final plat would result in two new lots; one would be 1.4 acres in size and the other 1 acre. Both lots would remain zoned PUD Planned Unit Development.

A Preliminary PUD Plan is requested for the proposed Lot 2 for construction and operation of a 7,400 sf auto parts retail store. A plan narrative has been provided by the applicant and is contained within supporting documents for Case P22006. Please see attached staff report for more information.

Planning and Zoning Commission Review: The Planning and Zoning Commission reviewed the application for a Final Subdivision Plat and a Preliminary PUD Plan at their meeting of May 12, 2022. Both motions to recommend approval PASSED on votes of 5 in favor and 0 against.

Public Notice: Standard public notice procedures were followed in advance of the Planning and Zoning Commission meeting and the City Council meetings. This includes (1) publication of the public notice agenda in the Jefferson City News Tribune 15 days in advance of the hearing on the case; (2) notification by letter to adjoining and affected property owners within 185 feet, and (3) posting of a sign at the property announcing the date and time of the hearing 10 to 15 days in advance of the hearing.

Public Comment Received:

A public comment was from Robert Jacobs distributed to the Planning and Zoning Commission. The comment stated the existence of poor conditions along the private drive serving the property.

Fiscal Information: \$1,080.00 in application fees were received.

Planning & Zoning Commission Recommendation: Approve.

BILL NO. 2022-016

SPONSORED BY Councilmember Lester

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, ACCEPTING AND APPROVING THE FINAL SUBDIVISION PLAT OF AZ JEFFERSON CITY SUBDIVISION, A SUBDIVISION OF THE CITY OF JEFFERSON MISSOURI, AND APPROVING A PRELIMINARY PUD PLAN FOR PROPERTY ADDRESSED AS 839 EASTLAND DRIVE, JEFFERSON CITY, MISSOURI.

WHEREAS, ABCO Management. LLC, owner of the real estate hereinafter described, having submitted to the City Council a plat of said real estate, being located in Jefferson City, Cole County, Missouri, and described as PART OF LOT 56 OF SCHOTTHILL WOODS SUBDIVISION SECTION 2, AS PER PLAT OF RECORD IN PLAT BOOK 11, PAGE 324, COLE COUNTY RECORDER'S OFFICE, IN THE CITY OF JEFFERSON, COLE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 56; THENCE S50°30'06"E, ALONG THE NORTHERLY LINE THEREOF, 141.95 FEET; THENCE S61°30'37"E, ALONG THE NORTHERLY LINE OF SAID LOT 56, 235.11 FEET TO THE NORTHWESTERLY CORNER OF A TRACT DESCRIBED BY DEED OF RECORD IN BOOK 324, PAGE 723, COLE COUNTY RECORDER'S OFFICE; THENCE S32°12'37"W, ALONG THE WESTERLY LINE THEREOF, 270.55 FEET; THENCE N57°45'51"W, 235.75 FEET; THENCE N78°52'00"W, 133.30 FEET TO THE SOUTHEASTERLY CORNER OF LOT 58 OF SAID SCHOTTHILL WOODS SUBDIVISION, SECTION 2 AND THE SOUTHEASTERLY CORNER OF A TRACT DESCRIBED BY DEED OF RECORD IN BOOK 300, PAGE 540, COLE COUNTY RECORDER'S OFFICE; THENCE N22°38'51"E, ALONG THE EASTERLY LINE OF SAID LOT 58, 192.25 FEET TO THE NORTHEASTERLY CORNER THEREOF AND SAID CORNER BEING THE SOUTHEASTERLY CORNER OF A TRACT DESCRIBED IN BOOK 402, PAGE 81, COLE COUNTY RECORDER'S OFFICE AND THE SOUTHEASTERLY CORNER OF LOT 57 OF SAID SCHOTTHILL WOODS SUBDIVISION, SECTION 2; THENCE N39°25'29"E, ALONG THE EASTERLY LINE OF SAID LOT 57, 132.60 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 103,808 SQUARE FEET, OR 2.383 ACRES, MORE OF LESS. THE ABOVE DESCRIBED TRACT BEING SHOWN AS TRACT A OF SURVEY OF RECORD IN SURVEY BOOK A, PAGE 505, COLE COUNTY RECORDER'S OFFICE. Containing 2.4 acres, more or less; and

WHEREAS, it appears that said plat has been fully and properly signed and accepted by the owner of said subdivision, known and referred to as the Final Subdivision Plat of AZ Jefferson City Subdivision, that all taxes have been paid, that in all respects the requirements of Chapter 445, RSMo, entitled "Plats" have been fully complied with by the owner of said subdivision, and that in all respects the requirements of the Planning and Zoning

Commission of the City of Jefferson, Missouri, relating to plats and subdivisions have been complied with; and

WHEREAS, ABCO Management. LLC, owner of the real estate referenced and described above, having submitted a Preliminary PUD Plan for Lot 2 of AZ Jefferson City Subdivision, containing 1 acre; and

WHEREAS, it appears that the procedures set forth in the Zoning Code relating to Planned Unit Developments have in all matters been complied with.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. That the Final Subdivision Plat of AZ Jefferson City Subdivision, lying, being and situated within the corporate limits of the City of Jefferson, Missouri, as shown by the said plat attached hereto and made a part of this ordinance, is hereby approved and accepted by the City Council of the City of Jefferson, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to endorse acceptance of said plat hereon and to certify the approval of said plat under the seal of the City of Jefferson.

Section 3. The Preliminary PUD Plan, on file as Case No. P22006 in the Jefferson City Planning and Zoning Commission records, is hereby approved for Lot 2 of AZ Jefferson City Subdivision.

Section 4. The underlying zoning designation of C-2, General Commercial shall be established for the purpose of determining zoning specifications of the PUD Plan such as permitted land uses, signage, and lighting.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

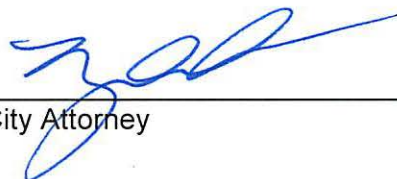
Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



NOTICE OF PUBLIC HEARING ON PLANNING AND ZONING MATTERS

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Emily Donaldson, City Clerk, City of Jefferson, Missouri

P.T. - Friday, June 3, 2022

For contact information only.

Department of Planning and Protective Services/Planning Division
320 East McCarty Street, Room 120, Jefferson City, Missouri 65101

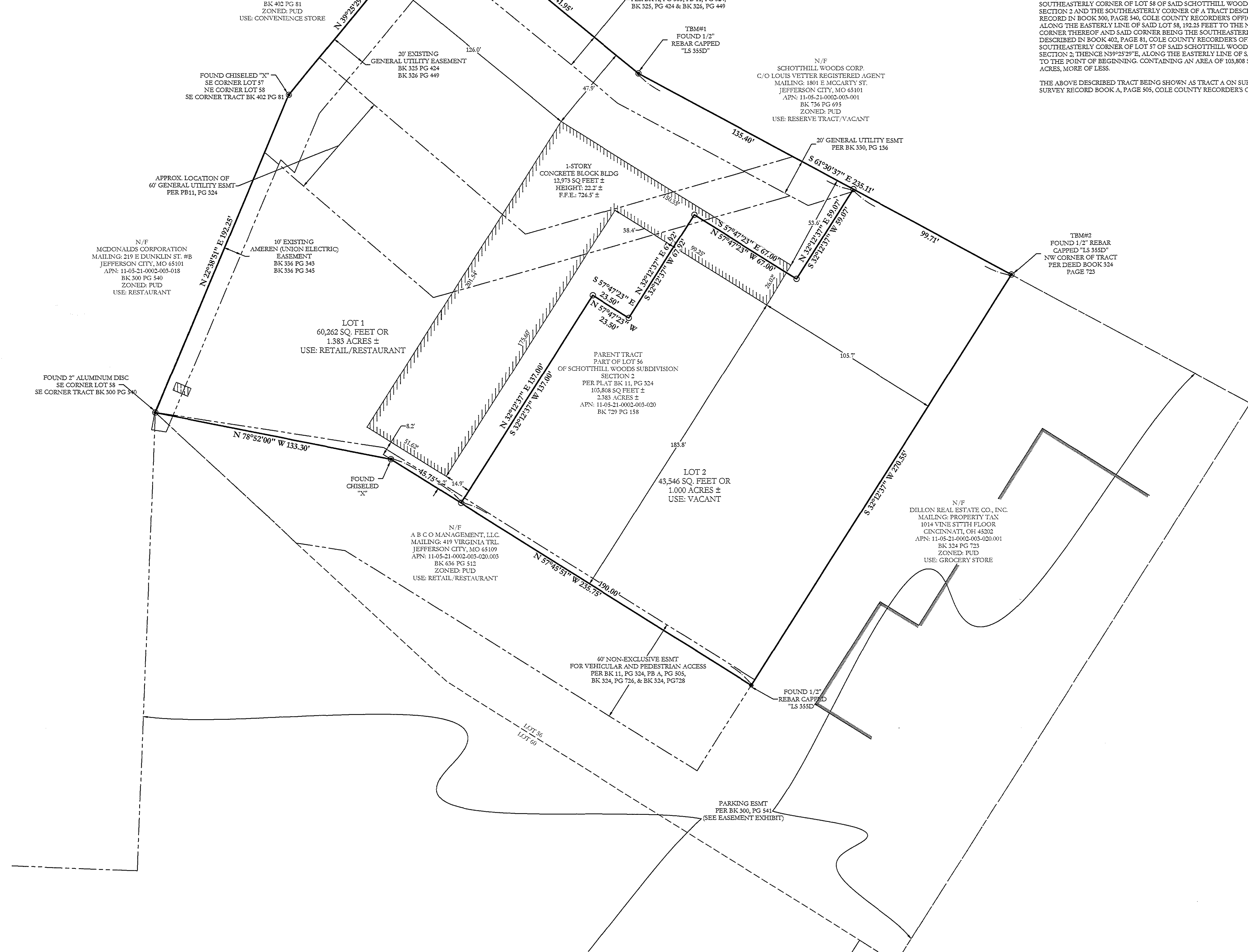
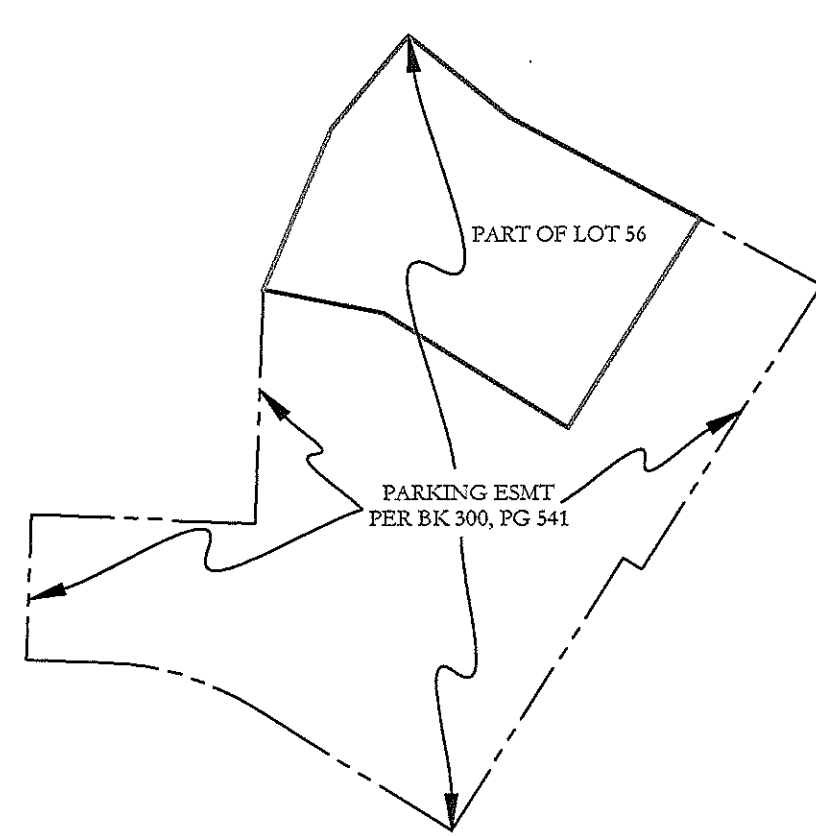
Contact: Anne Stratman

Phone (573) 634-6475

Fax (573) 634-645

AZ JEFFERSON CITY SUBDIVISION
IN THE CITY OF JEFFERSON, MO BEING A REPLAT OF TRACT A AS SHOWN IN SURVEY
RECORD BOOK A, PAGE 505 RECORDS OF COLE COUNTY, MO RECORDER'S OFFICE, BEING A
DIVISION OF A PORTION OF LOT 56, SCHOTTHILL WOODS SUBDIVISION SECTION 2, PER PLAT
BOOK 11, PAGE 324, COLE COUNTY, MO RECORDER'S OFFICE
2.383 ACRES, ZONED PUD

Easement Exhibit
NOT TO SCALE



Boundary Description

PART OF LOT 56 OF SCHOTTHILL WOODS SUBDIVISION SECTION 2, AS PER PLAT OF RECORD IN PLAT BOOK 11, PAGE 324, COLE COUNTY RECORDER'S OFFICE, IN THE CITY OF JEFFERSON, COLE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 56, THENCE S89°50'06\"/>

- Miscellaneous Notes**
1. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM COLE COUNTY TAX CARDS AND DEEDS.
 2. NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED MISSOURI ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY (THE SUBJECT PROPERTY). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-1 EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERE TO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.
 3. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED DIMENSIONS UNLESS OTHERWISE NOTED HEREON. RECORD DIMENSIONS, IF DIFFERING FROM MEASURED DIMENSIONS, WILL BE FOLLOWED BY "R#" WHERE THE # INDICATES FROM WHICH REFERENCE DOCUMENT THE DIMENSION ORIGINATED.
 4. CONTOUR INTERVAL = 1 FOOT
 5. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING. (NAD 1983 DATUM) RESEARCH WAS DONE TO FIND LOCAL AND/OR NGDS DATA BUT NONE WERE AVAILABLE IN THE AREA AS OF DATE OF SURVEY.
 6. AT THE TIME OF THE SURVEY, THERE WERE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM CONTROLLING JURISDICTION OR OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIR.
 7. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
 8. SURVEYOR DID NOT RECEIVE ANY INFORMATION FROM THE TITLE INSURER REGARDING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY OR ANY REQUIREMENTS RELATED TO THE APPLICABLE ZONING CLASSIFICATION.
 9. THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER GPS OBSERVATION, MISSOURI STATE PLANE, CENTRAL ZONE (NAD 83).
 10. PARENT TRACT TOTAL AREA IS 103,808 SQUARE FEET OR 2.383 ACRES MORE OR LESS.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNER OF THE TRACT OF LAND DESCRIBED IN THE ABOVE PROPERTY BOUNDARY DESCRIPTION, HAS CAUSED SAID TRACT TO BE SURVEYED AND SUBDIVIDED INTO A LOT AND ON THIS PLAT THE LOT NUMBER AND THE SIZE THEREOF IS FULLY AND TRULY SET FORTH AND THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE FOREVER, ALL EASEMENTS (NOT PRESENTLY OF RECORD), LYING WITHIN THE BOUNDARIES OF THE DESCRIBED PROPERTY, AS SHOWN ON THIS PLAT. THIS SUBDIVISION SHALL BE KNOWN AS AZ JEFFERSON SUBDIVISION.

ALL TAXES DUE AND PAYABLE AGAINST SAID PROPERTY HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID PROPERTY HAS HEREUNTO SET HIS HANDS AND SIGNATURES THIS 26 DAY OF May, 2022.

BY: Steven Albert
STEVEN ALBERT
AUTHORIZED SIGNATORY, ABCO MANAGEMENT L.L.C.

STATE OF MISSOURI
COUNTY OF COLE

ON THIS 26 DAY OF May, 2022, BEFORE ME PERSONALLY, DID APPEAR STEVEN ALBERT, TO ME PERSONALLY KNOWN AND BEING DULY SWORN, DID SAY THAT HE IS STEVEN ALBERT, ACKNOWLEDGES SAID INSTRUMENTS TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY SEAL THIS 26 DAY OF May, 2022.

MY COMMISSION EXPIRES 9/25/2025

Tristan T. Clementich
Tristan T. Clementich
Notary Public, Cole County.

TRISTAN T. CLEMENTICH
Notary Public - Notary Seal
STATE OF MISSOURI
My Commission Expires: Sept. 25, 2025
Commission #17023408

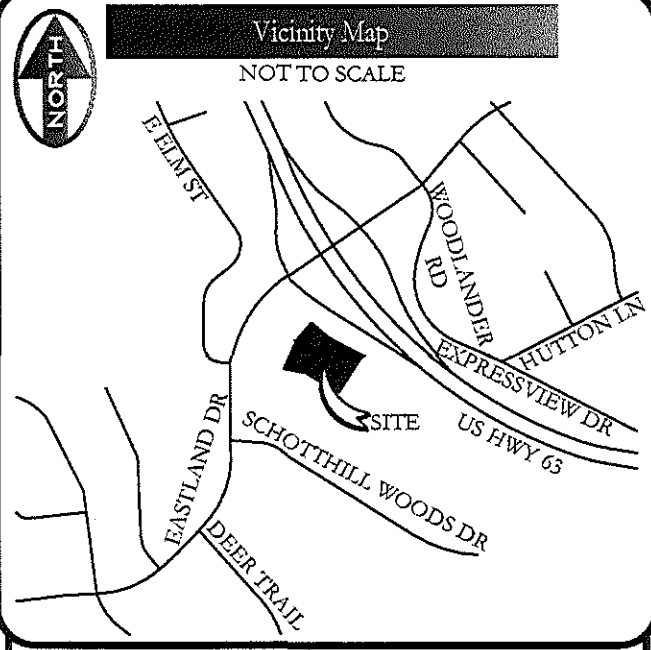
I, THE CITY CLERK OF THE CITY OF JEFFERSON, COUNTY OF COLE, STATE OF MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR OF THE CITY OF JEFFERSON, MISSOURI, BY ORDINANCE NO. APPROVED THIS DAY OF , 20.

CARRIE TERGIN, MAYOR
MATTHEW MORASCH, P.E.
DIRECTOR OF PLANNING AND PROTECTIVE SERVICES

EMILY DONALDSON, CITY CLERK
LUTHER W. SANDERS, JR., AICP
DIRECTOR OF PLANNING AND PROTECTIVE SERVICES

STATE OF MISSOURI
COUNTY OF COLE
FILED FOR RECORD DAY OF 20
AT O'CLOCK AND MINUTES M.
RECORDED IN BOOK PAGE
JUDY K. RIDGEWAY, RECORDER
DOCUMENT NO.

I HEREBY STATE THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF AGRICULTURE, LAND SURVEY DIVISION, AND MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS (URBAN CLASS PROPERTY) APRIL 4TH, 2022.
CERTIFICATE OF AUTHORITY #LS-2017018810



- Legend of Symbols & Abbreviations**
- FOUND MONUMENT (AS NOTED)
 - SET 5/8\"/>

NOT TO SCALE

LOT 1
60,262 SQ. FEET OR
1.383 ACRES ±
USE: RETAIL/RESTAURANT

LOT 2
43,346 SQ. FEET OR
1.000 ACRES ±
USE: VACANT

60' NON-EXCLUSIVE ESMT
FOR VEHICULAR AND PEDESTRIAN ACCESS
PER BK 11, PG 324, PB A, PG 505,
BK 324, PG 736, & BK 324, PG 728

PARKING ESMT
PER BK 300, PG 541
(SEE EASEMENT EXHIBIT)

20' GENERAL UTILITY ESMT
PER BK 330, PG 156

20' GENERAL UTILITY ESMT
PER BK A, PG 505, PB 11, PG 324,
& BK 300, PG 541

25' X 25' SIGN ESMT
PER BK A, PG 505, PB 11, PG 324,
& BK 300, PG 541

20' EXISTING
GENERAL UTILITY EASEMENT
BK 325 PG 424
BK 326 PG 449

10' EXISTING
AMEREN UNION ELECTRIC
EASEMENT
BK 334 PG 343
BK 336 PG 345

FOUND CHISELED "X"
SE CORNER LOT 58
SE CORNER TRACT BK 402 PG 81

APPROX. LOCATION OF
60' GENERAL UTILITY ESMT
PER PB 11, PG 324

N/F
KOLB BROTHERS, LLC.
MAILING: PO BOX 574
JEFFERSON CITY, MO 65102
APN: 11-05-21-0002-003-019
BK 402 PG 81
ZONED: PUD
USE: CONVENIENCE STORE

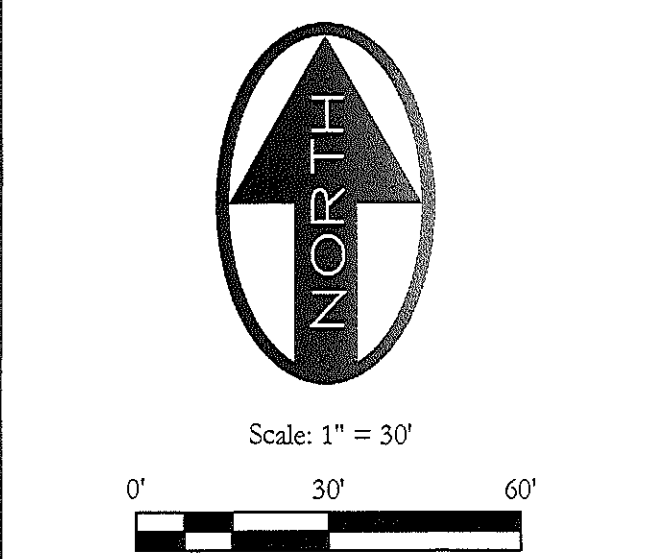
N/F
MCDONALDS CORPORATION
MAILING: 219 E DUNKLIN ST. #B
JEFFERSON CITY, MO 65101
APN: 11-05-21-0002-003-018
BK 300 PG 540
ZONED: PUD
USE: RESTAURANT

N/F
SCHOTTHILL WOODS CORP.
C/O LOUIS VETTER REGISTERED AGENT
MAILING: 1801 E MCCARTHY ST.
JEFFERSON CITY, MO 65101
APN: 11-05-21-0002-003-001
BK 736 PG 693
ZONED: PUD
USE: RESERVE TRACT/VACANT

N/F
DILLON REAL ESTATE CO., INC.
MAILING: PROPERTY TAX
1014 VINE STREET FLOOR
CINCINNATI, OH 45202
APN: 11-08-21-0002-003-020-001
BK 324 PG 723
ZONED: PUD
USE: GROCERY STORE

N/F
A B C O MANAGEMENT, LLC.
MAILING: 419 VIRGINIA TRL.
JEFFERSON CITY, MO 65109
APN: 11-05-21-0002-003-020-003
BK 436 PG 512
ZONED: PUD
USE: RETAIL/RESTAURANT

FOUND 1/2\"/>



Surveyor's Certification

THIS IS TO CERTIFY THAT AT THE REQUEST OF STEVEN ALBERT, AUTHORIZED SIGNATORY FOR ABCO MANAGEMENT, L.L.C., A SURVEY AND SUBDIVISION WAS MADE, UNDER MY PERSONAL DIRECTION REGARDING THE PROPERTY SHOWN AND DESCRIBED HEREON AND THE RESULTS ARE REPRESENTED ON THIS PLAT AND THAT SAID SURVEY WAS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS FOR AN URBAN PROPERTY BOUNDARY SURVEY AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 10TH DAY OF MARCH, 2022.

BUCKLEY D. BLEW
PROFESSIONAL LAND SURVEYOR NO. 2015000225
STATE OF MISSOURI
MISSOURI C.O.A. 2017018810

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479-443-4506
FAX: 479-582-1883
www.BLEWINC.com

DRAWN BY & DATE: ANS & MTN 4/4/2022
REVIEWED BY: GC
SURVEYED BY: JW

COUNTY & STATE: COLE COUNTY, MISSOURI
JOB NUMBER: 21-11149.01

LOCATION: 831 EASTLAND DRIVE, JEFFERSON CITY, MISSOURI 65101

FOR THIS USE AND BENEFIT OF:

AUTOZONE, INC.

Sheet 1 of 1

Excerpt of Unapproved Minutes
JEFFERSON CITY PLANNING AND ZONING COMMISSION
May 12, 2022
5:15 p.m.

COMMISSION MEMBERS PRESENT

Dale Vaughan, Chair
Penny Quigg, Vice Chair
Gregory Butler
Emily Fretwell
Spencer Hoogveld, Alternate
Treka Young, Alternate

ATTENDANCE RECORD

8 of 9
9 of 9
6 of 9
6 of 9
4 of 9
2 of 3

COMMISSION MEMBERS ABSENT

Bunnie Trickey Cotten
Dean Dutoi
Shanon Hawk
Blake Markus

7 of 9
6 of 9
6 of 9
3 of 9

COUNCIL LIAISON PRESENT

Mike Lester, Council Liaison

STAFF PRESENT

Sonny Sanders, Director of Planning & Protective Services
Dustin Birch, Associate City Counselor
Eric Barron, Planning Manager
Kortney Bliss, Planner
Anne Stratman

Case No. P22006 – 839 Eastland Drive, Final Subdivision Plat and Preliminary PUD Plan.

Request filed by ABCO Management, LLC, property owner, on behalf of AutoZone Development, LLC, applicant, for a Final Subdivision Plat consisting of two lots and a Preliminary PUD Plan to construct and operate an auto parts retail sales store on proposed Lot 2. The property is located on the north side of a private commercial drive 500 feet east of the intersection of Eastland Drive and East Elm Street and is described as Part of Lot 56 of Schotthill Woods Subdivision Section 2 in the City of Jefferson, Cole County, Missouri (Spartan Engineering Solutions, LLC, Consultant).

Ms. Bliss stated the applicant is requesting a Final Subdivision plat for 2.4 acres. Such plat would create two lots; one would be 1.4 acres and the other 1 acre. Both lots would remain under the existing zoning district, PUD Planned Unit Development. For the proposed 1 acre lot, approval of a Preliminary PUD Plan has been requested. AutoZone requests to build a 7,400 square foot building to house their retail business enterprise.

Wesley Berlin, PE, Spartan Engineering Solutions, LLC, 2583 Pine Bluffs Court, Highland, MI, spoke regarding this request. He stated that Spartan Engineering is a civil consultant and also the project representative for AutoZone. We are filling in a vacant portion of the existing development. This is a great site and great location for AutoZone. AutoZone is strictly a retail sales business, there are no additional services such as oil changes. It is strictly indoor sales, there is no outdoor storage. AutoZone is a low intensity use and is not a huge traffic generator.

No one spoke in opposition to this request.

Ms. Bliss stated that staff recommends approval of both the Final Subdivision Plat and the Preliminary PUD Plan. The proposal appears to meet all applicable requirements of the Zoning Code and the Subdivision Code for the City of Jefferson. With respect to the City Code, this request is subject to staff comments, including but not limited to those of the Public Works Department, Fire Department, and Building Division.

Ms. Quigg moved and Mr. Butler seconded to recommend to the City Council approval of the AZ Jefferson City Subdivision Final Subdivision Plat. The motion passed 5-0 with the following votes:

Aye: Butler, Fretwell, Hoogveld, Quigg, Young
Nay: None

Ms. Fretwell moved and Mr. Butler seconded to recommend to the City Council approval of the Preliminary PUD Plan for property addressed as 839 Eastland Drive.

- a. Establishment of an underlying zoning district of C-2 General Commercial for the purpose of determining permitted uses, signage, and lighting.

The motion passed 5-0 with the following votes:

Aye: Butler, Fretwell, Hoogveld, Quigg, Young

Nay: None

PLANNING STAFF REPORT
JEFFERSON CITY PLANNING AND ZONING COMMISSION
May 12, 2022

Case No. P22006 – 839 Eastland Drive, Final Subdivision Plat and Preliminary PUD Plan. Request filed by ABCO Management, LLC, property owner, on behalf of AutoZone Development, LLC, applicant, for a Final Subdivision Plat consisting of two lots and a Preliminary PUD Plan to construct and operate an auto parts retail sales store on proposed Lot 2. The property is located on the north side of a private commercial drive 500 feet east of the intersection of Eastland Drive and East Elm Street and is described as Part of Lot 56 of Schotthill Woods Subdivision Section 2 in the City of Jefferson, Cole County, Missouri (Spartan Engineering Solutions, LLC, Consultant).

Nature of Request

A Final Subdivision Plat for a 2.4 acres tract is proposed. Such plat would create two lots; one would be 1.4 acres and the other 1 acre. Both lots would remain under the existing zoning district, PUD Planned Unit Development. For the proposed 1 acre lot (suggested to be called Lot 2 in the Final Subdivision Plat), approval of a Preliminary PUD Plan has been requested. AutoZone requests to build a 7,400 square foot building to house their retail business enterprise. A plan narrative has been provided by the applicant and is attached within the case packet.

History

The property has been involved with a number of staff reviews and Planning and Zoning Commission cases. These have included approval of a preliminary plat, preliminary and final C-4 site plan, amended C-4 site plan, and revision to the C-4 site plan. Such requests have spanned a time frame of at least 1982 to 2001. The C-4 (Planned Commercial) name is no longer in use to describe a zoning district. After the Zoning Ordinance was updated from 2001-2002, this district today falls under the PUD name and zoning designation applicability.

Zoning and Surrounding Land Use

Zoning: PUD Use: Gravel Lot

	Surrounding Zoning	Surrounding Uses
North	RA-2	Residential
South	PUD	Commercial; Restaurant, Finance, Medical
East	PUD	Commercial; Restaurant, Gas Station, Retail
West	PUD	Commercial; Retail, Finance

Analysis

The following are observations of the requested Final Subdivision Plat and Preliminary PUD Plan. The proposal is subject to compliance with all portions of the City Code for the City of Jefferson, including Chapter 35 Zoning Code, Chapter 32 The Subdivision Code, and Chapter 3 Advertising and Signs.

Subdivision Plat:

- **Name:** AZ Jefferson City Subdivision
- **Acreage:**2.383
- **Current Number of Lots:** 1
- **Proposed Number of Lots:** 2
- **Lot Size:**
 - o **Largest Lot:** 1.383 acres
 - o **Smallest Lot:** 1 acre
- **Streets:** No streets are suggested to be created as a part of the plat. Both proposed Lots 1 and 2 would have access to a private drive which connects to Eastland Drive. There is vehicular access through a drive positioned along the north side of the two proposed lots.
- **Sidewalk:** Currently no sidewalks exist on the lot. While not shown on the Final Subdivision Plat, sidewalks are noted within the Preliminary PUD Plan.
- **Utilities:** The site appears to contain adequate access to utilities. Need for a fire hydrant at the front of the building has been identified.

Preliminary PUD Plan:

A proposed Preliminary PUD Plan is attached and contains several site modifications including parking lot, sidewalk, utilities, lighting, signage, and landscaping,

- **Building Design:** Total gross floor area is projected to be 7,381 square feet and have a height of 19 feet to the top of parapet wall. Building construction details must comply with Building Division and Fire Department requirements.
- **Land Use:** The narrative specifies the applicant's desire to use the site for an auto parts retail sales store. The zoning is PUD. An underlying zoning district was not noted by the applicant but for the regulation of other land uses and site specifications not laid out in the plan, the C-2 General Commercial district serves as the most appropriate underlying zoning district,
- **Landscaping:** Landscaping proposed for the site includes the placement of five red oaks along the edges of both the east and south parking lots. Under Appendix A. – Approved Planting List located in Chapter 35 of the City Code, Northern Red Oak, having scientific name *Quercus rubra*, is the only red oak variety listed as an approved tree species in this Appendix. There are other oak tree species in the Appendix such as the Scarlet Oak and Shumard Oak which give variations of red fall foliage. These oak varieties at this time were not mentioned in the plan. Irrigated sod ground cover is proposed for all areas excluding building and pavement locations. The applicant suggested that nearly 28% of the site will be dedicated to pervious coverage.
- **Lighting:** Three light poles and six wall packs are suggested to be used for site illumination. The narrative states that these would all be LED fixtures that would face in a downward direction as well as be full cut off type which would be set to turn off, by timer, 30 minutes after the last employee leaves.
- **Parking:** Two ADA parking spaces and one loading space are outlined in the site plan. The plan notes a total of 35 spaces; 26 of these on the east side of the building and 9 located on the south side of the building.
- **Sidewalk:** New sidewalks are suggested to be laid along the east and south side of the building. In addition, a sidewalk is marked to run along the private drive located to the south of the proposed structure. The sidewalk running along the private drive would connect to those near the building via a suggested sidewalk situated at the west side of the southern parking lot.
- **Signage:** Two wall signs are proposed with the southwest wall sign measuring 117 square feet and the northeast one 54 square feet. A pylon sign is also requested through the PUD Plan specifications. Such sign would be 6.5 feet by 10.5 feet and extend 30 feet in height to the top of the cabinet. This sign is shown to be located at the northeast corner of the site as shown on the Preliminary PUD Site Plan. A statement in the narrative states that this sign would be comparable to the McDonald's and Conoco pylon signs along Eastland Drive. The applicant suggests that all three signs will be internally illuminated. All other signage details not specified within the PUD Plan would need to refer to Chapter 3 Advertising and Signs with respect to the underlying C-2 General Commercial zoning designation.
- **Traffic:** Expected peak hour traffic is 44. In accordance with Chapter 35 Section 35-60. -Traffic impact analysis, this proposal does not generate more than 100 peak hour trips and thus, does not require a traffic impact analysis report.

Staff Recommendation

Upon review of the request, staff recommends approval of both the Final Subdivision Plat and the Preliminary PUD Plan. The proposal appears to meet all applicable requirements of the Zoning Code and The Subdivision Code for the City of Jefferson. With respect to the City Code, this request is subject to staff comments, including but not limited to those of the Public Works Department, Fire Department, and Building Division.

Form of Motion

1. Motion to recommend approval of the AZ Jefferson City Subdivision Final Subdivision Plat.
2. Motion to recommend approval of the Preliminary PUD Plan for property addressed as 839 Eastland Drive.
 - a. Establishment of an underlying zoning district of C-2 General Commercial for the purpose of determining permitted uses, signage, and lighting.

**Jefferson City Planning & Zoning Commission Meeting
Engineering Division Staff Report
Thursday, May 12, 2022, 5:15pm**

Item 6. – New Business/Public Hearings

Case No. P22006 – Final Subdivision Plat, AZ Jefferson City Subdivision, and Preliminary PUD Site Plan, 839 Eastland Drive (Existing PUD Zoning)

ENGINEERING STAFF RECOMMENDATION-

Recommend approval, subject to technical corrections being addressed on documents prior to the final plat and preliminary PUD plan being considered by the City Council.

Final Plat-

Existing Infrastructure Summary

- Public infrastructure exists in the vicinity.
- Storm water drainage facilities exist in the vicinity.
- Sanitary sewer facilities exist in the vicinity.
- Other utilities exist in the vicinity.
- Drive access is to/ from the shopping center private drives to the north and to the south of the proposed lot.
- Sidewalk does not exist in the area, other than to serve individual buildings.

Improvements Summary

No public improvements are proposed with this infill development.

Preliminary PUD Site Plan-

Storm Water / Erosion Control

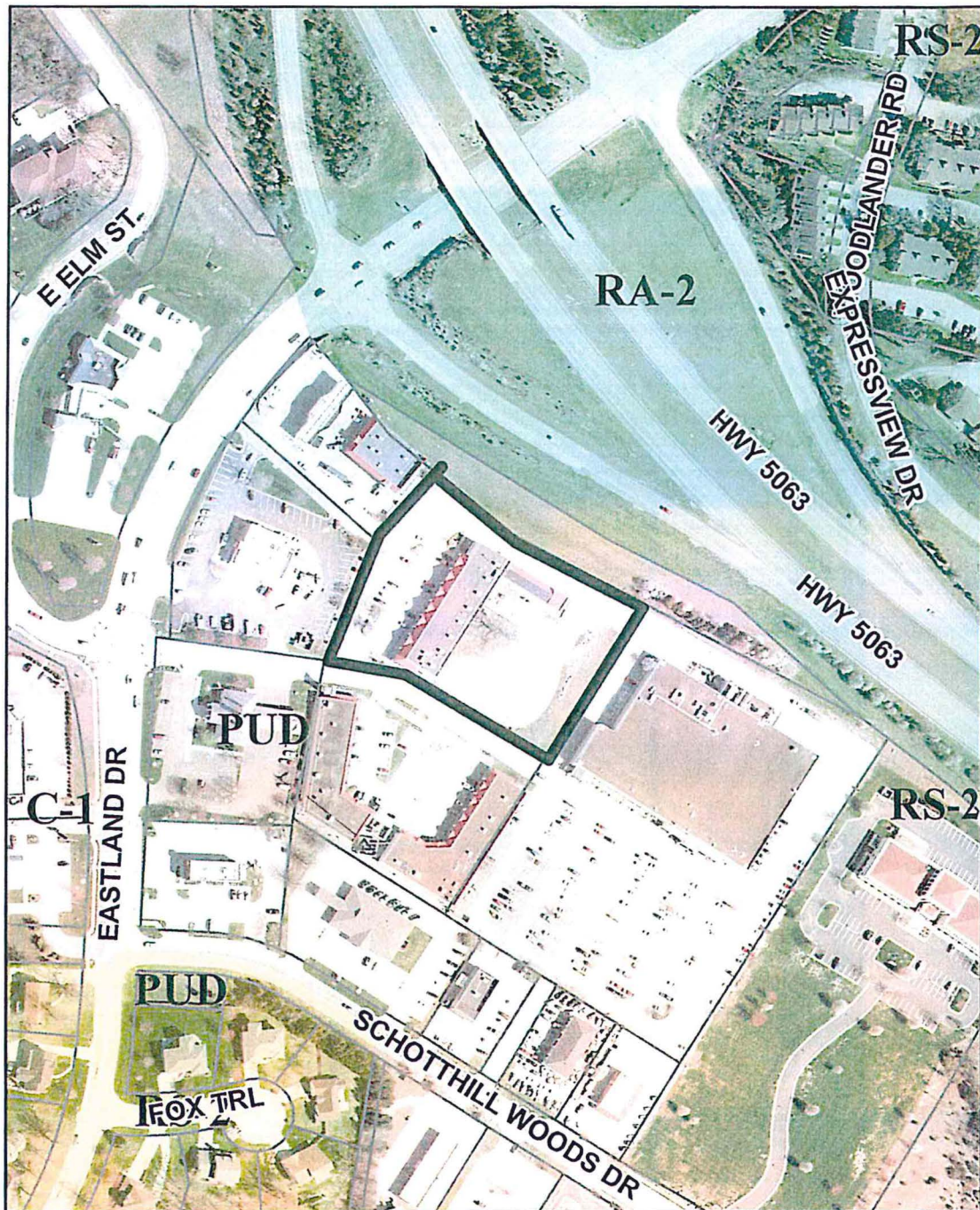
- Storm water detention is not required for the site. It appears that the proposed development has a smaller proposed impervious footprint than what has been proposed previously for other potential developments for this lot.
- A hydrodynamic separator inlet to capture pollutants is proposed for the site to address storm water quality requirements. All drainage facilities proposed will be considered private.
- Erosion/ sediment control plans will be needed for site development during final plan submittal.

Sanitary Sewer

- This development is served by an existing sanitary sewer main at the southeast corner of the lot.

City of Jefferson Planning and Zoning Commission

LOCATION MAP



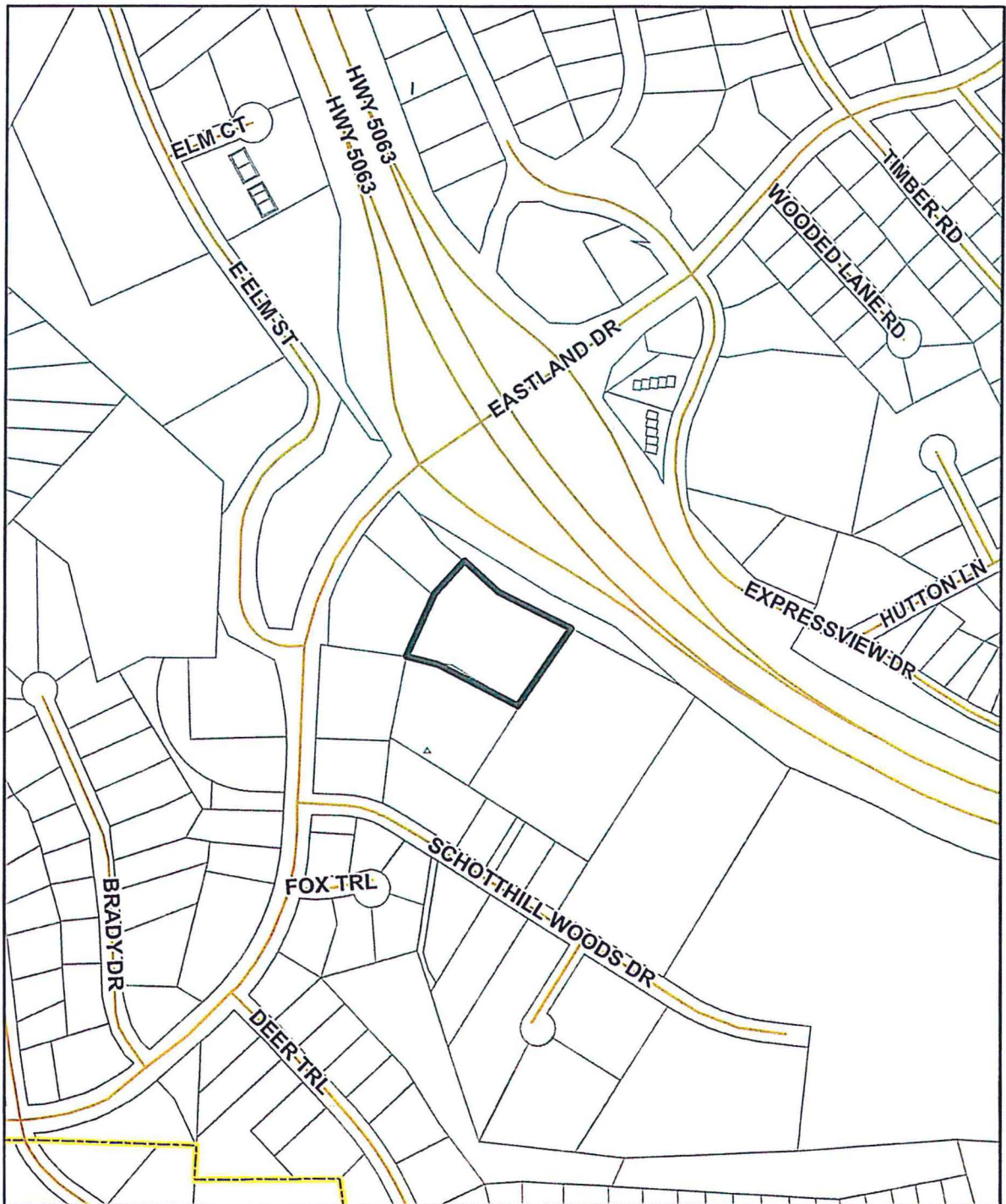
Case No. P22006
839 Eastland Drive
Final Subdivision Plat and Preliminary PUD Plan

0 87.5 175 350 Feet



City of Jefferson Board of Adjustment

VICINITY



Case B22006
839 Eastland Drive
Final Subdivision Plat and Preliminary PUD Plan

0 155 310 620 Feet



Sidewalk

- A sidewalk is proposed along the frontage of the private drive to the south of the lot. This will connect to the adjacent properties (the various shops and convenience store to the west and the grocery store to the east).

Fire Hydrants / Utilities

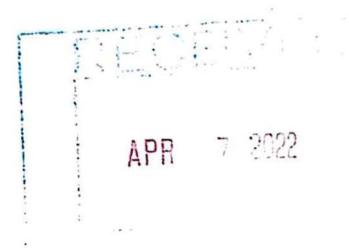
- Existing utilities serve this area.
- As per the Fire Department, an additional fire hydrant is needed in the area.

Review Status of Documents-

- The plat, preliminary plan and description/ details have all been reviewed and are generally in order.
- Technical review comments have been sent back to the consultant for consideration, and will need to be addressed prior to the final plat being considered by the City Council.
- It is expected to receive revised plans prior to the Planning and Zoning Meeting, addressing comments referenced above.



City of Jefferson
Department of Planning & Protective Services
320 E. McCarty Street
Jefferson City, MO 65101
Phone: 573-634-6410
icplanning@jeffcitymo.org
www.jeffersoncitymo.gov



APPLICATION FOR SUBDIVISION PLAT

The undersigned hereby petitions the Planning and Zoning Commission and City Council of the City of Jefferson, Missouri for the following type of subdivision: _____ Preliminary Plat X Final Plat

1. Name of Subdivision: AutoZone Jefferson City MO5759
2. General location: 839 Eastland Drive (within Eastland Plaza)
3. Existing/Proposed zoning: PUD
4. Existing/Proposed use of the property: Existing: vacant and undeveloped; Proposed: AutoZone auto parts sales
5. Size of the property in acres: 1.00 6. Total number of lots proposed: Two (after split) One (new)
7. Description of any variances to the Subdivision Regulations being requested (please note section number of the regulation below and attach a letter stating justification for the variance(s):
None

8. Application filing fee: \$ 360.00* Preliminary Plat = \$500 + \$5 per lot Minor Revision = \$250 + \$5 per lot
*Note: Application fee was paid to the City on 3-28-22 Final Plat = \$350 + \$5 per lot to Preliminary Plat
(Revised July 1, 2018)

9. Signatures:

ABCO Management, LLC / Spartan Albert 4-1-2022
Property Owner Name (type or print) Property Owner Signature Date

Wesley R Berlin, PE, for Spartan Engineering Solutions, LLC Wesley R Berlin 3-31-22
Engineer Name (type or print) Engineer Signature Date

Buckley D. Blew [Signature] 4-1-22
Surveyor Name (type or print) Surveyor Signature Date

Contact person for this application:
Wesley R Berlin, PE
Name: Spartan Engineering Solutions, LLC Address: 2583 Pine Bluffs Court
Highland, MI 48357

Phone Number: 810-746-9928 Email: wberlin@spartan-es.com

For Staff Use Only:

Attachments: _____ Variance request letter _____ Additional documentation

Notes: _____

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.



City of Jefferson
Department of Planning & Protective Services
320 E. McCarty Street
Jefferson City, MO 65101
Phone: 573-634-6410
icplanning@jeffcitymo.org
www.jeffersoncitymo.gov

APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

- | | |
|--|--|
| <input type="checkbox"/> Concept PUD Plan | <input type="checkbox"/> Amendment to Final PUD Plan |
| <input checked="" type="checkbox"/> Preliminary PUD Plan | <input type="checkbox"/> Amendment to Final PUD Plan for Signage |
| <input type="checkbox"/> Final PUD Plan | |

PUD Project Name: AutoZone Jefferson City MO5759

Street Address: 839 Eastland Drive

Legal Description: (as follows or is attached) Part of Lot 56, Schotthill Woods Subdivision Section 2

Please attach or include the following:

- Typed project narrative describing the type and character of the development, including land uses, acreage, proposed residential densities or commercial floor area (FAR); public or private open space, amenities or recreation areas to be provided; sidewalks and pedestrian ways; parking areas; deviations from minimum design standards of Section 35-51; and other information required by Section 35-74 or applicable sections of the Zoning Code. The project title and location must be included upon every page. Number all pages and attachments.
- Site Plan and/or Development Plan, as applicable.
- Preliminary or Final Subdivision Plat or Declaration of Condominium Association, as applicable;
- Draft of Covenants, Conditions and Restrictions, as applicable;
- Traffic impact analysis, if required by Section 35-60;
- Signage Plan, including type, locations and dimensions of all proposed signs;
- Landscaping and Screening Plan;
- Lighting Plan, including pole heights, type of fixtures or luminaries, and foot candles;
- Project Phasing Plan (if applicable)
- Application Filing Fee = \$500 + \$200 advertising fee + \$20 per acre + \$250 rezoning fee (if applicable)
(Revised July 1, 2018)

Application Information:

Property Owner: Steven Albert for ABCO Management, LLC
Address: 419 Virginia Trail, Jefferson City MO 65109
Phone Number(s): 573-690-7396

Applicant Name (if different from owner): Carl Helton for AutoZone Development, LLC
Address: 123 S. Front Street, 3rd Floor, Memphis TN 38103
Phone Number(s): 901-413-4246

Consultant Name: Wesley R Berlin, PE, for Spartan Engineering Solutions, LLC
Address: 2583 Pine Bluffs Court, Highland MI 48357
Phone Number(s): 810-746-9928

The attached information accurately represents this proposed project


Property Owner Signature

Steven P. Albert, Owner/Manager 4-1-2022
Printed Name/Title Date

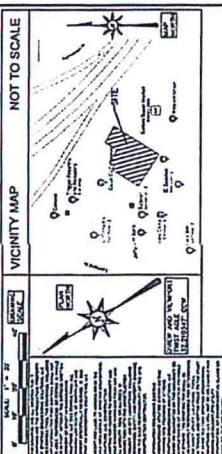
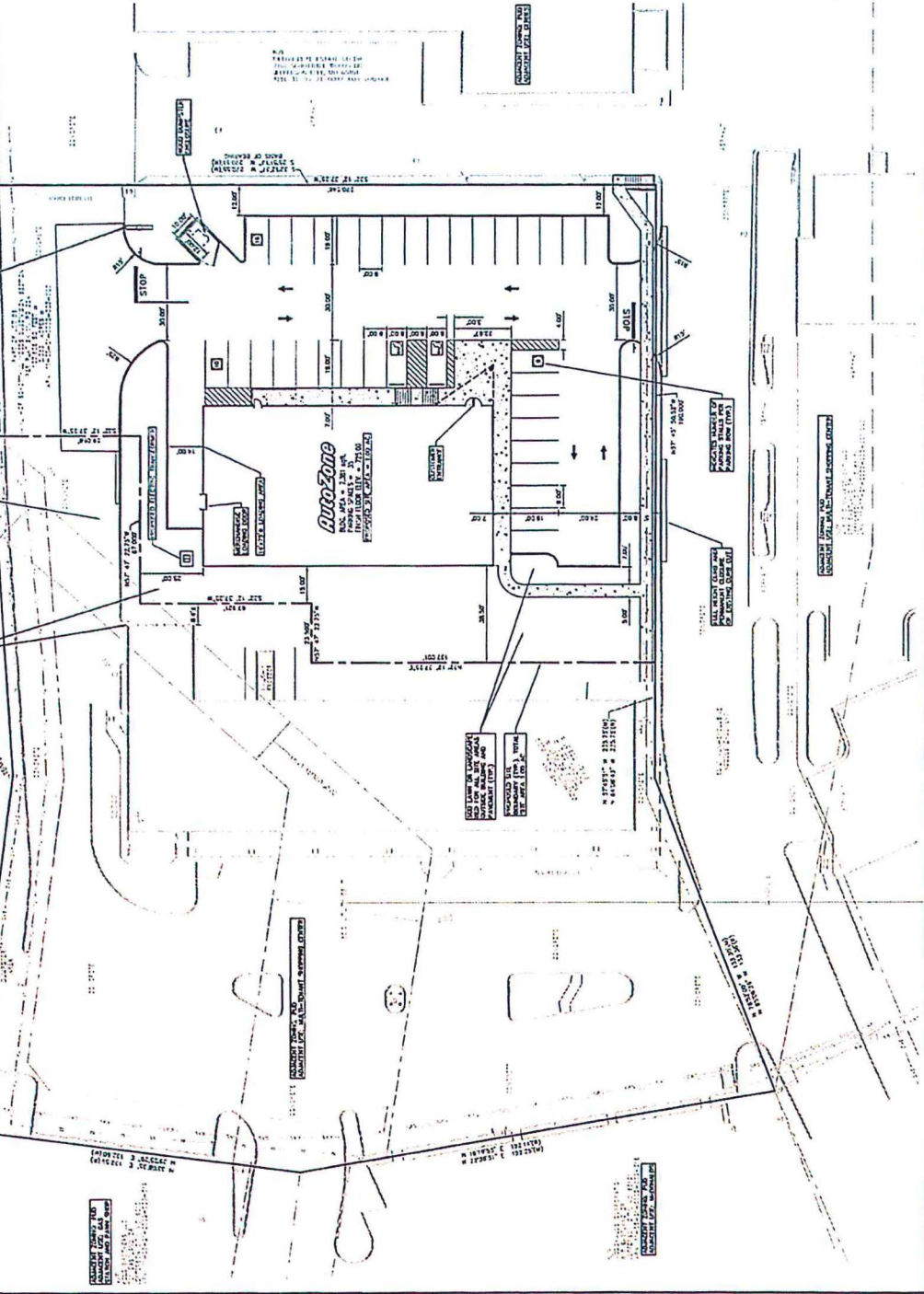
Wesley R. Berlin
Consultant Signature

Wesley R Berlin, PE / Owner 3-31-22
Printed Name/Title Date

For Staff Use Only: Application Filing Fee Received _____ Amount _____ Check # _____

Attachments: Narrative _____ Site Plan _____ Applicant/Project Information Sheet _____ *Note other information submitted on back page

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request.

[illegible][illegible]



SPARTAN ENGINEERING SOLUTIONS, LLC
2583 Pine Bluffs Court
Highland, MI 48357
Ph: 810-746-9928
www.spartan-es.com

April 6, 2022

SES Consulting Project Number: 2022-010

Project Narrative for:

Proposed AutoZone Store Jefferson City MO5759

839 Eastland Drive

City of Jefferson, Cole County, Missouri

1. Legal Description

Part of Lot 56 of the Schotthill Woods Subdivision Section 2. See proposed Final Plat for Metes and Bounds legal description.

2. Type and Character of Development

The proposed Project is for construction of an AutoZone auto parts retail sales store. AutoZone is the leading retailer, and a leading distributor, of automotive replacement parts and accessories in the U.S. All AutoZone stores are company-owned and operated through its corporate headquarters in Memphis, Tennessee.

The proposed 1.0 Acre site is located within the Eastland Plaza shopping center, and is currently vacant and undeveloped. The proposed AutoZone building is 7,381 square feet gross floor area, which results in a Floor Area Ratio (FAR) of 16.9 for the site. In addition to the proposed AutoZone building, other site improvements will include a parking lot, access drives, underground utilities, lighting, signage, and landscaping.

3. Sidewalks and Pedestrian Ways

Sidewalk is proposed adjacent to the new parking areas around the building providing access to the store entry. A new sidewalk system is also proposed along the south side of the property adjacent to the existing share drive. This proposed sidewalk will enhance pedestrian interconnectivity between the proposed AutoZone and existing adjacent businesses. A connecting sidewalk between the southern sidewalk system and parking lot is also proposed for pedestrian access to the front of the store.

4. Parking Areas

Proposed parking areas are located on the subject site south and east of the new building. 30 parking spaces are required by the Jefferson City Zoning Code, and 35 total parking spaces are provided on site. Two ADA accessible parking spaces are required, including one van accessible space, and two ADA accessible parking spaces are provided with both being van accessible.

Parking areas are accessed through the existing shared roadways within the shopping plaza located on the north and south sides of the subject site. A single point of access is proposed at the north and south side of the parking areas.

5. Signage

Two wall signs are proposed on the AutoZone building, both in compliance with the Jefferson City Zoning Code. The southwest wall sign will be 117 square feet in size with 3'-4" tall lettering. The northeast wall sign will be 54 square feet in size with 3'-0" tall lettering. Both signs will be internally illuminated.

A pylon sign is proposed along the north side of the property similar in location to the existing McDonald's and Conoco signs. This proposed sign is not permitted by Jefferson City Zoning Code, and approval of the sign is requested as part of the PUD amendment process. The proposed sign will be 6.5 feet x 10.5 feet in size, 30.0 feet in height to the top of the cabinet, and will be internally illuminated. The sign is comparable to the existing adjacent pylon signs for McDonald's and Conoco.

6. Lighting

Site lighting is designed in compliance with Sec. 35-57 of the Jefferson City Zoning Code. Three light poles will be utilized to illuminate the proposed parking and drives on site. Six wall packs on the building will provide illumination of the proposed sidewalk and parking areas directly adjacent to the building.

All exterior lighting will utilize LED fixtures. All light poles and wall packs will be downward directed and full cut-off.

The lighting layout is designed to minimize or eliminate illumination spill-over at the site boundary. Additionally, exterior lighting will be on a timer and shut off each night approximately 30 minutes after the last employee leaves following business closing.

7. Landscaping

Red oak trees are proposed throughout the site to enhance the visual aesthetics of the property while providing shade coverage within the parking areas. Irrigated sod ground cover is proposed for all areas outside the building and pavement. Nearly 28% of the physical site area will be pervious coverage based on the current site layout design.

City of Jefferson

Department of Planning & Protective Services
320 E. McCarty St.
Jefferson City, MO 65101



Carrie Tergin, Mayor

Sonny Sanders, AICP, Director
Phone: 573-634-6410
Fax: 573-634-6457

April 28, 2022

Dear Property Owner:

This letter is to notify you that the Jefferson City Planning and Zoning Commission will meet at 5:15 p.m. on Thursday, May 12, 2022, to consider the following matters (see map on back):

Case No. P22006 – 839 Eastland Drive, Final Subdivision Plat and Preliminary PUD Plan. Request filed by ABCO Management, LLC, property owner, on behalf of AutoZone Development, LLC, applicant, for a Final Subdivision Plat consisting of two lots and a Preliminary PUD Plan to construct and operate an auto parts retail sales store on the proposed Lot 2. The property is located on the north side of a private commercial drive 500 feet east of the intersection of Eastland Drive and East Elm Street and is described as Part of Lot 56 of Schotthill Woods Subdivision Section 2 in the City of Jefferson, Cole County, Missouri (Spartan Engineering Solutions, LLC, Consultant).

As a nearby landowner and/or neighbor, you are being provided notice of this hearing. Unfortunately, we are unable to record comments received by telephone, however, written comments may be directed to the Planning and Zoning Commission in one of the following ways:

e-mail: jcplanning@jeffcitymo.org
fax: Dept. of Planning and Protective Services / Planning Division 573-634-6457
mail: Dept. of Planning and Protective Services / Planning Division
John G. Christy Municipal Building, 320 E. McCarty Street Jefferson City, MO 65101

Written comments received on or before 1:00 p.m. on the day of the meeting will be made a part of the official record and copied and distributed to Commission members at the meeting. Those unable to provide written comments in advance are invited to deliver their comments to the Commission Chairman only at the meeting. Correspondence received after 1:00 p.m. will be included in the official record, but there is no guarantee that copies will be made for distribution to all Commission members.

For your information, this case is tentatively scheduled for a public hearing in front of the City Council on June 20, 2022. The City Council meets at 6:00 p.m. in the Council Chambers of the John G. Christy Municipal Building, 320 East McCarty Street.

Information regarding this case may be viewed on the Planning and Zoning Commission webpage at: http://www.jeffersoncitymo.gov/government/planning/planning_and_zoning_commission.php

If you have any questions concerning this matter, please feel free to contact 573.634.6573.

Best Regards,

Kortney Bliss
Planner 1

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow three business days to process the request. Please call (573) 634-6410 with questions regarding agenda items.

Jefferson City Planning and Zoning Commission
Property Owner List
Case No P22006
839 Eastland Drive

MO HWY & TRANSPORTATION COMM
PO BOX 718
JEFFERSON CITY MO 65102

MCDONALDS CORPORATION
219 E DUNKLIN ST #B
JEFFERSON CITY MO 65101

JEFFERSON BANK OF MISSOURI
700 SOUTHWEST BLVD
JEFFERSON CITY MO 65109

WOODLANDER APARTMENTS L L C
PO BOX 77
CENTERTOWN MO 65023

BACLESSE, JOHN W TURNER, RONALD O
% JOHN W BACLESSE
PO BOX 779
JEFFERSON CITY MO 65102

MIABELLA PROPERTIES L L C
2103 EXPRESSVIEW DR
JEFFERSON CITY MO 65101

MIABELLA PROPERTIES L L C
2103 EXPRESSVIEW DR
JEFFERSON CITY MO 65101

A B C O MANAGEMENT L L C
419 VIRGINIA TRL
JEFFERSON CITY MO 65109

Steven S. Crowell, Jr.
City Administrator



320 E. McCarty Street
Jefferson City, MO 65101
Phone Number: (573) 634-6306
Email: SCrowell@jeffersoncitymo.gov

DATE: June 16, 2022

TO: Mayor and City Council

FROM: Steven S. Crowell Jr., City Administrator

SUBJECT: Recommendation to Appoint Captain Eric Wilde as Chief of Police

Consistent with Section 5.2 of the City Charter, after a nationwide search and interviews of several internal and external candidates by numerous community members and law enforcement professionals, I am pleased to recommend Jefferson City Police Department Capt. Eric Wilde for consideration as the next Chief of Police for the City of Jefferson.

Section 5.2 (b) of the City Charter states, "The city administrator shall make recommendations of appointment and removal of department heads for the approval of the Mayor and Council."

Capt. Wilde has been with the City of Jefferson since 1998 serving in a variety of positions within the department, currently serving as a Captain of the Jefferson City Police Department since 2014. Capt. Wilde oversees the Operations Division of the Police Department which encompasses the patrol section, traffic unit, SWAT Team and Crisis Negotiations Team. As a member of the "command staff" for the Police Department, Capt. Wilde periodically assumes the responsibilities of the Chief of Police in the Chief's absence.

Capt. Wilde has a Bachelor's Degree from Central Missouri State University. Capt. Wilde is a licensed Missouri Police Officer, and has attended the following: Police Staff and Command College at Northwestern University, Missouri Police Chief's Command College, Management Development Course at Northwestern University, and Supervision of Police Personnel at Northwestern University. Capt. Wilde also has over 30 years of military experience.

I have tried to include a broad group of individuals with backgrounds and experience to assist me in interviewing the candidates and assisting me in making the recommendation for Chief of Police. The Police Chief interview committees consisted of a combination of peers and law enforcement practitioners (i.e., Chiefs of Police/Sheriff), community members, a Police Officer representative selected by the Fraternal Order of Police, representatives of various community organizations, some City department directors, Lincoln University representatives, Cole County Prosecuting Attorney, a representative of the City Police Personnel Board, a representative of the NAACP, and a few City elected officials. Each candidate was asked the same questions with follow-up as appropriate. I think there was a strong group of candidates initially which was narrowed down to a final group of talented internal and external candidates to be interviewed. In my view, particularly for the internal candidates, this recommendation should not reflect negatively on any of the candidates not recommended.

CITY COUNCIL “PRE-MEETING” WORK SESSION, JUNE 6, 2022

CALL TO ORDER

Mayor Carrie Tergin called the June 6, 2022 City Council “Pre-Meeting” to order at 5:47 P.M. to review the agenda.

ATTENDANCE

The following Councilmembers were present when the meeting convened:

Present: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and
Wiseman
Absent: Fitzwater

DISCUSSION OF AGENDA ITEMS

Councilmember Hensley will lead the prayer.

Mayor Tergin will request a motion to amend the agenda, adding Item 7(b.): Gregg Bexten to present an ARPA funds request from the Boys and Girls Club.

Miscellaneous

- Richard Cross will announce the “Black Men Thrive” tie drive fundraiser.
- Mayor Tergin and Sarah Scheffer with Capital Arts will present the Mayor’s Sketch Day winner to Laura Moody.

Presentations from Staff, Consultants, & Invited Guests

- Nicholas Tietz, Director of Emergency Management Agency, Cole County/Jefferson City to present a grant opportunity for an additional agency staff person.

Consent Agenda

- There were no questions at this time.

Bills Introduced

- City Staff presented their introduced bills.

Bills Pending

- City Staff presented their pending bills.
- Councilmember Wiseman, sponsor of bill 2022-009 intends to place the bill on the informal calendar. She indicated the bill will likely have a substitute to bring forward at the next City Council meeting.

CITY COUNCIL “PRE-MEETING” WORK SESSION, JUNE 6, 2022

Resolutions

- City Staff presented their resolutions.

City Administrator Steve Crowell introduced intern and Lincoln University student Clayton Reeves who joined the meeting via WebEx.

ADJOURNMENT

The meeting adjourned at 5:58 P.M.

REGULAR COUNCIL MEETING, JUNE 6, 2022

CALL TO ORDER

Mayor Carrie Tergin called the June 6, 2022 City Council meeting to order at 6:02 P.M.

ROLL CALL

The following Councilmembers were present for roll-call:

Present: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward and Wiseman

Absent: Fitzwater

ADOPTION OF THE AGENDA

Councilmember Schreiber motioned and Councilmember Wiseman seconded the motion to amend and adopt the agenda, adding Item 7(b.) a presentation from Gregg Bexten with the Boys and Girls Club with an ARPA funds request. The motion passed unanimously.

MISCELLANEOUS AGENDA ITEMS

- a. Richard Cross announced the “Black Men Thrive” tie drive fundraiser.
- b. Mayor Tergin and Sarah Scheffer with Capital Arts presented the Mayor’s Sketch Day winner, Laura Moody.

PUBLIC HEARINGS

There were no public hearings at this time.

APPOINTMENTS BY THE MAYOR

There were no appointments at this time.

PRESENTATIONS FROM STAFF, CONSULTANTS & INVITED GUESTS

- a. Nicholas Tietz, Director, Emergency Management Agency, Cole County/Jefferson City presented a staffing grant opportunity. The grant deadline is June 17th. No action was required at this time.
- b. Gregg Bexten and Wade Neal with the Boys and Girls Club presented an ARPA funds request. The Boys and Girls Club has purchased the Big Top Daycare building on Big Horn. The combined cost of the purchase, renovations, and the ability to provide hot meals is approximately \$1.2 million. They are requesting 1/3 of the cost from the City, 1/3 from the County and 1/3 self-funded.

ANNOUNCEMENTS BY MAYOR, COUNCIL, AND STAFF

City Council committee announcements:

REGULAR COUNCIL MEETING, JUNE 6, 2022

- Committee on Administration – The next meeting is Wednesday, July 6th, 7:30 A.M. in the Boone-Bancroft Room.
- Finance Committee – The next meeting is June 23rd. Chair Hensley requested an ARPA funds discussion be added to the next City Council meeting agenda.
- Public Safety Committee – The next meeting is June 29th at 7:30 A.M. in the Police Training Room.
- Public Works & Planning Committee –The next meeting is June 9th at 7:30 A.M. in the Boone-Bancroft Room.

Mayor's announcements:

- Mayor Tergin attended the Memorial Day ceremony at the Capitol.
- Firefighters Local 671 Annual Golf Tournament fundraiser is August 5th.
- The Guns and Hoses hockey match is August 27th. Tickets are now on sale.
- The Mayor's Cup Golf Tournament was Friday, June 3rd to benefit the Kiwanis organization.
- Kids Fest was held at Riverside Park on Saturday, June 4th.
- Mayor Tergin wished all the local athletes competing in the Special Olympics good luck.
- The USS Jefferson City Submarine Crew is coming to Jefferson City next week. A scheduled meet and greet with City Council members is Monday, June 13th at 9:00 A.M. in the City Council Chambers.
- The Mayor's Connecting Communities bike ride was Saturday, June 4th. The Mayors and bicyclists rode the Katie Trail from Jefferson City and Columbia, and met in Hartsburg for lunch and a brief presentation on why the trails are economically important to the communities.

PRESENTATIONS FROM THE GALLERY ON SPECIFIC BILLS OR RESOLUTIONS

- Holly Stitt, Cultural Arts Commission Chair and artist Alex Eickhoff spoke in favor of the substitute to bill 2021-075.
- Jeremy Bowman, President of the F.O.P. spoke in favor of bill 2022-010.

CONSENT AGENDA

- a. Minutes of City Council Meetings: May 16
- b. Approving a Contract with SHI for Network Administrator Services in the Amount of \$39,000
- c. Authorizing a Cooperative Procurement Agreement with O'Reilly Auto Parts and NAPA to Purchase Auto Parts and Supplies
- d. Accepting a State Community Development Block Grant – CARES (CDBG-CV) in the Amount of \$2,000,000 for the Cole County EMS Station at 319 Adams St.

REGULAR COUNCIL MEETING, JUNE 6, 2022

- e. Awarding \$50,000 Bid to Capital Materials and Christensen Brothers Asphalt for Paving Materials for all City Departments

Councilmember Lester motioned and Councilmember Ward seconded the motion to approve the above items on the Consent Agenda. The motion passed unanimously.

BILLS INTRODUCED

2022-011 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, IN THE AMOUNT OF \$93,989.20 FOR THE 2022 STREET SEAL COATING PROJECT.

2022-012 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, IN THE AMOUNT OF \$202,735.57 FOR THE 2022 MICRO SURFACING PROJECT.

2022-013 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH JEFFERSON ASPHALT, IN THE AMOUNT OF \$831,178.50 FOR THE 2022 MILL AND OVERLAY PROJECT.

2022-014 sponsored by Councilmember Schreiber

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, TO REPLACE ALL EXISTING SIDING, TRIM AND ASSOCIATED ARCHITECTURAL FEATURES AT FIRE STATION 3, 302 ROCK HILL ROAD.

Councilmember Ward requested to suspend the rules and take up bill 2022-014 for third reading and passage.

With no objection, bill 2022-014 was third read by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16225**:

Aye:	Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Vogt, Ward, and Wiseman
Nay:	None
Absent:	Fitzwater

2022-015 sponsored by Councilmember Schreiber

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH BUSCOMM, INC.

REGULAR COUNCIL MEETING, JUNE 6, 2022

FOR THE PURCHASE OF VERINT SYSTEM RECORDING UPGRADES TO UPDATE THE CURRENT RECORDING SYSTEM FOR THE JEFFERSON CITY POLICE DEPARTMENT.

Councilmember Spencer requested to suspend the rules and take up bill 2022-015 for third reading and passage.

With no objection, bill 2022-015 was third read by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16226**:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

2022-016 sponsored by Councilmember Lester

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, ACCEPTING AND APPROVING THE FINAL SUBDIVISION PLAT OF AZ JEFFERSON CITY SUBDIVISION, A SUBDIVISION OF THE CITY OF JEFFERSON MISSOURI, AND APPROVING A PRELIMINARY PUD PLAN FOR PROPERTY ADDRESSED AS 839 EASTLAND DRIVE, JEFFERSON CITY, MISSOURI.

BILLS PENDING

2022-007 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, VACATING AND DISCONTINUING THE RIGHT-OF-WAY OF AN UNNAMED ALLEY TO THE REAR OF THE PROPERTIES IN THE 1600 BLOCK OF W. MAIN STREET.

Bill 2022-007 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16227**:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

2022-008 as Amended sponsored by Councilmember Wiseman

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI AMENDING ARTICLE 11, PAID HOLIDAYS, OF THE PERSONNEL POLICY MANUAL TO INCLUDE JUNETEENTH HOLIDAY AND AMENDING THE FY2022 BUDGET BY APPROPRIATING FUNDS WITHIN GENERAL FUND.

Bill 2022-008 as Amended was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16228**:

REGULAR COUNCIL MEETING, JUNE 6, 2022

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

2022-010 sponsored by Councilmember Schreiber

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, APPROVING THE FRATERNAL ORDER OF POLICE LABOR AGREEMENT AND AMENDING THE FY2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY SUPPLEMENTALLY APPROPRIATING FUNDS WITHIN THE VARIOUS CITY FUNDS OUTLINED IN EXHIBIT A.

Councilmember Schreiber motioned and Councilmember Wiseman seconded the motion to accept the substitute. The motion passed by the following roll-call vote:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

Substitute Bill 2022-010 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16229**:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

2022-009 sponsored by Councilmember Wiseman

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, APPROVING A SALARY ADJUSTMENT AND AMENDING THE FY2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY SUPPLEMENTALLY APPROPRIATING FUNDS WITHIN THE VARIOUS CITY FUNDS OUTLINED IN EXHIBIT A.

With no objection, Councilmember Wiseman placed bill 2022-009 on the informal calendar.

2021-075 sponsored by Councilmember Lester

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING CHAPTER 3, ARTICLE III, OF THE CITY CODE OF THE CITY OF JEFFERSON PERTAINING TO MURALS AND MURAL PERMIT PROCESSING.

Councilmember Lester motioned and Councilmember Kemna seconded the motion to accept the substitute. The motion passed by the following roll-call vote:

Aye: Hensley, Kemna, Lester, Schreiber, Ward, and Wiseman

REGULAR COUNCIL MEETING, JUNE 6, 2022

Nay: Deeken, Spencer and Spicer
Absent: Fitzwater

Substitute Bill 2021-075 was read third time by title, placed on final passage, and passed by the following roll-call vote as **Ordinance 16230**:

Aye: Hensley, Kemna, Lester, Schreiber, Ward, and Wiseman
Nay: Deeken, Spencer and Spicer
Absent: Fitzwater

INFORMAL CALENDAR

2022-003 sponsored by Councilmember Fitzwater

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ENGINEERING SURVEYS AND SERVICES, IN THE AMOUNT OF \$141,140.00 FOR THE OHIO STREET BRIDGE PROJECT.

RESOLUTIONS

RS2022-07 sponsored by Councilmember Fitzwater

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON TO APPLY FOR THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, STATE REVOLVING LOAN PROGRAM FOR FUNDS UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RsMO)

Matt Morasch, Public Works Director, presented the resolution.

Councilmember Ward motioned to adopt RS2022-07. Councilmember Kemna seconded the motion.

The motion passed by the following roll-call vote:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
Nay: None
Absent: Fitzwater

RS2022-08 sponsored by Councilmember Fitzwater

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON TO FILE AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY ("TREASURY") PURSUANT TO SECTION 602(b) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. No. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26

REGULAR COUNCIL MEETING, JUNE 6, 2022

Matt Morasch, Public Works Director, presented the resolution.

Councilmember Kemna motioned to adopt RS2022-08. Councilmember Wiseman seconded the motion.

The motion passed by the following roll-call vote:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

RS2022-09 sponsored by Councilmember Fitzwater

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JEFFERSON, MISSOURI
 AUTHORIZING CONTINUED NEGOTIATIONS WITH MISSOURI PRIMARY CARE
 ASSOCIATION AND MISSOURI BEHAVIORAL HEALTH COUNCIL

Joe Pierle, CEO of MO Primary Care Association presented the resolution.

Councilmember Ward motioned to adopt RS2022-09. Councilmember Lester seconded the motion.

The motion passed by the following roll-call vote:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

RS2022-10 sponsored by Councilmember Wiseman

A RESOLUTION AUTHORIZING THE CITY TO EXTEND WALLSTREET GROUP'S
 AGREEMENT FOR INSURANCE BROKERAGE SERVICES FOR ONE (1) YEAR

Director of Human Resources Gail Strobe presented the resolution.

Councilmember Spicer motioned and Councilmember Spencer seconded the motion to adopt RS2022-10. The motion passed by the following roll-call vote:

Aye: Deeken, Hensley, Kemna, Lester, Schreiber, Spencer, Spicer, Ward, and Wiseman
 Nay: None
 Absent: Fitzwater

PRESENTATIONS FROM THE GALLERY ON OTHER TOPICS

There were no presentations at this time.

REGULAR COUNCIL MEETING, JUNE 6, 2022

COUNCIL AND STAFF DISCUSSION OF PRESENTATION TOPICS

There was no discussion at this time.

NEW BUSINESS

Councilmember Deeken expressed his concerns with members on the Police Chief Selection Committee.

UNFINISHED BUSINESS

There was no unfinished business at this time.

ADJOURNMENT

A motion to adjourn was made by Councilmember Wiseman, seconded by Councilmember Hensley, and approved unanimously at 7:28 P.M.

CONSENT AGENDA STAFF REPORT

ITEM CONSIDERED: Item B

SUBJECT: Cooperative Procurement – Greenbush (Southeast Kansas Education Services Center) Contracts for Playground Equipment – Contract 20.6 ESC – Playground – Rec2021

DATE CONSIDERED: June 21, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Per the adopted JC Parks Masterplan, Hickory Adams Neighborhood Park ranks as the third highest targeted park project prioritized in order of significance as informed by the citizen survey, community workshops, and equitable distribution of improvements as defined by past projects and GIS data. The Jefferson City Parks and Recreation Commission has approved resources to implement capital improvements at the park.

Staff requests approval to utilize a cooperative purchasing opportunity with Greenbush Contract, 206 ESC – Playground – Rec2021 with Athco of Lenexa, Kansas for the purchase of playground design, equipment procurement and installation in lieu of a formal bid process. The Finance Department – Purchasing Division has reviewed the Greenbush contract and determined it meets the competitive procurement process similar to the City's.

The total cost of the contract will be \$469,375.00. Expenses for the playground design, equipment and installation will be paid from Local Parks Sales Tax account number 21-990-574062 (Playground Development).

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Cooperative Procurement – Greenbush (Southeast Kansas Education Services Center) Contracts for Playground Equipment – Contract 20.6 ESC – Playground – Rec2021
Parks, Recreation and Forestry – Expiration Date: June 30, 2022 with extensions through June 30, 2024

RECOMMENDATION:

Staff requests approval to utilize the Greenbush (Southeast Kansas Education Services Center) Contract, 20.6 ESC – Playground – Rec2021 with Athco of Lenexa, Kansas for the purchase of playground design, equipment, and installation for Hickory Park. This contract has been reviewed by Purchasing and it has gone through a competitive procurement process similar to the City's. This contract allows for cooperative procurement from other governmental entities.

The Office of Administration has a contract with Athco that we could utilize but the pricing is not as advantageous to the City and would cost approximately \$35,265.00 more for the same supplies and services.

This procurement was evaluated and was ranked as the vendor with the highest score out of eight vendors.

The Park's Department is asking permission to use this Greenbush cooperative contract rather than going through a bid process. The total cost of the contract will be \$469,375.00

FISCAL NOTE:

The expenses for the playground design, equipment, and installation will be paid from account 21-990-574062.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 6/3/22

Bid Evaluation - Greenbrush Playground Equipment

Criteria	Available Points	EcoTurf Surfacing	ABCCreative	Athco	Forever Lawn KC	Fry & Assoc	J Oliver	Park Assoc	Playscape
Product and Services/Pricing	45	45	45	45	45	45	40	45	45
Ability to Provide & Perform the Required Services	20	20	20	20	20	20	20	20	20
References	10	10	10	10	10	10	10	10	10
Demonstrated Track Record	15	10	15	15	10	10	10	10	10
Value Added Attributes	10	0	5	10	0	5	0	5	2
Total Score		85	95	100	85	90	80	90	87



Cinda Holmes <cinda.holmes@greenbush.org>

20.6 ESC-PLAYGROUND-REC2021

Tina Smith <tina.smith@greenbush.org>
To: Matt Cline <mcline@athcollc.com>
Bcc: cinda.holmes@greenbush.org

Fri, Jun 26, 2020 at 4:05 PM

Matt

We are pleased to share with you that Greenbush-The Southeast Kansas Education Service Center is recommending award to Athco for 20.6 ESC-PLAYGROUND-REC2021.

No exceptions to the Terms and Conditions were submitted nor considered.

We look forward to continuing our partnership with Athco!

The fully executed contract will be provided to you via DocuSign once the Greenbush signatures are in place.

Thank you
Tina

--



Tina Smith
Director of Business Relations
P: 620.724.6281, Ext. 308 | M: 620.670.0028
947 W. 47 Hwy.
Girard, KS 66743

Greenbush - The Southeast Kansas Education Service Center
www.greenbush.org



**EXTENSION OF AGREEMENT
20.6 ESC-PLAYGROUND-REC2021**

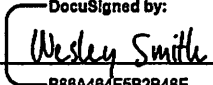
Contract EXTENSION AGREEMENT made by and between

**Athco, LLC (Vendor)
and
Southeast Kansas Education Service Center (SEKESC)**

The existing Agreement was initially awarded through June 30, 2021 for a 12-month term. The Term of Contract and Extension in the Southeast Kansas Education Service Center solicitation provides that by mutual agreement the contract may be renewed for up to three (3) additional one year periods. The SEKESC has approved this extension and now desires to extend the Agreement for an additional term to commence July 1, 2021 and thru June 30, 2022. Upon the signatures of an authorized officer of the SEKESC and Athco, LLC, the Agreement is hereby extended.

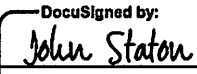
This extension shall be subject to the same Terms and Conditions as contained in the original SEKESC solicitation and addendums thereto.

Southeast Kansas Education Service Center

Authorized Signature  Title Board President
DocuSigned by: B88A484F5B2B48E...
 Printed Name Wesley Smith Date July 1, 2021

Athco, LLC

Authorized Signature  Title Sales Consultant
DocuSigned by: A3C2E2F8917348B...
 Printed Name Matt Cline Date July 2, 2021

Attest: SEKESC Clerk of the Board:  Date: July 1, 2021
DocuSigned by: 4A9053886DB9451...

If you as the Vendor do not want to extend this contract, please sign below.

Discontinue: We desire to discontinue the contract, effective June 30, 2021.

Authorized Signature _____ Title _____
 Printed Name _____ Date _____

Attest: SEKESC Clerk of the Board: _____ Date: _____



Southeast Kansas Education Service Center • PO Box 189 • 947 W. 47 Highway • Girard, Kansas 66743 • P: 620-724-6281 • F: 620-724-6284 • www.greenbush.org

ACCEPTANCE OF PROPOSAL AND CONTRACT AWARD

20.6 ESC-PLAYGROUND-REC2021

PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. Part II is completed by Greenbush-The Southeast Kansas Education Service Center only upon occasion of the bid award.

PART I: Bidder

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we are familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with the RFP and any written exceptions to the proposal. Signature also certifies understanding and compliance with all requirements of Greenbush-The Kansas Education Service Center (SEKESC) Terms and Conditions and the special Terms and Conditions. The undersigned understands that their competence, ability, capacity, and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Bidder Partner as well as other factors of interest to the SEKESC as stated in the evaluation section, will be a consideration in making the award

Business Name ATHCO LLC Date 6/15/20

Full Address 13500 W. 108th St., Lenexa, KS 66215

Authorized Representative Name: Matt Cline Title Kansas Sales Consultant

Authorized Signature: Matt Cline

PART II: Greenbush – The Southeast Kansas Education Service Center

Acceptance of Proposal and Contract Award to be Completed Only by the SEKESC

Your proposal for the above identified proposal is hereby accepted. As a contractor, you are now bound to sell the materials and services listed by the attached proposal based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor received an executed purchase order from the SEKESC or its Eligible Entities. The parties intend this contract to constitute the final and complete agreement between the Agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on July 1, 2020 and continue until June 30, 2021, unless terminated, canceled, or extended. By mutual agreement as warranted, the contract may be extended month-by-month not to exceed twelve (12) months or for three (3) additional 12 month periods.

Agency Executive (name printed): Wesley Smith

Agency Executive (signature): Wesley Smith Date: Jun 30, 2020

Attest: Clerk of the Board: John Stator Date: Jun 30, 2020

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being 20.6 ESC-PLAYGROUNDREC2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

VENDOR	CATEGORY	MANUF	DISCOUNT	PRICE
ABCreative	Artificial Turf	ForeverLawn	10%	
ABCreative	Artificial Turf/Install	ForeverLawn		\$2.47 SF
ABCreative	Rope Structure	Berliner	8%	
ABCreative	Nucleus/Voltage/Elevate/Active Fitness	BCI Burke	10%	
ABCreative	Free Standing Play	BCI Burke	8%	
ABCreative	Wood Shelters	Cedar Forest Products	5%	
ABCreative	Playground Borders & Access Ramps	ChildForms	10%	
ABCreative	Steel Post Shade Canopies	Custom Canopies	10%	
ABCreative	Poured-in-Place Rubber Safety Surface	DuraPlay	5%	
ABCreative	Engineered Wood Fiber	Various	10%	
ABCreative	Free-Form Modules	FreePlay	8%	
ABCreative	Sports Equipment	Gared	10%	
ABCreative	Steel Shelters	ICON Shelter Systems	5%	
ABCreative	Outdoor Sculptural Concrete Products	ID Sculptures	5%	
ABCreative	Rubber Mulch	IMC	25%	
ABCreative	Playground Amenities: Benches and Bleachers	Kay Park Recreation	5%	
ABCreative	Playground Amenities: Benches, Tables, Trash Receptacles	MyTCoat	10%	
ABCreative	Playground Musical Instruments	Percussion Play	10%	
ABCreative	Playground Equipment	SportsPlay	10%	
ABCreative	Shade and Shelters	Superior Recreational Products	10%	
ABCreative	Playground Amenities: Benches, Tables, Trash Receptacles	Thomas Steele	5%	
Athco	Locker Rooms (Plus entire catalog - value add)	WB Manufacturing	62.5%	
Athco	Track & Field Equipment	Gill Track & Field	5.0%	
Athco	Facilities, Basketball, Volleyball, Soccer	Porter Custom	5.0%	
Athco	Facilities, Basketball, Volleyball, Soccer	Porter Stock	5.0%	
Athco	LED Scoreboards, Displays, Video Boards, Score Tables, and Accessories	Fair-Play	5.0%	
Athco	Team Sports and Park & Rec Equipment	Bison	5%	
Athco	Stock, Custom, and Graphic Wall & Column Pads, Custom Static and Ceiling Netting for Indoor Athletic Facilities	QC Networks	5%	
Athco	Park and Picnic Shelters	Coverworx Recreational Architecture	5%	
Athco	Playground Surfacing	SYNLawn	5%	
Athco	Site Furnishings and Patio Furniture	Premier Polysteel	5%	
Athco	Playground Equipment	Landscape Structures	5%	
Athco	Stock and Custom Size Commerical Shade	SkyWays by Landscape Structures	5%	
Athco	Water Parks Stock and Custom Equipment and Features	AquaTrx by Landscape Structures	5%	
ForeverLawn Kansas City	Playground Grass	ForeverLawn Kansas City	10%	
Fry & Associates	Fitness/Locker Room	Playworld Systems	8%	
Fry & Associates	Fitness/Locker Room	ExoFit	5%	
Fry & Associates	Site Amenities	MyTCoat	10%	
Fry & Associates	Site Amenities	DuMor	5%	
Fry & Associates	Site Amenities	Halsey Taylor Drinking Fountains	15%	
Fry & Associates	Site Amenities	Playworld Systems	10%	
Fry & Associates	Site Amenities	Wabash Valley	8%	
Fry & Associates	Site Amenities	Pilot Rock	8%	
Fry & Associates	Playground Equipment	Playworld Systems	10%	
Fry & Associates	Playground Equipment	Action Play Systems	10%	
Fry & Associates	Playground Equipment	Dynamo	5%	
Fry & Associates	Playground Equipment	PlayTime	10%	
Fry & Associates	Playground Equipment	Rubber Designs	8%	
Fry & Associates	Playground Equipment	PrimoTurf	10%	
Fry & Associates	Playground Equipment	Zeager WoodCarpet	15%	
Fry & Associates	Shade and Shelters	Playworld PlayShade	8%	
Fry & Associates	Shade and Shelters	Classic Recreation	5%	
Fry & Associates	Water Parks	Splash Pad	5%	
J. Oliver Construction LLC	Playground Equipment Catalog	Henderson Recreation	5%	
J. Oliver Construction LLC	Playground Furnishing Catalog	Vista Furnishings	5%	
Park Planet dba of Park Associates, Inc	Playground Equipment	UltraPlay	10%	
Park Planet dba of Park Associates, Inc	Playground Furnishing Catalog	UltraSite	10%	
Park Planet dba of Park Associates, Inc	Playground Equipment Catalog	PlayCraft Systems, Inc	10%	
Park Planet dba of Park Associates, Inc	Playground Furnishings	PlayCraft Systems, Inc	7%	
Park Planet dba of Park Associates, Inc	IDS Sculpture-Catalog	PlayCraft Systems, Inc	5%	
Park Planet dba of Park Associates, Inc	Playground Surfacing	Eco-Turf Surfacing Products	10%	
Park Planet dba of Park Associates, Inc	Playground Catalog	UPC Parks	10%	
Park Planet dba of Park Associates, Inc	Fitness Equipment Catalog	Playcraft Action Fit	10%	
Park Planet dba of Park Associates, Inc	Shade and Shelters	Superior Recreational Products	10%	
Playscape Recreation	Athletic Equipment Catalog	First Team	10%	
Playscape Recreation	Site Furnishings	Frog Furnishings	10%	
Playscape Recreation	Playground Equipment	Big Toys	3%	
Playscape Recreation	Playground Instruments	Freenotes Harmony Park	8%	
Playscape Recreation	Playground Equipment	Play & Park Structures	25%	
Playscape Recreation	Shade and Shelters	Superior Recreational Products	0%	
Playscape Recreation	Water Park	WaterPlay	0%	
Taylormade Co dba Ecoturf Surfacing	Playground Surfacing	Ecoturf Surfacing	20%	

BILL SUMMARY

BILL NO: 2022-017

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 32, Sec. 230 of the City Code, Pertaining to Litter

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: _____

CITY ADMINISTRATOR: _____

Staff Recommendation: Approve.

Summary: The proposed bill will authorize revisions to Section 230 of Chapter 32 of the City Code.

Origin of Request: Property Maintenance Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/DAVE HELMICK

Background Information: The current litter code does not provide effective notification and abatement action for situations where the material that is deposited on streets, sidewalks, and right-of-way constitute a hazard to pedestrian and vehicular traffic. The revisions to this section will allow the City to notify owner, occupant or other interested party to remove the hazard. If no voluntary compliance is achieved, then these revisions direct the City to abate the hazardous conditions.

This topic was presented and was received favorably by the Public Works and Planning Committee during their meeting on June 9, 2022

Fiscal Information: No fiscal impact.

BILL NO. 2022-017

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 32, SECTION 230.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Chapter 32 Streets, Sidewalks and Right-Of-Way, of the Code of the City of Jefferson, Missouri, is amended as follows:

Sec. 32-230. Litter.

- A. Each person in the City shall keep the sidewalks, tree wells in sidewalks, gutters, public rest areas and public alleys in front of and adjacent to any building, tenement, room or real property owned, occupied, possessed or managed by him, or under his supervision and control, clean and clear of mud, filth, dirt, debris, trash, litter and other substances, and weeds and grass, and shall also keep any grass median area between the property line and the street in front of or adjacent to any such property mowed and free from filth, debris, trash, litter and weeds, and shall also keep the sidewalks in front of and adjacent to any such property free and clear of any accumulation of snow and ice, which presents a hazard to pedestrians. If any such building abuts directly upon a public street, that portion of such public street so abutting the building shall be kept clean and clear of filth, dirt, debris, trash, litter and other substances. Any City Officer or duly authorized employee shall serve notice on such person, and should the sidewalk controlled by him/her not be cleaned within twenty-four (24) hours of time after receipt of such notice, such person shall be subject to the penalty provisions of this subsection. If the City is unable to locate or notify any responsible person pursuant to this subsection, or if upon notification such person is unable or unwilling to abate the hazardous or unsafe conditions, or if such person agrees to abate the conditions but fails to do so, the City may proceed to abate such conditions. Cost of abatement will be assessed as detailed in Sec. 21-12 of City code. Violation of this subsection is a misdemeanor, and any person convicted thereof shall be fined not less than \$50.00, or more than \$250.00, or shall be sentenced to a term of confinement of not less than one and not more than 90 days in jail, or shall be both so fined and sentenced. Each day that the condition exists in violation of this subsection constitutes a separate offense.
- B. Each person in the City shall further keep any yards, grounds, driveways and any other private, nonpublic real property owned, occupied, possessed or managed by him, or under his supervision and control, clean and clear of filth, debris, trash, litter, weeds and other substances. Violation of this subsection is a misdemeanor, and any person convicted thereof shall be subject to the same penalties as are prescribed for a violation of the provisions of subsection A.
- C. Each person shall keep any parking lot in the City which is owned or managed by him, or which is under his supervision and control, clean and clear of filth, debris, trash, litter and other substances. Violation of this subsection is an offence and any person convicted thereof shall be subject to the same penalties as are prescribed for a violation of the provisions of subsection A.
- D. It is unlawful for any person, purposely or otherwise, to throw, place or deposit, or to cause to be thrown, placed or deposited, upon any public street, alley, sidewalk, tree well in sidewalks, gutter, rest area or public

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

property of any other kind or description, or upon private property of any kind or character, or in any stream bank, stream, or body of water, any garbage, filth, debris, trash, rubbish, litter of any other kind, nature or description, offal, animal carcass or parts thereof, unclean water, or other substances, materials or objects declared to be a nuisance, other than in proper containers or receptacles designed and authorized for such purpose. Violation of this subsection is an offence, and any person convicted thereof shall be fined not less than \$50.00, or more than \$500.00, or shall be sentenced to a term of confinement of not less than one and not more than 90 days in jail, or shall be both so fined and sentenced. Notwithstanding the foregoing, if any person is convicted of a violation of this subsection, and if the court finds that the violation occurred while the person was the driver or occupant of an automobile, truck or motor vehicle of any other description, whether said vehicle was then moving or at rest, then the minimum fine for the violation shall be \$25.00, and the minimum sentence of confinement shall be one day, and the maximum fine and sentence shall be as set forth in this subsection.

- E. No person shall deposit any trash, rubbish or solid waste from any household in any container or receptacle maintained on a sidewalk or at any other location for disposal of litter by pedestrians or the general public. Violation of this subsection is an offence.
- F. No person who owns or manages, or who is employed by, a commercial establishment or institution, shall deposit trash, rubbish or solid waste from that establishment or institution in any container or receptacle maintained on a sidewalk or at any other location for disposal of litter by pedestrians or the general public. Violation of this subsection is an offence.
- G. Any police officer, property inspector, or any employee of the City authorized by the City Administrator ~~who has the authority to issue tickets~~, shall have authority to enforce the provisions of this section, including the issuance of tickets, citations and summons to appear in court.

(Ord. No. 16023 , § 1, 4-6-2020)

Cross reference(s)—Materials escaping on roadway, § 19-314; vehicle load restrictions, § 19-315; solid waste, ch. 30; prohibited practices, § 30-19.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

- Eight (8) design professionals (architects and engineers)
- Five (5) contractors
- Two (2) members related to construction (material suppliers, fire inspector)
- One (1) owner/developers

The Committee members are:

Chris Yarnell – Chair
Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

Building, Existing Building, Property Maintenance, and Fire Codes:

Wes Doerhoff – Chair
Nick Borgmeyer
Holly Stitt

Brian Connell
Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
Emad Faddoul

Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-018

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, SECTION 8-2 AND SECTION 8-3 BY REPLACING THE ADOPTION OF THE NATIONAL ELECTRICAL CODE 2014 AND AMENDMENTS TO THE NATIONAL ELECTRICAL CODE 2014 BY THE ADOPTION OF NFPA 70, NATIONAL ELECTRICAL CODE, 2017 EDITION.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The Code of the City of Jefferson, Chapter 8 (Buildings and Building Regulations), Section 8-2 (Adoption of National Electrical Code 2014), is hereby deleted and the following is added in lieu thereof:

Sec. 8-2. Adoption of NFPA 70, National Electrical Code, 2017 Edition

“NFPA 70, National Electrical Code, 2017 Edition”, published by the National Fire Protection Association, including Informative Annex H “Administration and Enforcement,” is hereby adopted and incorporated herein by reference, as the Electrical Code of the City of Jefferson., with the additions, insertions, deletions and changes contained within this Chapter.

(Ord. No. 10671, § 18, 6-16-86; Ord. No. 11245, § 1, 6-19-89; Ord. No. 11579, § 18, 5-20-91; Ord. No. 12751, § 2, 5-18-98; Ord. 13579, § 1, 7-21-2003; Ord. 14107, § 1, 10-16-2006; Ord. 14485, § 1, 3-2-2009; Ord. No. 15702, § 1 8-21-2017)

Cross reference— Ordinances not affected by Code generally, § 1-3.

Section 2. The Code of the City of Jefferson, Chapter 8 (Buildings and Building Regulations), Section 8-3 (Amendments to National Electrical Code 2014), is hereby deleted and the following is added in lieu thereof:

Sec. 8-3. Amendments to NFPA 70, National Electrical Code, 2017 Edition

The following additions, insertions, deletions and changes are made to the National Fire Protection Association (NFPA) 70, National Electrical Code, 2017 Edition, including Informative Annex H “Administration and Enforcement,” otherwise referred to herein as the Electrical Code of the City of Jefferson:

Delete Section 210.12, ARC Fault Circuit Interrupter Protection; in its entirety.

Delete Sections 80.15 thru 80.35 and insert in its place the following:

80.15. Board of Electrical Examiners and Review: Division 1 of Article XII, Chapter 7, establishes a board of electrical examiners and review with attendant duties and powers. Whenever reference is made to the "Board" in Section 8-3 of Chapter 8 of the Code of the City of Jefferson, Missouri, reference is to the Board of Electrical Examiners and Review.

80.16. Duties of the Board: The Board shall act on grievances by an applicant for an electrical permit, the

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

holder of an electrical permit, or the owner and/or agent of a building or structure wherein electrical work is to be installed. Such referral shall be an appeal from the decision of the Electrical Inspector, or his or her authorized agent or representative, refusing to grant a modification of provisions of the Electrical Code governing the installation or materials to be used by the installation. Application for appeal will be received by the Director of Planning and Protective Services of the City of Jefferson, or his or her authorized representative, when it is alleged that:

1.The true intent of the Electrical Code or the rules adopted thereunder has been incorrectly interpreted.

2.The provisions of the Electrical Code do not fully apply.

At such time as the Board meets to act on such an appeal, if one of the members of said Board has a financial or material interest in the appeal, that member shall not have a vote. A simple majority of those members voting shall constitute a qualified decision. In the event the voting members of the Board are evenly divided, the decision of the Electrical Inspector shall be affirmed.

The Board may review the Electrical Code and shall transmit to the City Council any and all recommendations and/or changes that are necessary to update the Electrical Code.

80.17. Meetings of the Board: The Board shall meet at such intervals as may be necessary for the proper performance of its duties, and upon call of the Board Chair, but in any case not less than twice a year. Minutes of all meetings will be kept on file and submitted to the City Council.

80.18. Electrical Inspector: The administration and enforcement of the Electrical Code shall be the responsibility of the Director of Planning and Protective Services or his or her designated representative, the Electrical Inspector, who is hereby authorized to take such action as may be necessary to enforce this section.

80.19. Qualifications of Electrical Inspector: The Electrical Inspector shall be of good moral character and be physically able to carry out all of the provisions of the Electrical Code. The Electrical Inspector shall have 4,000 or more hours experience as a journeyman in the trade. The Electrical Inspector shall be a certified journeyman electrician, but shall not be actively engaged in the electrical business or associated with any person, firm or corporation engaged in the electrical business. The Electrical Inspector shall obtain a master electrician license and all applicable International Code Council electrical certificates within two (2) years of being appointed by the City Administrator.

80.20. Appointment of the Electrical Inspector. The Electrical Inspector shall be appointed by the City Administrator.

80.21. Duties of the Electrical Inspector. It shall be the duty of the Electrical Inspector to enforce the provisions of the Electrical Code and to make all inspections that are required thereunder, and to issue all permits, collect all fees and keep all records required under this section. The Electrical Inspector shall also have the duty to perform all tasks and services delegated to him by other City Code sections, the Mayor, or other supervisory personnel.

80.22. The Electrical Inspector shall issue permits for the performance of electrical work. Applications for such permits, describing the work to be done, shall be made by the person firm or corporation to perform the work on such forms as may be prescribed or approved by the Electrical Inspector. Permits must be taken out before any work is stated. If additional permits are required, they must be applied for before final inspection is made.

80.22.1. Inspections. The Electrical Inspector shall have the right, during all reasonable hours in which work is being performed under a permit, to enter any building in the discharge of his or her duties or for the purpose of making an inspection or test new installations of electrical wiring, devices or materials contained therein.

80.22.2. Disconnection. The Electrical Inspector shall have the authority to cause all electrical current to be turned off and may cut or disconnect, in case emergency, any wires where such electrical current is dangerous to life or property or where said wires may interfere with the work of the fire department.

80.22.3. Certificates of Inspection and Approval. Upon the completion of the installation of the wiring and/ or electrical equipment for which a permit is required, it shall be the duty of the person, firm or corporation

installing the same to notify the Electrical Inspector who shall inspect the installation within twenty-four (24) hours of the time such notice is given (exclusive of Saturdays, Sundays and holidays), and if it is found to be fully in compliance with this code and if it does not constitute a hazard to life and property, then upon payment of the proper fees as hereafter designated, the Electrical Inspector shall issue to such person, or firm or corporation for delivery to the owner of the premises a Certificate of Inspection and Approval that authorizes connection to the electrical service and turning on the current. When any part of a wiring installation is to be hidden from view by the permanent placement of parts of the building, the person, firm or corporation installing the wire shall notify the Electrical Inspector and such part of the wiring installation shall not be concealed until it has been inspected and approved by the Electrical Inspector or until twenty four (24) hours (exclusive of Saturdays, Sundays and holidays) shall have elapsed from time of such notification, providing that on large installations where the concealment of parts of the installation proceeds continuously, the person, firm or corporation installing the wiring shall give the electrical Inspector due notice and inspection shall be made during the progress of the work.

80.22.4. Commercial Buildings Change of Occupancy, Procedure. The Electrical Inspector shall make a thorough inspection or re-inspection of the installation of any commercial building where a change of occupancy takes place, of all electrical wiring, devices, and/ or materials and issue a Certificate of Inspection and Approval to the new occupant(s) authorizing connection to the electrical service and turning on of the current. When the installation of any such wiring, devices, and or materials is found to be unsafe or dangerous condition, the person, firm or corporation using or operating the same shall be notified and shall make necessary repairs or changes required to place such wiring, devices, and or materials in a safe condition and they shall have such work completed within fifteen (15) days or any longer period that may be prescribed in the notice of the Electrical Inspector. The Inspector is hereby empowered to disconnect or order the discontinuance of electrical service to such wiring, devices, and/ or materials until the installation of such wiring, devices and/ or materials has been made safe as directed by the Electrical Inspector.

80.22.5. Records. The Electrical Inspector shall keep complete records of all permits issued and inspections made and other official work performed under the terms of this section. Notices of violations shall:

a. Be put in writing;

b. Include a statement of the reasons why it is being issued.

c. Allow a reasonable (specified) period of time for the performance of any act it requires.

d. Be served upon the owner, or the owner's agent, or the occupant, as the case may require; provided that such notice shall be deemed to be properly served upon such owner or agent or upon such occupant if a copy thereof is served personally; or if a copy thereof is sent by registered mail to the last known address; or if a copy thereof is posted in a conspicuous place in or about the structure affected by the notice.

e. Such notice may contain an outline of remedial action provisions of this code along with rules and regulations adopted pursuant thereto.

80.22.6 Fees. The Electrical Inspector shall collect such fees for licenses, permits, certificates and inspection as may be prescribed by this Chapter.

80.23. Licenses. No person, firm or corporation shall engage in the business of electrical work in the City of Jefferson unless licensed as an electrical contractor. The business of electrical work shall mean the supplying of labor and materials for the installation, alteration or repair of electrical systems.

80.23.1. Exemptions: No license or permit is required for the performance of the following dwelling unit electrical work:

a. Receptacle replacement (110 volt only).

b. Single pole switch replacement

c. Garbage disposals (plug in only)

d. Light fixtures (110 volt only)

e. Ceiling fan replacement

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

- f. Furnace motor replacement
- g. Water heating element (electrical) replacement
- h. Smoke detector replacement
- i. Stove element replacement

80.24. The Board shall be empowered to approve applicants for the following licenses.

- a. Electrical Contractor
- b. Master Electrician
- c. Journeyman Electrician
- d. Maintenance Electrician

80.25. A license shall be issued to approve applicants who meet the following requirements and pay the prescribed fee. All examinations require a minimum passing score of 75%.

80.25.1. Electrical Contractor

- a. Submit application to the Electrical Inspector stating name, email, address, telephone number and business name.
- b. Applicant must be a licensed Jefferson City master electrician.
- c. The contractor shall provide a certificate of insurance coverage with their application as indicated below starting with the 2020 license renewal. The insurance shall be in effect while the contractor is licensed. It is further made a violation of this code to provide fraudulent information to the department.

1. Workers' compensation coverage or an affidavit signed by the applicant attesting that the contractor is exempt.

2. Minimum limits of Commercial General Liability insurance shall be \$500,000 per occurrence for bodily injury, personal injury and property damage, with an annual aggregate of \$500,000.

80.25.2. Master Electrician (type A)

- a. Submit application to the Electrical Inspector stating name, email, address and telephone number
- b. Provide documentation of 4,000 hours of active employment as a journeyman electrician or be registered with the State of Missouri as a professional engineer or architect and be actively engaged in the business of electrical contracting. All documentation of hours must be under the letter head of the electrical contractor(s) that the applicant worked for as a journeyman electrician.
- c. Provide record of 8,000 hours as an apprentice electrician. All documentation must be submitted under the letter head of the electrical contractor(s) under which the applicant worked as an apprentice electrician.
- d. Successfully complete examination required by the Board of Electrical Examiners. An applicant must provide proof that they meet the above requirements prior to taking the examination.

80.25.3. Journeyman Electrician (type B)

- a. Submit application to the Electrical Inspector stating name, email, address and telephone number.
- b. Provide documentation of 8,000 hours of employment as an apprentice electrician. All documentation must be under letter head of the electrical contractor(s) that the applicant worked for as an apprentice electrician. Successful completion of an electrical course at a trade school may be considered for credit towards the 8,000 hour requirement.
- c. Successfully complete examination required by the Board of Electrical Examiners. An applicant must provide documentation that they met the above requirements prior to taking the examination.

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

80.25.4. Apprentice Electrician. Submit application stating name, email, address and phone number, and name of contractor where they are currently employed.

80.25.5. Maintenance Electrician: (type D)

a. Submit application stating, name, email, address and phone number.

b. Successfully complete examination required by the Board of Electrical Examiners.

80.26. Scope of Work Authorized:

80.26.1. Electrical Contractor shall be authorized to engage in the business of supplying material and labor for the installation, alteration or repair of electrical systems.

80.26.2 Master Electrician shall be authorized to do all types of electrical work as an electrical contractor or while employed by an electrical contractor licensed by the City of Jefferson. A Master Electrician who also holds one or more additional trade licenses with the City of Jefferson may supervise no more than two (2) apprentices in any one (1) trade at any one (1) permitted job site.

80.26.3 Journeyman Electrician shall be authorized to do all types of electrical work while employed by an electrical contractor licensed by the City of Jefferson. A Journeyman Electrician who also holds one or more additional trade licenses with the City of Jefferson may supervise no more than two (2) apprentices in any one (1) trade at any one (1) permitted job site.

80.26.4 Apprentice Electrician shall be authorized to do electrical work while employed by an electrical contractor and under the direct supervision of a licensed journeyman. The ratio of apprentice to journeyman shall be two (2) apprentices to one (1) journeyman. Apprentices may only obtain one (1) trade license per calendar year.

80.26.5 Maintenance Electrician shall be qualified to maintain industrial electrical installations. Any maintenance shall be confined to the repair and relocation of existing branch circuits, fixture, apparatus or equipment connected to hereto, and shall be confined to premises or building owned, occupied or otherwise controlled by the industrial firm. The maintenance electrician shall not be authorized to install, alter, or replace service equipment or feeder to any service equipment.

80.27. Fees for License

80.27.1 Electrical Contractor: A fee as stated in Appendix Y per calendar year, (January 1 thru December 31). The fee shall not be pro-rated.

80.27.2 Master Electrician: A fee as stated in Appendix Y. The license is renewable every three years (starting in July of 2021 and then triennially afterwards) for the fee stated in Appendix Y.

80.27.3 Journeyman Electrician: A fee as stated in Appendix Y. The license is renewable every three years (starting in July of 2021 and then triennially afterwards) for the fee stated in Appendix Y.

80.27.4 Apprentice Electrician: A fee as stated in Appendix Y per calendar year (January 1 thru December 31). The fee shall not be pro-rated.

80.27.5 Maintenance Electrician: A fee as stated in Appendix Y. The license is renewable every three years (starting in July of 2021 and then triennially afterwards) for the fee stated in Appendix Y.

80.28 Electrical Sign Work: All electrical work related to the installation of signs shall be performed by a licensed electrician with the exception of electrical wiring that is an integral part of the construction of the sign.

80.29 Licenses, Suspension or Revocation. The Board may suspend or revoke the license of any apprentice, journeyman, maintenance, or contractor electrician when charges are made against them by the Electrical Inspector, and the Board finds that the person charged is incompetent or had willfully violated the provisions of this code. Before any action is taken by the Board, the person charged shall be given at least ten (10) days' notice of the time and place of a formal hearing on said charges and the person charged shall be apprised of the nature of the charges. The person charged shall be given the opportunity to appear, in person or with an attorney of his or her choice, in order that they be heard, and they shall have the burden of showing cause why the license should not be suspended or revoked. The Board shall render its decision within a reasonable

time after the hearing. The decision shall be final. No appeal shall be allowed therefrom. The decision of the Board may permit the person charged to continue their trade and dismiss the charge; or the Board may suspend the license of the person charged for such period as the Board deems proper under all of the facts and circumstances; or the Board may permanently revoke the license of the person charged. A person whose license has been revoked by the Board shall not be permitted to re-apply for a license for a period of one (1) year, and must successfully pass any required examination for the license.

80.30. Non-Assignment of License: No person who has obtained an electrician's license shall allow his or her name to be used by another person either for the purpose of obtaining permits, or for doing business or work under the license.

80.31. Permits

80.31.1. A permit shall be required in each of the following cases:

1.For all electrical wiring in structures not previously wired;

2.For all rewiring where additional circuits from the panel are required and/or the service entrance panel is being replaced (this shall not include the replacement of individual outlets or switches);

3.For all extensions of or additions to existing wiring for supplying power loads such as furnaces, air conditioners and laundry appliances;

4.For connecting hot air, hot water, steam or electrical heating plants whether new or old installations; and,

5.For installation and additions to sound, audio/visual and/or communication equipment.

80.31.2. No permit shall be issued until an application is filed in writing with the Electrical Inspector and fees have been paid. Information supplied in the application shall include the following.

1.Location of work to be done;

2.Name and address of property owner;

3.Name and address of person or firm in charge of the work;

4.A brief description of the work to be done;

5.Capacity (amperes) of the entrance panel to be installed (if any);

6.Number of circuits to be installed;

7.KW rating of all appliances and furnaces and the square footage of the residence;

8.New one and two family residential units must have a complete load calculations with services sized to allow for 10 % spare capacity;

9.All new commercial and multifamily units must have complete electrical plans including service riser with load calculations and circuitry designations. Where required by State law, plans must be sealed by a licensed design professional registered in the State of Missouri.

80.32. Homeowner Permits: A permit may be issued to a qualified person (qualification shall be determined by a test of basic knowledge of electrical principles) to do work in a single family dwelling used exclusively for their living purposes, including the usual accessory buildings and quarters in connection with such buildings, provided that the person is a bona fide owner of such dwelling and shall occupy said dwelling for one (1) calendar year after date of approved final inspection of work covered by the permit. Owner shall personally purchase all materials and perform all labor in connection therewith, and that the applicant shall file an affidavit certifying that these conditions are correct before the issuance of the permit. Work performed under any permit shall be subject to all applicable regulatory provisions of this code.

80.33. Permit Fee Schedule: The fees for building construction permits shall be set in Chapter 8, Appendix Y of the City Code.

80.34. Penalty Clause.

Fee for penalty for failure to obtain a building permit.

Where work for which a permit is required by this Code is started prior to obtaining said permit, the fees specified in Appendix Y of the Code of the City of Jefferson shall be doubled. Should any person, firm or corporation commit a second offense by starting work without permit after so doing on a previous occasion, he shall pay three times the customary fee in order to obtain the necessary permit. Any offense shall subject the offender to prosecution under section 80.34.1. In the event any person firm or corporation fails to obtain the necessary permit(s) within 5 days after being notified in writing to do so by the building official, he shall pay in addition to the usual fee or increased penalty as provided above the sum of \$25.00 for each day in excess of the aforesaid 5 days that transpire prior to his or her obtaining the necessary permit. The payment of any or several of the above stated penalty fees shall not relieve any person, firm or corporation from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein, or in the City Code.

80.34.1 Violation Penalties

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

80.35. Standards of Work. No Certificate of Inspection and Approval shall be issued unless the electric light, power and heating installations are in strict conformity with the provisions of this code and unless they are in conformity with the approved methods of construction for safety to life and property and unless the proper fees are paid as herein designated. The regulations as laid down in the Electrical Code shall apply to installations made under the provisions of this code.

80.36. Disapproval of Work, Procedure. When the Electrical Inspector shall reject all or part of any electrical installation, the owner thereof may, within five (5) days after receipt of written notice thereof from the Electrical Inspector, file a petition in writing for a review of said action with the Board upon receipt of which and after giving notice to all of the interested parties, the Board shall proceed to determine at a hearing at which all interested parties may be present in person and with an attorney, if the said electrical installation does comply with the provisions of this code. The Board shall render its decision in writing within three (3) days. Said decision shall be final and un-appealable. When the action or decision of the Electrical Inspector is being reviewed and in the event the members of the Board are evenly divided on the issue before them, the decision of the Inspector shall be deemed affirmed. If, upon final inspection, the installation is not found to be fully in compliance with this code, the Electrical Inspector shall at once forward to the person, firm or corporation installing the wiring a written notice stating the defects which have been found to exist. Upon bringing the installation into compliance, the grantee of the permit shall notify the Electrical Inspector.

80.37. Disclaimer Clause: This code shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or installing any electrical wiring and electrical systems for damage caused by any defect therein. Nor shall the City of Jefferson, or any of its inspectors, agents, or employees, including its Electrical Inspector, be held as assuming any such liability by reason of the inspection authorized herein or certificate of approval issued as herein provided.

80.38. Validity: The City Council hereby declares that, should any section, paragraph, sentence, or word of this section or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this section independent of the elimination here from of any such portion as may be declared invalid.

(Ord. No. 11245, § 2, 6-19-89; Ord. No. 11579, §§ 1-15, 5-20-91; Ord. No. 12751, § 3, 5-18-98; Ord. No. 13007, § 1, 12-20-99; Ord. 13579, § 2, 7-21-2003; Ord. 14107, § 1, 10-16-2006; Ord. 14485, § 2, 3-2-2009; Ord. No. 15486, § 1, 2-1-2016; Ord. No. 11905, § 9, 5-17-93; Ord. 14485, § 2, 3-2-2009; Ord. No. 12810, § 1, 9-8-98; Ord. 14485, § 2, 3-2-2009; Ord. No. 15128, § 1, 6-17-2013; Ord. No. 15703, § 2, 8-21-2017; Ord. No. 15916, § 1, 5-20-2019)

Section 3. This Ordinance shall be in full force and effect from 60 (sixty) calendar days

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after the date of its passage and approval.

Passed: _____

Approved: _____


Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

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BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

- Eight (8) design professionals (architects and engineers)
- Five (5) contractors
- Two (2) members related to construction (material suppliers, fire inspector)
- One (1) owner/developers

The Committee members are:

Chris Yarnell – Chair
Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

Building, Existing Building, Property Maintenance, and Fire Codes:

Wes Doerhoff – Chair
Nick Borgmeyer
Holly Stitt

Brian Connell
Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
Emad Faddoul

Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-019

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, SECTION 8-4 AND SECTION 8-5 BY REPLACING THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE 2015 AND AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE 2015 BY ADOPTION OF THE 2018 INTERNATIONAL PLUMBING CODE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-4 (Adoption of the 2015 International Plumbing Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-4. Adoption of the 2018 International Plumbing Code

The 2018 International Plumbing Code published by the International Code Council, Inc. is hereby adopted and incorporated herein by reference as the Plumbing Code of the City of Jefferson, with the additions, insertions, deletions and changes contained in this chapter.

(Ord. No. 9142, 7-17-78; Ord. No. 10398, 84, 4-1-85; Ord. No. 11202:1, 4-17-89; Ord. No. 12750, 5-18-98; Ord. 13578, § 1, 7-21-2003; Ord. 14106, § 1, 10-16-2006; Ord. 14484, § 1, 3-2-2009; Ord. No. 15704, § 1, 8-21-2017)

Section 2. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-5 (Amendments to the 2015 International Plumbing Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-5. Amendments to the 2018 International Plumbing Code

The following addition, insertions, deletion and changes in the 2018 International Plumbing Code and contained in this chapter shall be as set out below:

Section 101.1: Insert the words "City of Jefferson" as the name of the jurisdiction.

Section 103: Department of Plumbing Inspection

Delete Section 103.1, 103.2, and 103.3 and insert in their place:

103.1 General: The department of plumbing inspection known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words "code official" appear in this code, it shall mean the Director of Planning and Protective Services or his or her designee, such designee to be also known as the "Plumbing Inspector."

103.1.1 Qualifications of Plumbing Inspector: The Plumbing Inspector shall be of good moral character and be physically able to carry out all the provisions of the Plumbing Code. The Plumbing Inspector shall have 4,000 or more hours experience as a licensed journeyman in the trade. The Plumbing Inspector shall be a City of Jefferson licensed journeyman plumber, but shall not be actively engaged in the plumbing business, nor associated with the operation of any person, firm or corporation engaged in the plumbing business in Jefferson City. The Plumbing Inspector shall obtain

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

a Master Plumber license and all applicable International Code Council plumbing certificates within two (2) years of being appointed by the City Administrator.

103.2 Appointment: The Plumbing Inspector shall be appointed by the City Administrator.

103.3 Deputies: The Director of Planning and Protective Services shall recommend to the City Administrator the employment of plumbing inspectors and other employees in sufficient numbers to assure enforcement of the Plumbing Code.

Section 106.1: Add the following:

106.1.3 Permit Application: Application for permits for plumbing work shall be made on forms provided by the City Administrator.

106.1.4 Permits: Plumbing permits shall only be issued to licensed plumbing contractors and approved qualified home owners.

106.1.5 Homeowner Permits: A permit may be issued to a qualified person (qualification shall be determined by a test of basic knowledge of plumbing principles) to do work in a single family dwelling used exclusively for their living purposes, including the usual accessory buildings and quarters in connection with such buildings, provided that the person is a bona fide owner of such dwelling and shall occupy said dwelling for one (1) calendar year after date of approved final inspection of work covered by the permit. Owner shall personally purchase all materials and perform all labor in connection therewith, and that the applicant shall file an affidavit certifying that these conditions are correct before the issuance of the permit. Work performed under any permit shall be subject to all applicable regulatory provisions of this Code.

Section 106.2: Add the following items to exempt work:

3.a) Water faucet repair/replacement

b) Toilet tank fixtures repair/replacement

c) Bathroom stool replacement

d) Bathroom/kitchen drains unclogging

Section 106.6.1: Replace this section with the following:

Where work for which a permit is required by this Code is started prior to obtaining said permit, the fees specified in Appendix Y of the Code of the City of Jefferson shall be doubled. Should any person, firm or corporation commit a second offense by starting work without permit after so doing on a previous occasion, he or she shall pay three times the customary fee in order to obtain the necessary permit. Any offense shall subject the offender to prosecution under section 108.4. In the event any person, firm or corporation fails to obtain the necessary permit(s) within 5 days after being notified in writing to do so by the Building Official, he or she shall pay in addition to the usual fee or increased penalty as provided above the sum of \$25.00 for each calendar day in excess of the aforesaid 5 days that transpire prior to his or her obtaining the necessary permit. The payment of any or several of the above stated penalty fees shall not relieve any person, firm or corporation from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein, or in the City Code.

Section 106.6.2: Insert the following:

The fees for building construction permits shall be set in Appendix Y of the City Code for the City of Jefferson.

Section 106.6.3 Fee refunds: Delete this section.

Section 107.2: Add item (4):

(4) Notice of inspection; it shall be the duty of the permit holder to contact the Department of Planning and Protective Services to arrange for each required inspection. The permit holder shall allow twenty-four (24) hours for the Plumbing Inspector or Code Enforcement personnel to conduct

required inspections during the City's normal working hours.

Section 108.4: Replace this section with the following:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 108.5: Replace the last seven words with the following:

"...shall be subject to the penalties specified in Section 108.4."

Section 109: Delete Sections 109.2 thru 109.7 and insert in their place the following:

109.2 Board of Plumbing Review and Examiners, Appointment and Term of Office:

Division 2 of Article XIII, Chapter 7, establishes a board of plumbing examiners and review with attendant duties and powers. Whenever reference is made to the "Board" in Section 8-4 of Chapter 8 of the Code of the City of Jefferson, Missouri, reference is to the board of plumbing review and examiners.

109.2.1 Duties of the Board: The Board shall act on grievances by an applicant for a plumbing permit, the holder of plumbing permit, or the owner and/or agent of a building or structure wherein plumbing work is to be installed. Such grievances shall be an appeal of the decision of the Plumbing Inspector or authorized agent or representative. A grievance is refusing to grant a modification of provision of the Plumbing Code governing the installations or materials to be used. Applications for appeal will be submitted to the Director of Planning and Protective Services or an authorized representative, when it is claimed that:

1.The true intent of the Plumbing Code or rules adopted thereunder has been incorrectly interpreted.

2.The provisions of the Plumbing Code do not fully apply.

At such time as the Board meets to act on such an appeal, if one of the members of said Board has a financial or material interest in the appeal, that member shall not vote. A simple majority of those voting shall constitute a qualified decision. In the event the voting members of the Board are evenly divided, the decision of the Plumbing Inspector shall be affirmed and the Board may review all examinations and the Plumbing Code and shall transmit to City Council any and all recommendations and/or changes necessary to update the Plumbing Code.

109.2.2 Meeting of the Board: The Board shall meet at such intervals as may be necessary for the proper performances, upon call of the Board Chair, but not less than twice a year. Minutes of meetings will be kept on file for Council review.

109.2.3 Licenses: No person, firm or corporation shall install, repair, alter, or extend any plumbing system within the City of Jefferson unless licensed as required in this code. Plumbing System includes the water supply and distribution pipes; plumbing fixtures and traps; soil, waste and vent pipes, and sanitary and storm sewer and building drains; in addition to their respective connections, devices and appurtenances within a structure or premises (five (5) feet outside of the building is limited to 6" maximum diameter pipe for sewers and building drains and 2" maximum diameter pipe for water service) and their extension to the purveyors or other water supply and the connection there to a point of disposal.

109.2.3.1 Application, Qualification and Fee for Licenses: Persons desiring a license shall complete and submit to the Plumbing Inspector an application for license. (Applications are obtained from the Department of Planning and Protective Services).

109.2.4 Plumbing Contractor License: Persons desiring a Plumbing Contractor License shall be or employ full time a licensed Master Plumber and maintain a five thousand dollar (\$5,000) surety bond. Said bond shall indemnify and keep harmless the City of Jefferson from all liability from any

accidents or damages arising from negligence or unskillfulness in doing or protecting work or any unfaithful or inadequate work done in pursuance of the Plumbing Business and that all street and right of way shall be restored to a condition acceptable to the City of Jefferson, Department of Public Works and shall maintain the acceptable condition for a period of one (1) year thereafter. This license is renewable annually for a fee as stated in Appendix Y and shall be renewed during January of the following calendar year. Persons licensed as a Plumbing Contractor shall immediately notify the Plumbing Inspector, in writing, of any changes of name, address, phone number, or location of their plumbing business.

109.2.4.1 Plumbing Contractor Insurance: The contractor shall provide a certificate of insurance coverage with their application as indicated below starting with 2020 license renewal. The insurance shall be in effect while the contractor is licensed. It is further made a violation of this code to provide fraudulent information to the department.

a. Workers' compensation coverage or an affidavit signed by the applicant attesting that the contractor is exempt.

b. Minimum limits of Commercial General Liability insurance shall be \$500,000 per occurrence for bodily injury, personal injury and property damage, with an annual aggregate of \$500,000.

109.2.5 Master Plumber Licenses: Persons desiring a license shall have been licensed as a journeyman with the City of Jefferson a minimum of two (2) years or provide proof of licensed journeyman and master experience acceptable to the Board, and score a minimum of 75% on the Thomson Pro-Metric Testing or Pearson VUE Master Plumber Examination or International Code Council International Plumbing Code and Fuel Gas Code. This license requires a fee as stated in Appendix Y and is renewable every three years (starting in July of 2022 and then triennially afterwards) for the fee stated in Appendix Y. A Master Plumber who also holds one (1) or more additional trade licenses with the City of Jefferson may supervise no more than two (2) apprentices in any one (1) trade at any one (1) permitted job site.

109.2.6 Journeyman Plumbing Licenses: Persons desiring a license shall have been licensed as an apprentice with the City of Jefferson a minimum of four (4) years and shall have worked under the direct supervision of a licensed journeyman or master plumber during these four (4) years or show proof of four (4) years plumbing experience acceptable to the Board and score a minimum of 75% on the Thomson Pro-Metric Testing or Pearson VUE Journeyman Plumbers Examination or International Code Council International Plumbing Code and Fuel Gas Code. This license requires a fee as stated in Appendix Y and is renewable every three years (starting in July of 2022 and then triennially afterwards) for the fee stated in Appendix Y. A Journeyman Plumber who also holds one (1) or more additional trade licenses with the City of Jefferson may supervise no more than two (2) apprentices in any one (1) trade at any one (1) permitted job site.

109.2.7 Apprentice Plumber License: Persons desiring a license to work as an apprentice plumber shall submit their name, address, phone number and social security number with the fee as stated in Appendix Y to the Plumbing Inspector. This license is renewable each calendar year. Holder of an apprentice plumber license may only work under the direct supervision of a licensed master or journeyman plumber. The ratio of apprentices to journeyman or master is two (2) to one (1). Apprentices may only obtain one (1) trade license per calendar year.

109.2.8 Licenses, Suspension or Revocation: The Board may suspend or revoke the license of any apprentice, journeyman, master or contractor plumber when charges are made against them by the Plumbing Inspector, and the Board finds the person charged is incompetent or had willfully violated the provisions of this Code. Prior to Board action, the person charged shall be given at least ten (10) days' notice of the time and place of a formal hearing on said charges and the person charged shall be apprised of the charges. The person charged shall be given the opportunity to appear in person or with an attorney and shall have the burden of showing cause why the license should not be suspended or revoked. The Board shall render its decision within a reasonable time after the hearing. The decision shall be final, no appeal shall be allowed. The Board may dismiss the charges, suspend the license for such period deemed proper or permanently revoke the charged person's license. A person

whose license has been revoked by the Board shall not be permitted to re-apply for a license for a period of one (1) year, and must successfully pass any required examination for the license.

109.2.9 Assignment of Contractor Licenses: No person licensed as a Plumbing Contractor shall allow this license to be used by others for the purpose of obtaining Plumbing Permits or knowingly allow non-licensed persons to do plumbing work.

109.3.0 Re-Examination: Persons who fail to pass the examination as prescribed may apply for re-examination after the expiration of one hundred twenty (120) days. Should applicant fail on re-examination, the applicant may not re-apply for a period of 120 days and shall be considered a new applicant.

Section 305.4: Add the following line to this section:

"The frost line in City of Jefferson, Missouri is 24 inches."

Section 305.4.1: Replace this section with the following:

305.4.1 Sewer depth: Building sewers that connect to private sewage disposal systems shall be installed not less than 24 inches below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 24 inches below finished grade.

Section 312.6 Gravity Sewer Test: Delete this section.

Section 312: Add these sections:

312.10.3 Testing of back flow prevention assemblies shall be conducted by City of Jefferson, Missouri licensed Journeyman or Master Plumber certified by the State of Missouri as a back flow prevention assembly tester.

312.10.4 Inspection and testing of back flow prevention assemblies: After the required test of a back flow prevention assembly at time of installation, the testing requirements shall become the responsibility of the water purveyor.

Section 603 Water Service: Add this section:

Section 603.1.1 Provide 14 gauge tracer wire or other approved utility location technology over water service lines from the structure to the water main connection (RSMo 319.033.1).

Tables 605.3 Water Service Pipe, 605.4 Water Distribution Pipe, and 605.5 Pipe Fitting: Replace these tables with the following tables:

Table 605.3
Water Service Pipe

<u>Material</u>	<u>Standard</u>
<u>Brass Pipe</u>	<u>ASTM B43</u>
<u>Copper or Copper Alloy Pipe</u>	<u>ASTM B 42; ASTM B 302</u>
<u>Copper or Copper Alloy Tubing</u> <u>(Type K or WK)</u>	<u>ASTM B 75; ASTM B 88; ASTM B 251;</u> <u>ASTM B 447</u>
<u>Cross-Linked Polyethylene (PEX)</u> <u>plastic tubing</u> <u>Plastic Pipe and Tubing</u>	<u>ASTM F 876; ASTM F 877; AWWA</u> <u>C904</u> <u>CSA B 137.5; SDR 9 4710 CTS</u>
<u>Ductile Iron Water Pipe</u>	<u>AWWA C 151; AWWA C 115</u>
<u>Polyethylene (PE) plastic pipe</u>	<u>ASTM D 2239, ASTM D 3035, AWWA</u> <u>C901; CSA B137.11</u>
<u>Polyethylene PE</u> <u>Plastic Tubing</u>	<u>ASTM D 2737; AWWA C901; CSA B</u> <u>137.1</u>
<u>Stainless steel pipe (Type 304/304L)</u>	<u>ASTM A 312, ASTM A 778</u>
<u>Stainless steel pipe (Type 316/316L)</u>	<u>ASTM A 312, ASTM A 778</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

Table 605.4
Water Distribution Pipe

<u>Material</u>	<u>Standard</u>
<u>Brass Pipe</u>	<u>ASTM B 43</u>
<u>Copper or Copper Alloy Pipe</u>	<u>ASTM B 42; ASTM B 302</u>
<u>Copper or Copper Alloy Tubing</u> <u>(Type K, WK, L, WL, M or WM)</u>	<u>ASTM B 75; ASTM B 88;</u> <u>ASTM B 251; ASTM B 447</u>
<u>Cross-Linked Polyethylene (PEX)</u> <u>Plastic Tubing</u>	<u>ASTM F 876, ASTM F 877 CSA B137.5</u>
<u>Cross-Linked</u> <u>Polyethylene/aluminum/high-density</u> <u>polyethylene (PEX-AL-HDPE) pipe</u>	<u>ASTM F 1281, ASTM F 2262, CSA</u> <u>B137.10</u>
<u>Cross-Linked</u> <u>Polyethylene/aluminum/high-density</u> <u>polyethylene (PEX-AL-HDPE)</u>	<u>ASTM F 1986</u>
<u>Ductile iron pipe</u>	<u>AWWA C151/A21.51, AWWA</u> <u>C115/A21.15</u>
<u>Polyethylene/aluminum/polyethylene</u> <u>(PE-AL-PE) composite pipe</u>	<u>ASTM F 1282</u>
<u>Polyethylene of raised temperature</u> <u>(PE-RT) plastic tubing</u>	<u>ASTM F 2769</u>
<u>Polypropylene (PP) plastic pipe or</u> <u>tubing</u>	<u>ASTM F 2389; CSA B137.11</u>
<u>Stainless steel pipe (Type 304/304L)</u>	<u>ASTM A 312; ASTM A 778</u>
<u>Stainless steel pipe (Type 316/316L)</u>	<u>ASTM A 312; ASTM A 778</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

Table 605.5**Pipe Fittings**

<u>Material</u>	<u>Standard</u>
<u>Cast Iron</u>	<u>ASME B 16.4</u>
<u>Copper or Copper Alloy</u>	<u>ASME B 16.15; ASME B 16.18; ASME B 16.22; ASME B 16.26; ASME B 16.51; ASSE 1061, ASTM F 1476, ASTM F 1548</u>
<u>Cross-linked polyethylene/aluminum/high-density polyethylene (PEX-AL-HDPE)</u>	<u>ASTM F 1986</u>
<u>Fittings for polyethylene (PEX) plastic tubing</u>	<u>ASSE 1061, ASTM F 877, ASTM F 1807, ASTM F 1960, ASTM F 2080, ASTM F 2098, ASTM F 2159, ASTM F 2434, ASTM F 2735, CSA B137.5</u>
<u>Fittings for polyethylene of raised temperature (PE-RT) plastic tubing</u>	<u>ASTM F 1807, ASTM F 2098, ASTM F 2159, ASTM F 2735, ASTM F 2769</u>
<u>Gray Iron and Ductile Iron</u>	<u>ASTM F 1476, ASTM F 1548, AWWA C110/A21.10; AWWA C153/A21.53</u>
<u>Insert for polyethylene/aluminum/polyethylene (PE-AL-PE) and cross-linked polyethylene/ aluminum/cross-linked polyethylene (PEX-AL-PEX)</u>	<u>ASTM F 1974, ASTM F 1281, ASTM F 1282, CSA B137.9, CSA B 137.10M</u>
<u>Metal (brass insert fittings for polyethylene/aluminum/polyethylene (PE-AL-PE) and cross-linked polyethylene/ aluminum/cross-linked polyethylene (PEX-AL-PEX)</u>	<u>ASTM F 1974</u>
<u>Polyethylene (PE) Plastic</u>	<u>ASTM D 2609, ASTM D 2683, ASTM D 3261, ASTM F 1055, CSA B 137.11</u>
<u>Polypropylene (PP) plastic pipe or tubing</u>	<u>ASTM F 2389, CSA B137.11</u>
<u>Stainless steel (Type 304/304L)</u>	<u>ASTM A 312, ASTM A 778, ASTM F 1476, ASTM F 1548</u>
<u>Stainless steel (Type 316/316L)</u>	<u>ASTM A 312, ASTM A 778, ASTM F 1476, ASTM F 1548</u>

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

<u>Steel</u>	<u>ASTM B 16.9; ASME B 16.11,ASME B 16.28, ASTM F 1476, ASTM F 1548</u>
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Section 608.14.2.2: Add this section:

608.14.2.2 Back flow preventers installation height shall be one (1) foot minimum and five (5) feet maximum.

Section 608.16.5: Replace this section with the following:

608.16.5 Connection to Lawn Irrigation System: The potable water supply to lawn irrigation system shall be protected against back flow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double check-valve assembly or a reduced-pressure principle back flow preventer. A valve shall not be installed downstream from an atmospheric-type vacuum breaker. Where chemicals are introduced into the system, the potable water shall be protected by a reduced pressure principle back flow preventer.

Section 608.17.1: Replace this section with the following:

608.17.1: An individual water supply shall be located constructed as currently required by the State of Missouri and U.S. Government (Federal) requirements to be safeguarded against contamination. State and Federal requirements shall govern if different than the following sections under this heading.

Section 701.4 Sewage Treatment: Add the following section:

701.4.1: Private Sewage Disposal System shall be as currently required by the State of Missouri Department of Health and Senior Services 19 CSR 20-3.060 Minimum Construction Standards for on-site sewage disposal system (RSMo 701.025 - 701.059).

Tables 702.1, 702.2, 702.3, material's column, delete the following:

"cellular core or composite wall".

Table 702.3 Building Sewer Pipe: Delete SDR 35.

Section 703: Add the following sections:

703.7: Minimum size for a building sewer or building drain is 4 inches and a minimum of schedule 40 (non-metallic).

703.8: Provide a 14 gauge tracer wire over the structure's building drain from its exterior cleanout to the public sewer connection (RSMo 319.033.1).

Section 708.1.3: Replace this section with the following:

708.1.3 Building Drain and Building Sewer Junction: There shall be an exterior two-way or double clean out at the junction of the building drain and the building sewer within five (5) feet of the structure unless a different distance is approved. The two-way fitting with a single riser shall be installed up to finish grade level for installations two feet (2') or less. Two wyes and eighth bends (double clean out with wyes arranged so the entire piping can be cleaned) with risers up to finish grade level shall be used for installations over two feet (2') deep. Plugs and caps shall be of approved type to serve each location.

Section 715.1: Replace this section with the following:

715.1 Sewage Backflow. Where plumbing fixtures are installed on a floor with a finished floor elevation below the elevation of the manhole cover of the next upstream manhole in the public sewer, all fixtures shall be protected by a backwater valve installed in the building drain.

Section 903.1: Insert 12" for the termination extension above the roof.

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

Section 904: Add the following section:

904.1.3 Main Vent Required: Minimum vent size required: Every drainage system receiving discharge of a water closet shall have a minimum of one - three inch (3") vent or the equivalent of three - two inch (2") vents connected to the drainage system and run as direct as possible through to the open air above the roof.

Section 918 Air Admittance Valves: Replace this entire section with the following:

918 Air Admittance Valves:

918.1 General: Air admittance valves shall not be installed unless prior approval is received from the code official.

Section 1003.3.1: Add the following section:

1003.3.1.1 Grease Interceptor Design: The inlet (effluent) shall be two inches (2") above the outlet (effluent). A center baffle shall run to within six inches (6") of the bottom inside and be sealed to the top and both sides. The outlet shall have a tee baffle with top open and the bottom extended to within six inches (6") of the bottom inside. The inlet shall have a ¼ (90°) bend sweep installed with the open end down and extended down one foot-four inches (1'-4"). There shall be a man hole or holes installed so the entire inside of the interceptor can be cleaned.

Section 1003.9: Add the following section:

1003.9.1 All outside interceptors when vented back to building must terminate through roof, separate from the sanitary system.

(Ord. No. 11202, § 2, 4-17-89; Ord. 12138, § 2, 8-15-94; Ord. 13578, § 2, 7-21-2003; Ord. 14106, § 1, 10-16-2006; Ord. 14484, § 2, 3-2-2009; Ord. 14973, § 1, 5-21-2012; Ord. No. 12810, § 2, 9-8-98; Ord. 14484, § 2, 3-2-2009; Ord. No. 12810, § 2, 9-8-98; Ord. 14484, § 2, 3-2-2009; Ord. No. 11905, § 8, 5-17-93; Ord. No. 15486, § 2, 2-1-2016; Ord. No. 15704, § 2, 8-21-2017; Ord. No. 15916, § 2, 5-20-2019)

Section 3. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

- Eight (8) design professionals (architects and engineers)
- Five (5) contractors
- Two (2) members related to construction (material suppliers, fire inspector)
- One (1) owner/developers

The Committee members are:

Chris Yarnell – Chair
Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

Building, Existing Building, Property Maintenance, and Fire Codes:

Wes Doerhoff – Chair
Nick Borgmeyer
Holly Stitt

Brian Connell
Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
Emad Faddoul

Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-020

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, ARTICLE I, SECTION 8-6, SECTION 8-7, SECTION 8-8, AND SECTION 8-9 BY REPLACING THE ADOPTION OF THE 2015 INTERNATIONAL MECHANICAL CODE AND 2015 INTERNATIONAL FUEL GAS CODE BY ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE AND 2018 INTERNATIONAL FUEL GAS CODE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-6 (Adoption of the 2015 International Mechanical Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-6 Adoption of the 2018 International Mechanical Code

The 2018 International Mechanical Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Mechanical Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

(Ord. No. 15705, § 1, 8-21-2017)

Section 2. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-7 (Amendments), is hereby deleted and the following is added in lieu thereof:

Sec. 8-7 Amendments to the 2018 International Mechanical Code.

The following additions, insertions, deletions and changes are made to the 2018 International Mechanical Code, otherwise referred to herein as the Mechanical Code of the City of Jefferson:

Section 101.1 Title.:

Insert the words "City of Jefferson" as the name of jurisdiction.

Section 103 DEPARTMENT OF MECHANICAL INSPECTION:

Delete Sections 103.1, 103.2 & 103.3 in their entirety and replace with the following:

Section 103.1 General. The department of mechanical inspection known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words Code Official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section 103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section 103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors in sufficient numbers to assure

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

enforcement of the Mechanical Code.

Section 106 PERMITS:

Section 106.2 Permits not required.: Add the following item:

9. Boilers that are inspected by a state or federal agency. The contractor shall provide inspection reports to the code official to be qualified for the permit exemption. Piping and other utility connections to and from the boiler are not exempt from permit.

Section 106.5.2 Fee schedule.: Delete in its entirety and replace with:

The fees for work shall be as indicated in Appendix Y of the City Code of the City of Jefferson.

Section 106.5.3 Fee refunds.: Delete in its entirety.

Section 108 VIOLATIONS:

Section 108.4 Violation penalties.: Delete in its entirety and replace with:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical work in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 108.5 Stop work orders.: In the last sentence, replace “shall be liable for a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.” with “shall be subject to the penalties specified in Section 108.4.”

Section 109 MEANS OF APPEAL. Delete this section in its entirety and replace with:

Section 109.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section 304.11 Guards. Delete the exception in its entirety.

Section 504.8.2 Duct installation. Delete the last sentence of the first paragraph.

Section 1101.10 Locking access port caps. Delete this section in its entirety.

(Ord. No. 15705, § 2, 8-21-2017)

Section 3. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-8 (Adoption of the 2015 International Fuel Gas Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-8. - Adoption of the 2018 International Fuel Gas Code.

The 2018 International Fuel Gas Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Fuel Gas Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

(Ord. No. 15705, § 1, 8-21-2017)

Section 4. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-9 (Amendments), is hereby deleted and the following is added in lieu thereof:

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

Sec. 8-9 Amendments to the 2018 International Fuel Gas Code.

The following additions, insertions, deletions and changes are made to the 2018 International Fuel Gas Code, otherwise referred to herein as the Fuel Gas Code of the City of Jefferson:

Section 101.1 Title.

Insert the words "City of Jefferson" as name of jurisdiction.

Section 103 DEPARTMENT OF INSPECTION:

Delete Sections 103.1, 103.2 & 103.3 in their entirety and replace with the following:

Section 103.1 General. The department of inspection known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words Code Official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section 103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section 103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors in sufficient numbers to assure enforcement of the Fuel Gas Code.

Section 106 PERMITS:

Section 106.6.2 Fee schedule.: Delete in its entirety and replace with:

The fees for work shall be as indicated in Appendix Y of the City Code of the City of Jefferson.

Section 106.6.3 Fee refunds.: Delete in its entirety.

Section 108 VIOLATIONS:

Section 108.4 Violation penalties.: Delete in its entirety and replace with:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair fuel gas work in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 108.5 Stop work orders.: In the last sentence, replace "shall be liable for a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars." with "shall be subject to the penalties specified in Section 108.4."

Section 109 MEANS OF APPEAL: Delete this section in its entirety and replace with:

Section 109.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section 406.4 Test pressure measurement.

In the last sentence, delete "five" and replace with "two".

Section 406.4.1 Test pressure.

Delete "3 psig (20 kPa gauge)" and replace with "20 psig (140 kPa gauge)".

Section 505.1.1 Commercial cooking appliances vented by exhaust hoods.

Delete the exception and replace with: "Exception: An interlock system between the cooking appliance(s) and the exhaust hood system shall not be required where the following are provided:

1. Heat sensors or other approved methods automatically activate the exhaust hood system when cooking operations occur.

2. A listed carbon monoxide detection system is installed so as to prevent appliance operation upon signal initiation.

(Ord. No. 15705, § 2, 8-21-2017)

Section 5. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed: _____

Approved: _____


Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

- Eight (8) design professionals (architects and engineers)
- Five (5) contractors
- Two (2) members related to construction (material suppliers, fire inspector)
- One (1) owner/developers

The Committee members are:

Chris Yarnell – Chair
Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

Building, Existing Building, Property Maintenance, and Fire Codes:

Wes Doerhoff – Chair
Nick Borgmeyer
Holly Stitt

Brian Connell
Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
Emad Faddoul

Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-021

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, ARTICLE I, SECTION 8-10, AND SECTION 8-11 BY INSERTING THE ADOPTION OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AND AMENDMENTS TO THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-10 is hereby modified by inserting the adoption of the 2018 International Energy Conservation Code:

Sec. 8-10 Adoption of the 2018 International Energy Conservation Code

The 2018 International Energy Conservation Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Energy Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

Section 2. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-11 is hereby modified by inserting the adoption of amendments to the 2018 International Energy Conservation Code:

Sec. 8-11 Amendments to the 2018 International Energy Conservation Code.

The following additions, insertions, deletions and changes are made to the 2018 International Energy Conservation Code, otherwise referred to herein as the Energy Code of the City of Jefferson:

Section C101.1 Title.:

Insert the words "City of Jefferson" as the name of jurisdiction.

Section C101.5 Compliance. Insert the following exception:

Exception: One- and two-family dwellings and multiple single-family dwellings (townhouses) shall meet the provisions of the International Residential Code as adopted by the City of Jefferson.

Section C104 Fees.

Section C104.2 Schedule of permit fees. Delete this section in its entirety and replace with the following: The fees for work shall be as indicated in Appendix Y of the City Code of the City of Jefferson.

Section C104.5 Refunds. Delete this section in its entirety.

Section C108.4 Failure to comply.

Delete this section in its entirety and replace with the following: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be punished by a

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section C109 Board of Appeals. Delete this section in its entirety and replace with:

Section 109.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section R101.1 Title.:

Insert the words "City of Jefferson" as the name of jurisdiction.

Section R101.5 Compliance. Insert the following exception:

Exception: One- and two-family dwellings and multiple single-family dwellings (townhouses) shall meet the provisions of the International Residential Code as adopted by the City of Jefferson.

Section R104 Fees.

Section R104.2 Schedule of permit fees. Delete this section in its entirety and replace with the following: The fees for work shall be as indicated in Appendix Y of the City Code of the City of Jefferson.

Section R104.5 Refunds. Delete this section in its entirety.

Section R108.4 Failure to comply. Delete this section in its entirety and replace with the following:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section R109 Board of Appeals. Delete this section in its entirety and replace with:

Section 109.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section 3. The City Code, Chapter 8 (Buildings and Building Regulations), "Sections 8-10 - 8-17. Reserved", is hereby modified by deleting and inserting "Sections 8-12 – 8-17. Reserved"

Section 4. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed:_____

Approved:_____

Presiding Officer

Mayor Carrie Tergin

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

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Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

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Fred Malicoat
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Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

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Bob Scruggs
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Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
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3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-022

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, ARTICLE II, SECTION 8-18, SECTION 8-19, SECTION 8-21, SECTION 8-22, SECTION 8-23, SECTION 8-24, SECTION 8-25, AND SECTION 8-26 BY REPLACING THE ADOPTION OF THE 2015 INTERNATIONAL BUILDING CODE, 2015 INTERNATIONAL RESIDENTIAL CODE, 2015 INTERNATIONAL EXISTING BUILDING CODE, AND 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE AND THEIR AMENDMENTS BY ADOPTION OF THE 2018 INTERNATIONAL BUILDING CODE, 2018 INTERNATIONAL RESIDENTIAL CODE, 2018 EXISTING BUILDING CODE, AND 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE AND AMENDMENTS.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-18 (Adoption of the 2015 International Building Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-18. Adoption of the 2018 International Building Code.

The 2018 International Building Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Building Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

(Code 1977, § 8-1; Ord. No. 10397, § 6, 4-1-85; Code 1983, § 7-18; Ord. No. 11201, § 4-17-89; Ord. No. 11578, § 4, 5-20-91; Ord. No. 12757, § 4, 6-1-98; Ord. 13577, 1, 7-21-2003; Ord. 14105, § 1, 10-16-2006; Ord. 14483, § 1, 3-2-2009; Ord. No. 14973, § 1, 5-21-2012; Ord. No. 15706, § 1, 8-21-2017)

Section 2. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-19 (Amendments to the 2015 International Building Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-19. Amendments to the 2018 International Building Code.

The following additions, insertions, deletions and changes are made to the 2018 International Building Code, otherwise referred to herein as the Building Code of the City of Jefferson:

Section 101.1 Title.

Insert the words "City of Jefferson" as name of jurisdiction.

Section 103 Department of Building Safety. Delete Section in its entirety and replace with the following:

Section 103.1 Creation of enforcement agency. The department of building safety known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the

words Building Official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section 103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section 103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors, plan examiners and other employees in sufficient numbers to assure enforcement of the Building Code.

Section 105.2 Work exempt from permit.

Delete Building item 2. Fences not over 7 feet (2134 mm) high.

Section 106 Floor and roof design loads. Delete this section in its entirety.

Section 107 Submittal documents. Insert the following at the end of the section:

As a normal practice, the Building Official has waived the detailed administrative reporting requirements of Section 1704. The designer of record shall submit the following as part of the submittal documents (Section 107):

1. Summary of contracted construction administration services for the designer and sub-consultants of record

2. A summary description of Special Inspections ordered

3. Name of all testing agencies

The testing agency(s) shall submit a summary report to the Building Official at the end of the project listing all special inspections performed with a list of all failed tests and their respective corrective action(s) for the permit file.

Section 109 Fees: Add the following to this section:

Section 109.7 Fee Schedule. The fees for building construction permits shall be set in Appendix Y of the Code of the City of Jefferson.

Section 109.8 Fee for penalty for failure to obtain a building permit. Where work for which a permit is required by this Code is started prior to obtaining said permit, the fees specified in Appendix Y of the Code of the City of Jefferson shall be doubled. Should any person, firm or corporation commit a second offense by starting work without permit after so doing on a previous occasion, he shall pay three times the customary fee in order to obtain the necessary permit. Any offense shall subject the offender to prosecution under section 114.4. In the event any person firm or corporation fails to obtain the necessary permit(s) within 5 days after being notified in writing to do so by the Code official, he shall pay in addition to the usual fee or increased penalty as provided above the sum of \$25.00 for each day in excess of the aforesaid 5 days that transpire prior to his or her obtaining the necessary permit. The payment of any or several of the above stated penalty fees shall not relieve any person, firm or corporation from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein, or in the City Code.

Section 113 Board of Appeals. Delete Section in its entirety and replace with the following:

Section 113.1 Judicial review. Any owner, agent or other person shall have the right to seek judicial review of a decision of the Building Official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of a building or structure. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section 114.4 Violation Penalties: Delete Section in its entirety and replace with the following:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation

of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 305.2.3 Five or few children in a dwelling unit.

Replace "five" with "ten" in the title and text of this section.

Section 308.5.4 Five or fewer persons receiving care in a dwelling unit.

Replace "five" with "ten" in the title and text of this section.

Section 423 Storm Shelters. Modify this section as follows:

Section 423.1 General.: Modify the first sentence to read: "This section applies to the new construction of storm shelters constructed as separate detached buildings or constructed as rooms or spaces within buildings for the purpose of providing protection from storms that produce high winds, such as tornadoes and hurricanes, during the storm.

Section 423.2 Construction.: Insert after the first sentence: "The City of Jefferson design wind speed under ICC 500 Section 304.2 shall be 200 miles per hour."

Section 423.4 Group E occupancies.: Replace "occupant load of 50" with "occupant load of 100".

Section 1612.3 Establishment of flood hazard areas.

Replace "[INSERT NAME OF JURISDICTION]" with "City of Jefferson City" and replace "[INSERT DATE OF ISSUANCE]" with "November 2, 2012".

Section 1809.5 Frost protection. Add to item 1 the following sentence:

The frost line of the City of Jefferson is twenty-four (24) inches.

Section 3001.2 Emergency elevator communication systems for the deaf, hard of hearing and speech impaired. Delete this section in its entirety.

Section 3113.1 General. Add the following exception:

This section shall not apply to one-story detached relocatable buildings less than 400 square feet in floor area being used as offices or storage for permitted work on a permanent building or structure on the same parcel.

(Ord. No. 10221, § 1, 6-4-84; Ord. No. 11201, § 3, 4-17-89; Ord. No. 11578, § 3, 5-20-91; Ord. No. 11704, § 2, 2-3-92; Ord. No. 12757, § 3, 6-1-98; Ord. 13577, § 2, 7-21-2003; Ord. 14483, § 2, 3-2-2009; Ord. No. 15706, § 2, 8-21-2017)

Section 3. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-21 (Adoption of the 2015 International Residential Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-21 Adoption of the 2018 International Residential Code

The 2018 International Residential Code, for One and Two Family Dwellings, published by the International Code Council, including Appendix J, is hereby adopted and incorporated herein by reference as the Residential Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

(Ord. No. 15706, § 3, 8-21-2017)

Section 4. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-22

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

(Amendments to the 2015 International Residential Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-22 Amendments to the 2018 International Residential Code.

The following additions, insertions, deletions and changes are made to the 2018 International Residential Code, for One- and Two-Family Dwellings otherwise referred to herein as the Residential Code of the City of Jefferson:

Section R101.1 Title.

Insert the words "City of Jefferson" as name of jurisdiction.

Section R101.2 Scope.

Within Exception 2, remove the words "five or fewer" and replace with "four or five".

Section R103 Department of Building Safety. Delete Section in its entirety and replace with the following:

Section R103.1 General. The department of building safety known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words Building Official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section R103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section R103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors, plans examiners and other employees in sufficient numbers to assure enforcement of the Residential Code.

Section R105.2 Work exempt from permits.

Delete Building Item 2 and replace with:

2. Non-structural building envelope repair work for existing structures.

Section R108 Fees. Add the following to this section:

Section R108.7 Fee Schedule. The fees for building construction permits shall be set in Appendix Y of the Code of the City of Jefferson.

Section R108.8 Fee for penalty for failure to obtain a building permit. Where work for which a permit is required by this Code is started prior to obtaining said permit, the fees specified in Appendix Y of the Code of the City of Jefferson shall be doubled. Should any person, firm or corporation commit a second offense by starting work without permit after so doing on a previous occasion, he shall pay three times the customary fee in order to obtain the necessary permit. Any offense shall subject the offender to prosecution under section R113.4. In the event any person firm or corporation fails to obtain the necessary permit(s) within 5 days after being notified in writing to do so by the Code official, he shall pay in addition to the usual fee or increased penalty as provided above the sum of \$25.00 for each day in excess of the aforesaid 5 days that transpire prior to his or her obtaining the necessary permit. The payment of any or several of the above stated penalty fees shall not relieve any person, firm or corporation from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein, or in the City Code.

Section R112 Board of Appeals. Delete this section in its entirety and replace with:

Section R112.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of

work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section R113.4 Violation Penalties. Delete Section in its entirety and replace with the following:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section R114.2 Unlawful continuance. Delete section in its entirety and replace with the following:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable for penalties specified in Section R113.4.

Table R301.2(1) Climatic and Geographic Design Criteria. Use the following values for the table:

Ground Snow Load – 20 PSF

Wind Design Speed – 115 MPH

Wind Design Topographic Effects – NO

Wind Design Special Wind Region – NO

Wind Design Windborne Debris Zone – NO

Seismic Design Category – B

Subject to Damage from Weathering – SEVERE

Subject to Damage from Frost Line Depth – 24 INCHES

Subject to Damage from Termite – MODERATE TO HEAVY

Winter Design Temp - 4°F

Ice Barrier Underlayment Required – YES

Flood Hazards – Ordinance passed: March 19, 1980; flood maps dated November 2, 2012

Air Freezing Index – 903

Mean Annual Temp – 55°F

Section R302.5.1 Opening protection.

Delete “equipped with a self-closing or automatic-closing device” from the end of the section.

Section R302.11 Fireblocking.

Delete item 4.

Section R302.13 Fire protection of floors. Add the following exceptions:

5. Open-web wood truss floor joists with draft stopping per 1,000 square feet.

6. Closed-web wood joists with one (1) hour fire treating.

Section R307.1 Space required. Add the following:

Water closet: All water closets shall be spaced at least fifteen (15) inches from the centerline of the fixture to any wall or plumbing fixture, except the centerline of the water closet may be spaced twelve (12) inches if located next to a bathtub/shower unit.

Section R309.5 Fire sprinklers. Delete this section in its entirety.

Section R311.7.3 Vertical rise. Delete this section in its entirety.

Section R311.7.5.1 Risers. Add exception:

3. Closed risers are not required on exterior stairs where the riser is less than ten (10) feet above grade.

Section R312.2 Window fall protection. Delete this section in its entirety.

Section R313 Automatic fire sprinkler systems. Delete this section in its entirety and insert the following:

R313.1 General. A builder of a single family dwelling or residences or multi-unit dwellings of four or fewer units shall offer to any purchaser, on or before the time of entering into the purchase contract, the option at the purchaser's cost to install or equip an automatic fire sprinkler system in the dwelling, residence or unit. Notwithstanding any other provision of law to the contrary, no purchaser of such a single-family dwelling, residence, or multi-unit dwelling shall be denied the right to choose or decline to install an automatic fire sprinkler system in such dwelling or residence. Pursuant to RSMo. §67.281, the purchasers right to choose and the requirement that the builders offer to purchasers the option to purchase an automatic fire sprinkler system in connection with the purchase of any single-family dwelling, residence, or multi-unit dwelling of four or fewer units is hereby incorporated.

Section R314.4 Interconnection. Replace the beginning of the Exception paragraph first sentence (Interconnection of smoke alarms in existing areas shall not be required...) with:

Exception: "Interconnection of smoke alarms in existing areas may use wireless technology or shall not be required..."

Section R403.1.3.3 Slabs-on-ground with turned-down footings. Delete seismic categories from the first sentence.

Section R404.4 Retaining walls. Add the following to the end of the section:

Exception: Cast-in-place walls retaining up to 96 inches of unbalanced fill, or up to 48 inches in height that resist lateral loads in addition to soil, shall not require engineering.

Section R602.3.1 Stud size, height and spacing. Add the following sentence to the end of Exception 2:

Alternatively, 2 x 6 No. 2 grade studs supporting a roof and floor load with not more than ten (10) feet of tributary length shall have a maximum stud height of fourteen (14) feet.

Chapter 11 Energy Efficiency.

Delete the chapter in its entirety and insert in its place Chapter 11 of the 2009 edition of the International Residential Code.

Section AJ102.4.4 Window control devices. Delete the section in its entirety.

(Code 1977, § 8-10; Ord. No. 9536, §§ 2, 3, 10-20-80; Ord. 13577, § 2, 7-21-2003; Ord. 14272, § 5, 10-15-2007; Ord. 14437, § 1, 11-17-2008; Ord. 14483, § 2, 3-2-2009; Ord. No. 15706, § 4, 8-21-2017)

Section 5. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-23 (Adoption of the 2015 International Existing Building Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-23. Adoption of the 2018 International Existing Building Code.

The 2018 International Existing Building Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Existing Building Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

Section 6. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-24 (Amendments), is hereby deleted and the following is added in lieu thereof:

Sec. 8-24. Amendments to the 2018 International Existing Building Code.

The following additions, insertions, deletions and changes are made to the 2018 International Building Code, otherwise referred to herein as the Existing Building Code of the City of Jefferson:

Section 101.1 Title.

Insert the words "City of Jefferson" as name of jurisdiction.

Section 103 Department of Building Safety. Delete Section in its entirety and replace with the following:

Section 103.1 Creation of enforcement agency. The department of building safety known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words Building Official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section 103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section 103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors, plan examiners and other employees in sufficient numbers to assure enforcement of the Building Code.

Section 105.2 Work exempt from permit. Add the following under the Building portion:

7. Non-structural building envelope repair work for existing structures covered under the International Residential Code for One- and Two-family Dwellings.

Section 108 Fees: Add the following to this section:

Section 108.7 Fee Schedule. The fees for building construction permits shall be set in Appendix Y of the Code of the City of Jefferson.

Section 112 Board of Appeals. Delete Section in its entirety and replace with the following:

Section 113.1 Judicial review. Any owner, agent or other person shall have the right to seek judicial review of a decision of the Building Official refusing to grant a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of a building or structure. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Section 113.4 Violation Penalties: Delete Section in its entirety and replace with the following:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 116.6 Hearing. Delete section in its entirety.

Section 702.4 Window opening control devices on replacement windows. Delete the text "and one- and two-family dwellings and townhouses regulated by the International Residential Code" from the first sentence.

Section 1002.1 Compliance with the building code.

Replace “the building shall comply with all of the applicable requirements” with “the affected portion of the building shall comply with all of the applicable requirements”.

Section 1301.2 Applicability.

In the first sentence, replace “Structures existing prior to [DATE TO BE INSERTED BY THE JURISDICTION], in which there is work” with “Existing structures in which there is work”.

(Ord. No. 15707, § 1, 8-21-2017)

Section 7. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-25 (Adoption of the 2015 International Swimming Pool and Spa Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-25. Adoption of the 2018 International Swimming Pool and Spa Code.

The 2018 International Swimming Pool and Spa Code, published by the International Code Council, Inc., is hereby adopted and incorporated herein by reference as the Swimming Pool and Spa Code of the City of Jefferson, Missouri with the additions, insertions, deletions and changes contained within this chapter.

(Ord. No. 15708, § 1, 8-21-2017)

Section 8. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-26 (Amendments), is hereby deleted and the following is added in lieu thereof:

Sec. 8-26. Amendments to the 2018 International Swimming Pool and Spa Code.

The following additions, insertions, deletions and changes are made to the 2018 International Swimming Pool and Spa Code, otherwise referred to herein as the Swimming Pool and Spa Code of the City of Jefferson:

Section 101.1 Title.

Insert the words "City of Jefferson" as the name of jurisdiction.

Section 103 Department of Building Safety. Delete Section in its entirety and replace with the following:

Section 103.1 General. The department of building safety known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words code official appear in this Code, it shall be held to mean the Director of Planning and Protective Services or his or her designee.

Section 103.2 Appointment. The Director of Planning and Protective Services shall be appointed and removed as provided by the City Code.

Section 103.3 Deputies. The Director of Planning and Protective Services shall recommend to the City Administrator the employment of building inspectors, plans examiners and other employees in sufficient numbers to assure enforcement of the Residential Code.

Section 105.6.2 Fee schedule. Delete this section and replace with the following:

The fees for construction permits shall be set in Appendix Y of the Code of the City of Jefferson.

Section 105.6.3 Fee refunds. Delete this section in its entirety.

Section 107.4 Violation penalties. Delete this section and replace with the following:

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who repairs or alters or changes the occupancy of a building or structure in violation of the approved construction documents or directive of the code official or of a permit or

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

certificate issued under the provisions of this code, shall be punished by a fine as set forth in Section 1-13 of the City Code. Each day that a violation continues shall be deemed a separate offense.

Section 107.5 Stop work orders.

In the last sentence, replace "shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars." with "shall be liable for penalties as specified in Section 107.4."

Section 108 Means of Appeal. Delete this section and replace with the following:

Section 108.1 Judicial review. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this code covering the manner of construction or materials to be used in the erection, alteration or repair of work covered by this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

(Ord. No. 15708, § 2, 8-21-2017)

Section 9. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown thus. Added language shown thus.


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

The City of Jefferson has adopted versions of model building codes since May of 1935 to help protect its citizens. The last building code adoption was the 2015 edition in August of 2017. Since the City Council has recognized the importance of updating building codes, it passed a resolution (RS 2019-17) in February 2019 to form an Ad Hoc Steering Committee (referred to as the "Committee") and its several sub-committees to review and make recommendations on the new code editions.

Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

- Eight (8) design professionals (architects and engineers)
- Five (5) contractors
- Two (2) members related to construction (material suppliers, fire inspector)
- One (1) owner/developers

The Committee members are:

Chris Yarnell – Chair
Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

Building, Existing Building, Property Maintenance, and Fire Codes:

Wes Doerhoff – Chair
Nick Borgmeyer
Holly Stitt

Brian Connell
Emad Faddoul

Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
Emad Faddoul

Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

Jason Turner, Division Chief – JCFD
Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-023

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 8, SECTION 8-49 AND SECTION 8-50 BY REPLACING THE ADOPTION OF THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDMENTS TO THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE BY ADOPTION OF THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-49 (Adoption of 2015 International Property Maintenance Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-49. Adoption of the 2018 International Property Maintenance Code.

The 2018 International Property Maintenance Code as published by the International Code Council Inc. is hereby adopted and incorporated herein by reference as the Property Maintenance Code of the City of Jefferson, with the additions, insertions, deletions and changes contained herein.

Section 2. The City Code, Chapter 8 (Buildings and Building Regulations), Section 8-50 (Amendments to the 2015 International Property Maintenance Code), is hereby deleted and the following is added in lieu thereof:

Sec. 8-50. Amendments, insertions and deletions to the 2018 International Property Maintenance Code.

The following additions, insertions, deletions and changes are made to the 2018 International Property Maintenance Code otherwise referred to herein as the Property Maintenance Code of the City of Jefferson:

Section 101.1: Insert the words “City of Jefferson” as the name of jurisdiction.

Section 101.5: Add the following section:

Section 101.5 City Code. When sections of the Property Maintenance Code differ from the City Code of Jefferson, the provisions of the City Code of Jefferson shall govern.

Section 103: Department of Property Maintenance Inspection - Delete Sections 103.1 through 103.3, and insert the following in its place:

Section 103.1: General

The department of property maintenance known as the Department of Planning and Protective Services is hereby continued and the executive official in charge thereof shall be known as the Director of Planning and Protective Services. Wherever the words code official appears in this code, it shall mean the Director of Planning and Protective Services or his or her designee.

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

Section 103.2: APPOINTMENT

The Director of Planning and Protective Services shall be appointed and removed as provided by City Code.

Section 103.3: DEPUTIES

The Director of Planning and Protective Services shall recommend to the City Administrator the employment of inspectors and other employees in sufficient numbers to assure enforcement of the Property Maintenance Code.

Section 106.4: Delete this section and replace it with the following:

Section 106.4 Violation Penalties:

Any person who shall violate any of the provisions of the code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement or specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken or who shall fail to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance respectively, be guilty of an ordinance violation, punishable by a fine as set forth in Section 1-13 of City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 111: Delete this section and replace it with the following:

Section 111.1 Means of Appeal

Any owner, occupant, lessee, mortgagee, agent or other person having an interest in the building or structure may seek review of the order and determination of the code official by requesting a hearing in accordance with the procedures set forth in Sections 21-8 and 21-9 of the City Code.

Section 302.4: Insert “twelve (12) inches in height per City Code Chapter 21” for the jurisdiction requirement.

Section 602.3: This section shall read as follows:

Section 602.3 Heat Supply

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1 to June 1 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Section 602.4: This section shall read as follows:

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat during the period from September 1 to June 1 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

(Ord. No. 11203 § 6, 4-17-89; Ord. No. 12758, § 2, 6-1-98; Ord. 13580, § 1, 7-21-2003; Ord. 14104, § 1, 10-16-2006; Ord 14482, § 1, 3-2-2009; Ord. No. 14973, § 1, 5-21-2012; Ord. No. 11203 § 6, 4-17-89; Ord. No. 12758, § 2, 6-1-98; Ord. No. 11203 § 6, 4-17-89; Ord. No. 12758, § 2, 6-1-98; Ord. 13580, § 1, 7-21-2003; Ord. 14104, § 1, 10-16-2006; Ord 14482, § 1, 3-2-2009; Ord. No. 14973, § 1, 5-21-2012; Ord. No. 15709, § 2, 8-21-2017; Ord. No. 15989 , § 1, 1-6-20)

Section 3. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney


BILL SUMMARY

BILL NO: 2022-018, 2022-019, 2022-020, 2022-021, 2022-022, 2022-023, 2022-024

SPONSOR: Councilmember Fitzwater

SUBJECT: Amending Chapters 8 and 13 of City Code, Pertaining to Updating the Construction and Fire prevention codes from the 2015 Editions to the 2018 Editions from the International Code Council.

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR: 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: These proposed bills are modifications to City Code to adopt updated versions of various construction and fire prevention codes. Overall, ten (10) different International Code Council (ICC) model codes and the 2017 NFPA National Electric Code are recommended to be adopted by reference. Each code addresses unique aspects of building construction, maintenance and use.

Origin of Request: Building Regulations Division

Department Responsible: Department of Planning and Protective Services

PERSON RESPONSIBLE: SONNY SANDERS/Matthew Kreyling

Background Information: In general, building codes provide minimum construction standards to protect the health, safety and welfare of the users of the structures. Since new materials and techniques are being developed, building codes are constantly being reviewed and modified by the construction industry. Another source of code updates is caused by disasters or building failures with loss of life. To assist in this industry update, the International Code Council (ICC) is a leading building code organization. Proposed updates are reviewed and approved by its members. These updates are published every three (3) years and are then made available for adoption by communities.

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Fiscal Information: No fiscal impact.

The Committee members were appointed by the City Council and are comprised of seven (7) individuals. The Committee first met in February of 2020 and formed three (3) technical subcommittees to review the various codes. The committee appointed members from itself to chairs and vice chairs of the subcommittees for coordination. In all, sixteen (16) volunteers from the community reviewed the codes and included:

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- Two (2) members related to construction (material suppliers, fire inspector)
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Nick Borgmeyer
Bruce Dawson
Jim Dove

Wes Doerhoff – Vice-Chair
Nick Peckham
Holly Stitt

The technical sub-committee members are:

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Nick Borgmeyer
Holly Stitt

Brian Connell
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Fuel Gas, Energy Conservation, and Mechanical Codes:

Nick Peckham – Chair
Jim Dove
Holly Stitt

Fred Malicoat
Bret Stieferman
Jeremy Wilhelm

Residential, Swimming Pool & Spa, and Wildland Urban Interface Codes:

Chris Yarnell – Chair
Bruce Dawson
Holly Stitt
Mike Crocker
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Dean Holtmeyer
Bob Scruggs
Charles Skornia

Primary City Staff that attended meetings:

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Matthew Kreyling, Building Official – PPS
Brian Allen, Building Inspector - PPS

Besides committee members listed above, technical experts in various areas were invited to meetings to share their professional opinions on topics. In addition, a web page was created on the City of Jefferson's web site for communicating progress on the building code review. The page is located at:

https://www.jeffersoncitymo.gov/government/building_regulations/2018_building_code_review.php

The final building code recommendation from the Committee was made on March 24, 2022. This was after more than 33 public meetings to review the codes in detail. The final

recommendation was to adopt the following codes with amendments:

1. NFPA 70 National Electric Code, 2017 Edition*
2. 2018 International Plumbing Code*
3. 2018 International Mechanical Code*
4. 2018 International Fuel Gas Code*
5. 2018 International Energy Conservation Code
6. 2018 International Building Code*
7. 2018 International Residential Code*
8. 2018 International Existing Building Code*
9. 2018 International Swimming Pool and Spa Code*
10. 2018 International Property Maintenance Code*
11. 2018 International Fire Code*

* Previous versions of this model code have been adopted.

Please note that items number 1 & 2 on this list were recommended by the City's Electrical and Plumbing licensing boards. By City Ordinance, these codes are reviewed annually by the standing board for any revision or updating to newer editions.

The code review recommendation to the City Council includes adoption of an additional model code, specifically the Energy Conservation Code. While the Residential Code contains insulation requirements for the construction of single-family and two-family (duplex) buildings, the Building Code relies on the requirements of the Energy Conservation Code for minimum standards in building equipment energy usage and exterior envelope insulation standards. Adopting this code directly into City Code defines enforcement of the entire specialized code. Otherwise, this code would be limited to a small portion of its reference in other codes. The adoption of this code will fill in a technical gap within the City's adoption of construction codes.

During review of the 2018 code editions, the main concern was regarding a retroactive requirement to install automatic sprinkler systems in banquet halls, nightclubs, restaurants, cafeterias, taverns and bars that met specific criteria. Ultimately, the committee has recommended an amendment to delete this new requirement. The increase in safety brought about by such a broad application of a requirement that would be triggered by the continuation of an otherwise legal use was seen as onerous for building owners and tenants. The codes have and continue to allow for and require upgrades to safety systems when a building owner or tenant initiates a construction project of their own accord.

Minutes of the public meetings conducted are online under "Ad Hoc Steering Committee on Building Construction Codes - 2018" meeting at:

<https://portal.laserfiche.com/Portal/Browse.aspx?id=600573&repo=r-49e9e584>

BILL NO. 2022-024

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AMENDING THE CITY CODE, CHAPTER 13, ARTICLE III, SECTION 13-42 AND SECTION 13-43 BY REPLACING THE ADOPTION OF THE 2015 INTERNATIONAL FIRE CODE AND AMENDMENTS TO THE 2015 INTERNATIONAL FIRE CODE BY ADOPTION OF THE 2018 INTERNATIONAL FIRE CODE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The City Code, Chapter 13 (Fire Prevention and Protection), Section 13-42 (Adoption of the 2015 International Fire Code), is hereby deleted and the following is added in lieu thereof:

Sec. 13-42. Adoption of the 2018 International Fire Code

The 2018 International Fire Code published by the International Code Council, including appendices B, C, D, I and K, is hereby adopted and incorporated herein by reference as the Fire Code of the City of Jefferson, with the additions, insertions, deletions and changes contained within this ordinance.

(Code 1977, § 17-11; Ord. No. 9398, § 1, 3-3-80; Ord. No. 10670, § 5, 6-16-86, Ord. No. 11158, § 1, 2-13-89; Ord. No. 11610, § 5, 8-6-91; Ord. No. 14974, § 1, 5-21-2012; Ord. No. 15702, § 1, 8-21-2017, eff. 10-21-2017)

Section 2. The City Code, Chapter 13 (Fire Prevention and Protection), Section 13-43 (Amendments to the 2015 International Fire Code), is hereby deleted and the following is added in lieu thereof:

Sec. 13-43. Amendments to the 2018 International Fire Code

The following additions, insertions, deletions and changes are made to the 2018 International Fire Code, otherwise referred to herein as the Fire Code of the City of Jefferson:

Delete Section 101.1, and insert the following in its place:

101.1 Title. These regulations shall be known as the Fire Code of the City of Jefferson hereinafter referred to as such or as "this code."

Delete section 103.2, and insert the following in its place:

103.2 Appointment. The fire code official shall be appointed by the City Administrator.

Delete Section 105.1.2 and insert the following in its place:

105.1.2 Permits Required. Notwithstanding any provisions to the contrary in other sections of this Code, permits required in any section of this Code shall be procured from the chief of the fire department unless City Code Chapter 8 lists the subject matter of the permit, in which case the permit shall be procured from the Building Official or his or her designee. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the code official.

Delete Sections 109.1 through 109.3 and insert the following in its place

Editor's note: Deleted language shown ~~thus~~. Added language shown **thus**.

109.1 General. Any owner, agent or other person shall have the right to seek judicial review of a decision of the code official refusing to grant a modification to the provisions of this code. The petition for judicial review shall be to the circuit court of Cole County as established in Article 536 of the Revised Statutes of Missouri.

Add the following to Section 110.4 Violation Penalties

Penalty for violations shall be subject to the penalties set forth in Section 1-13 of the City Code.

Add the following to Section 110.4:

110.4.2 Damage to fire department equipment: Any negligent or willful damage to fire department equipment caused by any person subject to this code shall be punishable by a fine as set forth in Section 1-13 of the City Code per occurrence of damage. This fine shall not be construed to preclude monetary recovery of damages by the City through civil proceedings.

Change the last sentence in Section 112.4 to:

"...fine as set forth in Section 1-13 of the City Code."

Insert the following in Section 307.

307.6 Allowable burning. Open burning shall be allowed without prior notification to the code official for: recreational fires, fires used for the preparation of food, highway safety flares, smudge pots and similar occupational needs, and fires used for training fire enforcement personnel.

307.6.1 Yard Waste. Open burning of leaves, grass clippings, tree limbs, and vegetation grown on a property is permitted from November 1 of each year through March 1 of the following year, during daylight hours unless restricted or prohibited under section 307.2.1 by the Code Official. In the event of an emergency declared by the Mayor, or person acting as such, the City Administrator may authorize the open burning of yard waste, branches, trees, and other materials he deems appropriate and under such conditions as he may proscribe.

307.6.2 Responsible party. The person conducting a burn under subsection 307.6.1 shall be the owner of the property unless the owner has expressly directed some other person to conduct such burn on the property.

307.6.3 Adjustment to permissible burning. The burning period as specified in 307.6.1 and 307.6.2 above may be adjusted by the Fire Chief for safety reasons provided the total number of days of the burning periods shall not be increased. In the event that subsequent to the determination of the periods during which burning is permitted, the Fire Chief invokes a temporary ban during the period, the Fire Chief may extend the period by the number of days in which the ban is imposed.

307.6.4 Ceremonial Fires. Bonfires and other fires which do not occur within a designated device such as a barbeque grill, fireplace, outdoor stove, or outdoor heater, may be conducted only by permission of the Fire Chief, or his or her designee, and under such conditions as he may impose for the safety of persons and property.

307.6.5 Notification and permission: Open burning shall be allowed with prior notification to the Code Official and upon receipt of written permission from Missouri Department of Natural Resources (DNR), provided that any conditions specified in the permission are followed for:

1. Disposal of hazardous or toxic material where the DNR determines that there is no practical alternative method of disposal.
2. Instruction in methods of firefighting.
3. Research in control of fires.
4. Emergency or other extraordinary circumstances for any purpose determined to be necessary by the DNR.
5. Disposal of landscape waste resulting from land clearing other than residential and agricultural waste.

6. Recognized agricultural or horticultural management purposes to maintain or increase the quantity or quality of agricultural or horticultural production.
7. When jurisdictional DNR written permission is not applicable, the Code Official shall give written permission only after it has been determined that approved fire safety requirements and emission standards are to be met.

Add section 408 Smoke detectors in leased or rental residential units.

1. Applicability. The owner of each residential rental unit shall install smoke detectors and/or fire suppression systems prior to the occupancy of said dwelling unit in compliance with the building and fire codes of the City of Jefferson in effect at the date of occupancy.
2. Date of Installation. The owner of each existing dwelling unit that is not at the effective date of this subsection required to be protected by a smoke detector or fire suppression system shall install smoke detectors as required by this subsection within three months of the effective date of this subsection.
3. Location of Detectors. The owner of each existing dwelling shall install at least one smoke detector within each sleeping area. In all dwelling units, the owner shall install a smoke detector outside the bedrooms (unless an efficiency apartment), within the immediate vicinity of the sleeping area(s). An owner subject to this subsection shall install each smoke detector on the ceiling at a minimum of four inches from the side wall to the near edge of the detector or on a wall located four to twelve inches from the ceiling to the top of the detector and within fifteen feet of all rooms used for sleeping purposes, with not less than one detector per level containing a habitable room and in the basement or cellar. The smoke detector shall not be installed in dead air space, such as where the ceiling meets the wall. Where one or more sleeping areas are located on a level above the cooking and living area, the smoke detector for such sleeping areas shall be placed at the top of the stairway. An owner shall also install not less than one smoke detector on the uppermost ceiling, not less than four inches from any wall, or on a wall, located four to twelve inches from the uppermost ceiling of all interior stairwells. For good cause shown, the Fire Chief or his or her designated department representatives may modify the location requirements of this subsection.
4. Type of Detector. The owner shall install a smoke detector which is capable of sensing visible or invisible particles of combustion and emitting an audible signal and may be hard wired directly to the building power supply with battery backup, or may be powered by self-monitored battery only if not technically feasible to install hard wired units in existing units. The smoke detector shall comply with all the specifications of the Underwriters Laboratories, Inc. Standard UL217 (Standard for Safety-Single and Multiple Stations Smoke Detectors) 2nd Edition October 4, 1978 as revised May 19, 1983 or any recognized standard laboratory testing that certifies the detector meets the requirement of National Fire Protection Association (NFPA) Standards 72E and 74. Smoke detectors shall bear the label of a nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed under the requirement of UL217 2nd Edition or NFPA 72E and 74.
5. Duties of Owner and Occupant. It shall be the responsibility of the owner to supply and install on a continuing basis all required detectors. The owner shall be responsible for testing and maintaining detectors in common stairwells. It shall be the responsibility of the tenant to provide and maintain functional batteries after initial installation for each detector, to test and maintain detectors within dwelling units, and to notify the owner or authorized agent in writing of any deficiencies. The owner shall be responsible for providing each tenant with written information regarding detector testing and maintenance.

The owner shall provide notice to the occupant of the respective duties of the parties and the potential penalties for violation of the subsection. The owner shall either:

1. Post a notice which is 8 1/2 inches by 11 inches or larger inside the rental unit in a conspicuous space, or
2. Include a notice provision in the lease agreement, or

3. Provide notice in separate agreement or addendum to lease

If the owner chooses to put the notice in the lease or in a separate agreement, the notice shall be in at least 14 point type. The notice shall be prepared in duplicate and shall be signed and dated by the occupant. One copy shall be given to the occupant and one copy shall be kept on file by the owner and this copy shall be available for inspection by the Fire Chief or his or her agent between 9 a.m. and 4 p.m. Monday through Friday. At a minimum the notice shall include the items as set out in the following:

**NOTICE OF DUTIES OF OWNER AND OCCUPANT RELATING TO SMOKE DETECTORS
ORDINANCES OF THE CITY OF JEFFERSON REQUIRE THE FOLLOWING OF THE
OWNER AND OCCUPANT OF THIS RENTAL UNIT:**

OWNER

**THE OWNER SHALL SUPPLY AND INSTALL ALL REQUIRED DETECTORS.
THE OWNER SHALL MAINTAIN AND TEST ALL DETECTORS IN COMMON STAIRWELLS.
THE OWNER SHALL PROVIDE OCCUPANT WITH WRITTEN INFORMATION REGARDING
DETECTOR TESTING AND MAINTENANCE.**

OCCUPANT

**THE OCCUPANT SHALL PROVIDE AND MAINTAIN BATTERIES FOR THE DETECTORS.
THE OCCUPANT SHALL TEST AND MAINTAIN DETECTORS WITHIN DWELLING UNITS.
THE OCCUPANT SHALL NOTIFY OWNER IN WRITING IN CASE OF DEFICIENCY OF
DETECTOR.**

PENALTY

**IT IS UNLAWFUL FOR ANY PERSON TO REMOVE BATTERIES OR IN ANY WAY MAKE
SMOKE DETECTORS INOPERABLE.**

**VIOLATION OF THIS ORDINANCE MAY BE PUNISHABLE BY A FINE NOT EXCEEDING
\$500.00 OR IMPRISONMENT FOR A PERIOD NOT EXCEEDING THREE MONTHS.**

6. Enforcement and Inspection. The Fire Chief or his or her designated department representatives shall have jurisdiction to inspect dwelling units for the installation of any smoke detector required to be installed under this subsection or any other ordinance. Said inspections may be held during reasonable daylight hours. If a unit is found to be in noncompliance, owner shall be notified that he or she has 48 hours to get the unit in compliance. Notice of noncompliance to the occupant of the unit shall be posted inside the unit. If after 48 hours the building is still not in compliance it shall be posted as uninhabitable and shall remain so posted until re-inspected for full compliance with this subsection.

7. Tampering. It shall be unlawful for any person to remove batteries or in any way make smoke detectors inoperable.

8. Noncomplying Units. It shall be unlawful for an owner to lease a noncomplying unit.

9. Penalty - A violation of this code shall be punishable by the standard penalty authorized in Section 1-13 of the Code of the City of Jefferson.

Add section 503.1.2.1 Fire Lanes.

1. The Fire Chief may designate fire lanes on private and public property. Fire lanes may be established on driveways and access roads required by City Code sections applicable to the property in question, provided that fire lanes may not be established on property containing one- or two-family residential dwellings.

2. Upon notice by the Fire Chief of designation of a fire lane, it shall be the duty of the owner, occupant, or his agent, of the premises upon which the fire lane has been designated, to identify the location of fire lane on the owner's property.

Add Section 503.3.1 Details.

1. The fire lane shall be identified by placing a sign at each end of the fire lane in accordance with section 503.1 and by marking the pavement and/or curb in accordance with 503.3.2. The Fire Chief may permit the property owner to designate by only one of those methods if he finds there is a hardship in identification by both methods.

2. If a property owner disagrees with the determination of the Fire Chief as to the location of the Fire Lane or determination on a request for a hardship, the property owner may seek judicial review of the decision to the Circuit Court pursuant to Chapter 536 of the Revised Statutes of Missouri.

3. Signs designating fire lanes shall comply with the Manual on Uniform Traffic Control Devices. Such signs shall be rectangular in shape with a white background and red letters or yellow, stating "NO PARKING - FIRE LANE".

4. The signs described in subsection 3 of this section shall be posted in the following manner:

1. At each end of a fire lane which exceeds thirty (30) feet in length with signs that can be read from each direction;

2. Midway between the ends of a fire lane less than thirty (30) feet in length with the signs to be posted to the right of the traffic way and to be legible from the roadway.

Add Section 503.3.2 Curbs.

1. Curbs (or pavement if there are no curbs) in a fire lane shall be painted with a stripe at least three (3) inches wide.

2. The paint to be used in complying with subsection 1 of this section shall be yellow or red in color.

3. The yellow or red striping marking a fire lane shall not be a part of, and shall be distinctly different from, any other restricted parking striping used in the area of the fire lane.

4. The curb or pavement shall include a rectangular shape with a white or red letters stating "NO PARKING - FIRE LANE ".

Substitute the following for Section 507.5.1 Where required.

Fire hydrant spacing: In the districts designated RU, RC, RS-1, RS-2, RS-3, RS-4, RD, RA-1, and RA-2 by the City zoning ordinance, fire hydrants shall be six hundred (600) feet apart along any given street, unless a block between two intersecting streets is longer than four hundred (400) feet but less than six hundred (600) feet. In all other districts designated in such zoning ordinance, fire hydrants shall be three hundred (300) feet apart along any given street. In an area in the RU, RC, RS-1, RS-2, RS-3, RS-4, RD, RA-1, or RA-2 districts which a non-residential use exists, the three hundred (300) foot spacing requirement shall apply.

Add sections to 507.5.2 through 507.5.4.7:

507.5.2.1 Hydrant use approval: A person shall not use or operate any fire hydrant intended for use of the fire department for fire suppression purposes unless such person first secures the permission of the code official and the water company having jurisdiction. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction.

507.5.4.1 Obstructing fire hydrants: It shall be unlawful to, by the erection of a fence, placement of a living, dead, or imitation plants, or placement of any decorative device, to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection for the pressurization suppression systems, including fire hydrants and fire department connections that are located in public or private streets and access lanes, or on private property.

507.5.4.2 Notice of violation: The code official shall issue notices of violations of section 507.5.4 to any property owner in violations of said section. The notice shall contain a description of the material(s) found to be a violation, a direction to remove the material(s) within fifteen (15) days after mailing of the notice, and a copy of section 507.4.

507.5.4.3 Removal of materials: Obstructions or encroachments that constitute a violation of 507.5.4 are declared to be a nuisance and may be abated as set forth in Chapter 21 of the City Code.

507.5.4.4 Duty to maintain: It shall be the duty of the owner of the property on which a fire hydrant or fire department connection for the pressurization — suppression systems is located to maintain the property surrounding such hydrant or connection in such a manner as to comply with section 507.5.4.

507.5.7 Fire Hydrant Construction: Any fire hydrant installed for private or public use shall conform to the specifications of the water company having jurisdiction. Any such hydrant shall be right-hand opening, with two, two and one-half inch outlets, and one, four and one-half inch outlets, and shall be supplied by a water main of sufficient size to provide fire protection.

Add section 806.5

806.5 Exterior Combustible Landscape Mulch Materials: Egress doors shall be free of combustible materials for a minimum distance of 20 feet from the centerline of the entrance. This applies to new construction and remodels.

Add section 906.11:

906.11 Portable Fire Extinguishers: Fire extinguishers shall meet or exceed Factory Mutual Global or Underwriter's Laboratory specifications.

Delete section 1103.5.1 in its entirety.

Add Section 5607.16 through 5607.24

5607.16 Permit Application: Application will be submitted five [5] working days in advance before a blasting permit will be issued. Permit applicants shall provide:

1. Plan explaining an estimated number of blasts and when the job is projected to be completed.
2. A site plan indicating location and number of magazines.
 - a. Bunkers, if required

- b. Distance to adjacent buildings and / or structures
 - c. Material Safety Data Sheets shall be provided for all materials used on the job site.
 - d. Documentation of blasters certification.
3. A blasting contractor failing to apply for blasting permits or found blasting without a permit will be subject to fines as set forth in Section 1-13 of the City Code, plus the cost of a blasting permit.
4. Blasting contractors will provide one of the following to the fire department.
- a. Approved site plan.
 - b. Approved grading permit and/or approved building permit.

5607.17 Certification: Blasters Certification shall be required of all blasters. All blasters must obtain certification as a blaster from the Missouri Limestone Producers Association [MLPA] or equivalent. All blasters certification will be provided to the Fire Department and kept on file.

5607.18 Insurance: The blasting contractor shall provide a "Certificate of Insurance" for special blasting liability insurance coverage, in the amount of not less than Three million dollars [\$3,000,000.00]. Certificate of Insurance shall show the "City of Jefferson" as a "Certificate Holder".

5607.19 Signage: Proper signage shall be set on all streets, roads or highways declaring "Blasting Area" and "Shut Off Two-way Radios" [not applicable when non-electric caps are used], within five hundred [500] feet of the blast site.

5607.20 Seismographs: Minimum of one [1] seismograph shall be on all blasting sites. Additional seismographs may be required by the Fire Official. Seismic readings shall not exceed 1.5PS [inch per second]. Sound levels shall not exceed 130 db at the Seismic site. Seismic readings and copies of blasting logs shall be kept on record by the blasting contractor for one year for review if necessary by the fire official.

5607.21 Pre-Blast Surveys: Blasters shall conduct a pre-blast survey when blasting within three hundred [300] feet of any habitable structure, well, road, street or highway.

5607.22 Written Notice: Written notice shall be delivered to all property owner/managers within pre-blast survey area. Notice shall contain: Blasting contractor's name, address and phone number, beginning and ending dates, approximate blasting times, blasting location and party for whom work is being done. Written notice will be delivered five [5] days in advance before blasting.

5607.23 Warnings/Blasting:

1. The blasting contractor shall be responsible for insuring that the area is visually inspected and made clear of people and/or animals.
2. Warnings shall be sounded as follows:
3. Three [3], five [5] to ten [10] second soundings from a siren, air horn or other approved warning device, with minimum sound level of 125 db at one hundred [100] feet, shall be sounded.
4. Wait a full thirty [30] seconds.
5. Sound another five [5] to ten [10] second sounding.
6. Immediately followed by a voice command from an amplified bullhorn, or equivalent.
7. Detonation shall follow.
8. An "all clear", voice command shall be given after blast and when blast area is safe to enter for inspection.

5607.24 Permit Fee: Permit fee for blasting within the City of Jefferson will be as specified in Appendix Y of the City Code of the City of Jefferson.

Add Section 5610: GENERAL

5610.1 Scope: The manufacture, sale and use of fireworks is prohibited within the jurisdiction. The display or discharge of fireworks shall comply with the requirements of this article.

5610.2 Permit required: A permit shall be obtained from the Jefferson City Fire Department for the display or discharge of fireworks, except for activity allowed under Sec. 5610.

5610.3 Permit applications: Application for permits shall be made in writing at least 15 days in advance of the date of the display or discharge of fireworks. The possession and use of fireworks for such display shall be lawful under the terms and conditions approved with the permit and for such display shall be lawful under the terms and conditions approved with the permit and for that purpose only. A permit granted hereunder shall not be transferable, not shall any such permit be extended beyond the dates set out therein.

Add Section 5611: USE, DISPLAY AND DISCHARGE

5611.1 General: It shall be a violation of this code for any person to store, use or explode any fireworks, except as provided in the rules and regulations issued by the Jefferson City Fire Department for the granting of permits for supervised public displays of fireworks by the jurisdiction, fair associations, amusement parks and other organization. Every such public display and private non-projectile fireworks display shall be supervised by an adult permit holder and shall be handled by an approved, competent operator. The fireworks shall be arranged, located, discharged or fired in a manner that, in the opinion of the Jefferson City Fire Department, will not be a hazard to the property or endanger any person.

5611.2 Bond for display: The permittee shall furnish a bond in an amount deemed adequate by the Jefferson City Fire Department for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display, and arising from any acts of the permittee, the permittee's agents, employees or subcontractors.

5611.2.1 Disposal of unfired fireworks: Unfired fireworks and trash that remain after the display is concluded shall be immediately disposed of in an approved, safe manner.

5611.3 Exemptions: Nothing in this article shall be construed to prohibit any wholesaler, dealer or jobber to sell at wholesale such fireworks as are not herein prohibited, or the sale of any kind of fireworks provided the same are to be shipped directly out of state, or the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, or the sale or use of blank cartridges for a show or theater, or for signal or ceremonial purposes in athletics or sports, or for use by military organizations. Such wholesalers, dealers and jobbers shall store their supplies of fireworks in accordance with Chapter 56.

5611.4 Seizure of fireworks: The Jefferson City Fire Department shall seize, take, remove or cause to be removed at the expense of the owner, all stocks of fireworks that are offered or exposed for display or sale, or are stored or held in violation of this article.

Add Section 5612.

5612. Permitted Possession and Uses. Notwithstanding any other provisions of section 5608, the following shall be permitted.

1. Possession and use of Class D fireworks.
2. Transportation of fireworks through the City.
3. Possession and use of Class C fireworks on private property of five (5) acres or more.

All permitted uses of fireworks under this section must occur from June 15th through July 8th, or December 31st through January 1st, and within the hours of 8 a.m. and 10 p.m., except for the 4th of July and New Year's Eve when the hours will be extended until midnight.

(Ord. No. 11691, § 1, 1-13-92; Ord. No. 11704, § 1, 2-3-92; Ord. No. 14829, § 7, 8-1-2011; Ord. No. 14841, § 1, 9-6-2011; Ord. No. 14974, § 1, 5-21-2012; Ord. No. 15239, § 1, 3-3-2014; Ord. No. 15702, § 2, 8-21-2017)

Section 3. This Ordinance shall be in full force and effect from 60 calendar days after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Editor's note: Deleted language shown ~~thus~~. Added language shown thus.

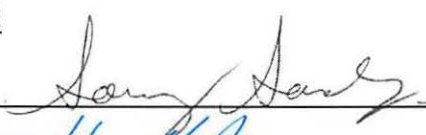
BILL SUMMARY

BILL NO: 2022-025

SPONSOR: Councilmember Fitzwater

SUBJECT: Authorizing the City to Execute an Agreement with Mid-Missouri Earth Movers, L.L.C., for the Demolition of Seven (7) Properties

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR(S): 

CITY ADMINISTRATOR: 

Staff Recommendation: Approve.

Summary: Authorizing the City to execute an Agreement with Mid-Missouri Earth Movers for the demolition of seven (7) properties relating to the Capitol Avenue demolitions and acquisitions.

Origin of Request: City Attorney.

Department Responsible: Law / PPS

PERSON RESPONSIBLE: RYAN MOEHLMAN / SONNY SANDERS

Background Information: On April 4, 2022, the City Council passed Bill No 2021-093, and amended the FY 2022 budget by appropriating additional funds within the general funds for the Capitol Avenue demolitions and acquisitions. Such supplemental appropriations included transferring \$575,000 from the Surplus account to Capitol Avenue Demos & Acquisitions account. Additionally, pursuant to Bill No 2021-093, City Staff was instructed to present to the City Council a plan (1) for identification of persons or organizations who are prepared to commit to the rehabilitation of particular structures in the Capitol Avenue Neighborhood Conservation Overlay District and (2) for identification of dangerous buildings for which the delaying of demolition is unreasonable and not in the interest of the health, safety, and general welfare of the public and the public safety personnel of the City. The plan further provided that if the City Council determined that a structure should be delayed to be demolished or if no interested person came forward for a structure, the City would demolish such structure.

City Staff solicited bids for demolition of these to provide full information on cost of demolition. This contract locks in demolition cost for six months. NOTHING IN THIS CONTRACT AUTHORIZES OR REQUIRES A STRUCTURE TO BE DEMOLISHED. Notices to Proceed will only be issued on this contract AFTER the City Council determines that a structure needs be demolished or if no interested parties come forward, as previously outlined in the approved plan.

Mid-Missouri Earth Movers has become the apparent lowest and best bidder on the 109 Adams, 113 Adams, 401 E Capitol, 407 E Capitol, 409 E Capitol, 419 E Capitol, and 410/416 E Capitol, demolition projects.

Fiscal Information: \$193,953.00 from the Capitol Avenue Demos & Acquisitions account.

BILL NO. 2022-025

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MID-MISSOURI EARTH MOVERS, L.L.C., FOR THE DEMOLITION OF THE DANGEROUS STRUCTURES LOCATED AT 109 ADAMS, 113 ADAMS, 401 E CAPITOL, 407 E CAPITOL, 409 E CAPITOL, 419 E CAPITOL, AND 410/416 E CAPITOL.

WHEREAS, Mid-Missouri Earth Movers, L.L.C., has become the apparent lowest and best bidder for the demolitions of 109 Adams, 113 Adams, 401 E Capitol, 407 E Capitol, 409 E Capitol, 419 E Capitol, and 410/416 E Capitol, relating to the Capitol Avenue demolitions and acquisitions project.

NOW BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Mid-Missouri Earth Movers, L.L.C., is hereby approved as the best qualified firm to provide demolition of the dangerous structures located at 109 Adams, 113 Adams, 401 E Capitol, 407 E Capitol, 409 E Capitol, 419 E Capitol, and 410/416 E Capitol, and its proposal is hereby accepted.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Mid-Missouri Earth Movers, L.L.C., to provide demolition of the dangerous structures located at 109 Adams, 113 Adams, 401 E Capitol, 407 E Capitol, 409 E Capitol, 419 E Capitol, and 410/416 E Capitol.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid IFB4041 – Demolition of 10 Structures
Planning and Protective Services, Opened May 19, 2022

RECOMMENDATION:

Staff recommends the award of bid IFB4041 to Ahrens Contracting, Inc of St. Louis, Missouri and Mid-Missouri Earth Movers of Jefferson City, Missouri for demolition services as follows:

Location	Amount	Vendor
109 Adams St	\$22,470.00	Mid-Missouri Earth Movers
113 Adams St	\$17,487.00	Mid-Missouri Earth Movers
401 E Capitol Ave	\$23,451.00	Mid-Missouri Earth Movers
407 E Capitol Ave	\$28,380.00	Mid-Missouri Earth Movers
409 E Capitol Ave	\$23,244.00	Mid-Missouri Earth Movers
413 E Capitol Ave	\$45,700.00	Ahrens Contracting
419 E Capitol Ave	\$21,117.00	Mid-Missouri Earth Movers
410/416 E Capitol Ave	\$57,804.00	Mid-Missouri Earth Movers
517 E Capitol Ave	\$34,600.00	Ahrens Contracting
415 Commercial Way	\$39,700.00	Ahrens Contracting
Total Cost	\$313,953.00	

The bid is being awarded to the lowest and best bid meeting specifications.

Contracts for the demolition of structures on these properties will be completed now; however, the actual demolition Notice to Proceed will not be given and work will not begin until after the structural assessments have been completed and City Council has approved to demolish the structures.

BIDS RECEIVED:

Ahrens Contracting, Inc, St. Louis, MO
Cahill Construction, Inc, Rolla, MO
Jeff Schnieders Construction Company, Jefferson City, MO
Mid Missouri Earth Movers, Jefferson City, MO
Premier Demolition Inc, St. Louis, MO

See attached bid tabulation sheet for submitted bid pricing.

This bid was advertised in the News Tribune on 04/27/2022 and posted on Bonfire. Bid notifications were sent to 246 vendors of which 41 were recommended vendors.

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
10-185-550095	Cap Ave Demos & Acquisitions – General Fund	\$575,000.00	\$103.25	\$313,953.00	\$260,943.75
Bid Total				\$313,953.00	

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 5/27/22

Bid Opening - IFB4041 - Demolition of 10 Structures

5/19/22

			Ahrens Contracting, Inc.			Cahill Construction, Inc.			Jeff Schnieders Construction Company			Mid-Missouri Earth Movers, LLC			Premier Demolition, Inc.		
#	Items	Unit of Measure	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost
#0-1	109 Adams St	Lump Sum	15	Jefferson City Landfill	\$32,670.00	8	Jeff city	\$22,000.00	8	Jefferson City Landfill	\$35,445.00	14 days	JC Landfill	\$22,470.00	5	Republic	\$35,750.00
#0-2	113 Adams St	Lump Sum	15	Jefferson City Landfill	\$29,300.00	8	Jeff city	\$20,000.00	8	Jefferson City Landfill	\$32,265.00	14 days	JC Landfill	\$17,487.00	5	Republic	\$34,750.00
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#0-12	Hourly Machine Rate	Per Hour	0	0	\$420	na	na	\$180	0	N/A	\$365	NA	NA	\$125	0	Bid Clarifications	\$150
Did vendor submit all required paperwork?			Yes			No - did not submit bid bond			Yes			Yes			Yes		
Other Comments															Vendor offers a mobilization reduction of \$2,000 for each site after initial site		

Corrigan, Leigh Ann

From: Sanders, Sonny
Sent: Tuesday, May 31, 2022 1:27 PM
To: Corrigan, Leigh Ann; Stratman, Anne
Cc: Helmick, David
Subject: RE: Recommendation for Award

I recommend the vendors identified and listed in the attached award document. SS

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Attached is the Finance Packet cover sheet I will be submitting once I receive the recommendation for award. I thought you may want to just copy/paste the table showing which properties are to be awarded to which vendors so you don't have to start from scratch.

Once I receive the recommendation to award, I will send this and the other supporting documents to Emily for the June 6 Council meeting.

Leigh Ann Corrigan
Purchasing Agent
City of Jefferson
Phone: (573) 634-6325
Fax: (573) 634-6329

*Sonny approved
awarding as
stated/indicated
in the Finance Packet
LAC 5/31/22*

**CITY OF JEFFERSON
DEMOLITION CONTRACT**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and the Mid-Missouri Earth Movers, L.L.C., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the demolition of the following residential structure and all debris and other trash items on the lot at 109 Adams, 113 Adams, 401 E Capitol, 407 E Capitol, 409 E Capitol, 410/416 E Capitol, and 419 E Capitol, Jefferson City, Missouri, and the proper disposal in an approved landfill.

NOW THEREFORE, the parties to this contract agree to the following:

1. Scope of Services.

Contractor agrees to perform the services related to demolition of the structure and grading of lots more particularly described in Exhibit A attached hereto. Contractor further agrees to obtain a demolition permit from the City and the Missouri Department of Natural Resources, if necessary, prior to performing any services.

2. Payment to Contractor.

The City hereby agrees to pay Contractor for work done pursuant to this contract at intervals of not less than 28 calendar days upon acceptance of said work by the Department of Planning and Protective Services, and in accordance with the rates and/or amounts of stated in the bid of the Contractor, which are by reference made part of hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. Lien releases must be provided prior to any payment being made to the Contractor. The total cost for each individual property shall not exceed the amount listed in Exhibit A. The total amount of this contract shall not exceed One Hundred Ninety-Three Thousand Nine Hundred Fifty-Three Dollars and Zero Cents (\$193,953.00).

3. Notice to Proceed.

Notices to Proceed shall be issued on a property-by-property basis. Contractor shall not be obligated to perform work, nor be entitled to payment, on any particular property unless the City issues a Notice to Proceed for such particular property. Contractor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the time frame specified in the Notice to Proceed. If the Contractor does not receive such written Notices to Proceed within six (6) months of the date last executed by a party as indicated below and if the total amount, referenced in Paragraph 2 of this contract, does not apply or has changed, Contractor may terminate this contract.

4. Insurance.

Contractor agrees to obtain and maintain throughout the term of this contract:

- A. Workmen's Compensation. Insurance for all of its employees to be engaged in work under this contract.
- B. Contractor's Public Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo, and Contractor's Property Damage Insurance in

an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence. City shall be named as an additional insured on such policy.

- C. Automobile Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for a one person in a single accident or occurrence. City shall be named as an additional insured on such policy.
- D. Subcontracts – In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs A, B, and C, hereof and in like amounts.
- E. Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs B and C hereof shall provide adequate protection for Contractor and its subcontracts, respectively, against damage claims which may arise from operations from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph E is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage police (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

5. Specifications, Codes and Regulations.

Contractor shall comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of the City, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

6. Asbestos Compliance.

Contractor shall comply with Missouri Air Conservation law, RSMo 643, Sections 225-250, Missouri regulations CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protections regulations.

7. Permits and Licenses.

Contractor will obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

8. Debris and Material Removal.

Contractor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in Exhibit A. Contractor shall dispose of the demolition debris in compliance with State and Federal laws.

9. Contractor's Responsibility for Subcontractors.

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of a subcontract as the City may exercise over Contractor under any provisions of this contract.

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

10. Termination of Contract for Cause.

If through any cause, Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of their contract, the City shall thereupon have the right to terminate this contract by giving written notice to Contractor of such terminations and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by Contractor under this contract shall, at the option of the City, become its property, and Contractors shall be entitled to receive just and equitable compensation for any work satisfactorily completed thereunder.

Notwithstanding above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of a breach of Contract by Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

11. Termination for Convenience by the Owner.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Contractor. If this contract is terminated by the City, as provided herein, Contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Contractor, Paragraph 10 hereof to termination shall apply.

12. Owner's Right to Proceed.

In the event this contract is terminated pursuant to Paragraph 11, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

13. Indemnity.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

14. Payment for Labor and Materials.

Contractor agrees and binds itself to pay for all labor done and for all the materials used in the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to insure the payment of all materials and labor used in the performance of this contract.

15. Sales Tax Exemption.

Effective August 28, 1994, Section 144.062, RSMo allows contractors and subcontractors to purchase materials for tax exempt projects with project-specific exemption certifications approved by the Department

of Revenue. The City will supply a certificate to the contractor for this project after approval is obtained from the Department of Revenue.

16. Acceptance of Final Payment as Release.

Contractor's acceptance of final payment shall be a release to the City of all claims and all liability to the Contractor.

17. Changes.

City may, at any time, request changes in the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the Contract, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City shall review and give final approval to all Change Orders.

18. Time for Completion and Liquidated Damages.

If the Contractor fails to complete the work within the contract time or extension of time granted by the City, then the Contractors may be required to pay to the City the amount of \$100.00/day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.

19. Contract Documents.

The contract documents shall consist of the following:

- a. This Contract
- b. Addenda
- c. Information for Bidders
- d. Signed Copy of Bid

20. Protection of Lives and Health.

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occurs as a result of Contractor's prosecution of the work.

Safety Training

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this section and Section 292.675, RSMo.

Notice of Penalties for failure to Provide Safety Training

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred Dollars (2,500), plus One Hundred Dollars (\$100) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day or

portion thereof, such on-site employee is employed without the construction safety training required in the above paragraph.

- b. The penalty described in Subsection a of this section shall not begin to accrue until the time period described in Paragraphs b and c above have elapsed.
- c. Violations of above paragraph and imposition of the penalty described in this section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

21. Transient Employers.

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

- (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue;
- (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and
- (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security.

Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

22. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:
City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:
Mid-Missouri Earth Movers, LLC
Attn: Rena Kuster
4611 Tanner Bridge Road
Jefferson City, MO 65101

23. Jurisdiction.

This agreement and every question arising hereunder shall be interpreted according to the laws and statutes of the State of Missouri.

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

MID-MISSOURI EARTH MOVERS, L.L.C.

Carrie Tergin, Mayor

Date: _____

ATTEST:

Title:

APPROVED AS TO FORM:



City Attorney

Title:

Date: _____

ATTEST:

Title

BILL SUMMARY

BILL NO: 2022-026

SPONSOR: Councilmember Fitzwater

SUBJECT: Authorizing the City to Execute an Agreement with Ahrens Contracting, Inc., for the Demolition of Three (3) Properties

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR(S): _____

CITY ADMINISTRATOR: _____

Staff Recommendation: Approve.

Summary: Authorizing the City to execute an Agreement with Ahrens Contracting for the demolition of three (3) properties relating to the Capitol Avenue demolitions and acquisitions.

Origin of Request: City Attorney

Department Responsible: Law / PPS

PERSON RESPONSIBLE: RYAN MOEHLMAN / SONNY SANDERS

BACKGROUND INFORMATION On April 4, 2022, the City Council passed Bill No 2021-093, and amended the FY 2022 budget by appropriating additional funds within the general funds for the Capitol Avenue demolitions and acquisitions. Such supplemental appropriations included transferring \$575,000 from the Surplus account to Capitol Avenue Demos & Acquisitions account. Additionally, pursuant to Bill No 2021-093, City Staff was instructed to present to the City Council a plan (1) for identification of persons or organizations who are prepared to commit to the rehabilitation of particular structures in the Capitol Avenue Neighborhood Conservation Overlay District and (2) for identification of dangerous buildings for which the delaying of demolition is unreasonable and not in the interest of the health, safety, and general welfare of the public and the public safety personnel of the City. The plan further provided that if the City Council determined that a structure should be delayed to be demolished or if no interested person came forward for a structure, the City would demolish such structure.

City Staff solicited bids for demolition of these to provide full information on cost of demolition. This contract locks in demolition cost for six months. **NOTHING IN THIS CONTRACT AUTHORIZES OR REQUIRES A STRUCTURE TO BE DEMOLISHED.** Notices to Proceed will only be issued on this contract AFTER the City Council determines that a structure needs be demolished or if no interested parties come forward, as previously outlined in the approved plan.

Fiscal Information: \$120,000.00 from the Capitol Avenue Demos & Acquisitions account.

BILL NO. 2022-026

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH AHRENS CONTRACTING, INC., FOR THE DEMOLITION OF THE DANGEROUS STRUCTURES LOCATED AT 413 E CAPITOL, 517 E CAPITOL, AND 415 COMMERCIAL WAY.

WHEREAS, Ahrens Contracting, Inc., has become the apparent lowest and best bidder for the demolitions of 413 E Capitol Ave., 517 E Capitol Ave., and 415 Commercial Way, relating to the Capitol Avenue demolitions and acquisitions project.

NOW BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Ahrens Contracting, Inc., is hereby approved as the best qualified firm to provide demolition of the dangerous structures located at 413 E Capitol Ave., 517 E Capitol Ave., and 415 Commercial Way, and its proposal is hereby accepted.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Ahrens Contracting, Inc., to provide demolition of the dangerous structures located at 413 E Capitol Ave., 517 E Capitol Ave., and 415 Commercial Way.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid IFB4041 – Demolition of 10 Structures
Planning and Protective Services, Opened May 19, 2022

RECOMMENDATION:

Staff recommends the award of bid IFB4041 to Ahrens Contracting, Inc of St. Louis, Missouri and Mid-Missouri Earth Movers of Jefferson City, Missouri for demolition services as follows:

Location	Amount	Vendor
109 Adams St	\$22,470.00	Mid-Missouri Earth Movers
113 Adams St	\$17,487.00	Mid-Missouri Earth Movers
401 E Capitol Ave	\$23,451.00	Mid-Missouri Earth Movers
407 E Capitol Ave	\$28,380.00	Mid-Missouri Earth Movers
409 E Capitol Ave	\$23,244.00	Mid-Missouri Earth Movers
413 E Capitol Ave	\$45,700.00	Ahrens Contracting
419 E Capitol Ave	\$21,117.00	Mid-Missouri Earth Movers
410/416 E Capitol Ave	\$57,804.00	Mid-Missouri Earth Movers
517 E Capitol Ave	\$34,600.00	Ahrens Contracting
415 Commercial Way	\$39,700.00	Ahrens Contracting
Total Cost	\$313,953.00	

The bid is being awarded to the lowest and best bid meeting specifications.

Contracts for the demolition of structures on these properties will be completed now; however, the actual demolition Notice to Proceed will not be given and work will not begin until after the structural assessments have been completed and City Council has approved to demolish the structures.

BIDS RECEIVED:

Ahrens Contracting, Inc, St. Louis, MO
Cahill Construction, Inc, Rolla, MO
Jeff Schnieders Construction Company, Jefferson City, MO
Mid Missouri Earth Movers, Jefferson City, MO
Premier Demolition Inc, St. Louis, MO

See attached bid tabulation sheet for submitted bid pricing.

This bid was advertised in the News Tribune on 04/27/2022 and posted on Bonfire. Bid notifications were sent to 246 vendors of which 41 were recommended vendors.

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
10-185-550095	Cap Ave Demos & Acquisitions – General Fund	\$575,000.00	\$103.25	\$313,953.00	\$260,943.75
Bid Total				\$313,953.00	

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 5/27/22

Bid Opening - IFB4041 - Demolition of 10 Structures

5/19/22

			Ahrens Contracting, Inc.			Cahill Construction, Inc.			Jeff Schnieders Construction Company			Mid-Missouri Earth Movers, LLC			Premier Demolition, Inc.		
#	Items	Unit of Measure	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost	Days to Complete	Landfill Site	Total Cost
#0-1	109 Adams St	Lump Sum	15	Jefferson City Landfill	\$32,670.00	8	Jeff city	\$22,000.00	8	Jefferson City Landfill	\$35,445.00	14 days	JC Landfill	\$22,470.00	5	Republic	\$35,750.00
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#0-12	Hourly Machine Rate	Per Hour	0	0	\$420	na	na	\$180	0	N/A	\$365	NA	NA	\$125	0	Bid Clarifications	\$150
Did vendor submit all required paperwork?			Yes			No - did not submit bid bond			Yes			Yes			Yes		
Other Comments															Vendor offers a mobilization reduction of \$2,000 for each site after initial site		

Corrigan, Leigh Ann

From: Sanders, Sonny
Sent: Tuesday, May 31, 2022 1:27 PM
To: Corrigan, Leigh Ann; Stratman, Anne
Cc: Helmick, David
Subject: RE: Recommendation for Award

I recommend the vendors identified and listed in the attached award document. SS

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Cc: Sanders, Sonny <SSanders@jeffersoncitymo.gov>; Helmick, David <DHelmick@jeffersoncitymo.gov>
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Once I receive the recommendation to award, I will send this and the other supporting documents to Emily for the June 6 Council meeting.

Leigh Ann Corrigan
Purchasing Agent
City of Jefferson
Phone: (573) 634-6325
Fax: (573) 634-6329

*Sonny approved
awarding as
stated/indicated
in the Finance Packet
LAC 5/31/22*

**CITY OF JEFFERSON
DEMOLITION CONTRACT**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and the Ahrens Contracting, Inc., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the demolition of the following residential structure and all debris and other trash items on the lot at 413 East Capitol, 517 E Capitol, and 415 Commercial, Jefferson City, Missouri, and the proper disposal in an approved landfill.

NOW THEREFORE, the parties to this contract agree to the following:

1. Scope of Services.

Contractor agrees to perform the services related to demolition of the structure and grading of lots more particularly described in Exhibit A attached hereto. Contractor further agrees to obtain a demolition permit from the City and the Missouri Department of Natural Resources, if necessary, prior to performing any services.

2. Payment to Contractor.

The City hereby agrees to pay Contractor for work done pursuant to this contract at intervals of not less than 28 calendar days upon acceptance of said work by the Department of Planning and Protective Services, and in accordance with the rates and/or amounts of stated in the bid of the Contractor, which are by reference made part of hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. Lien releases must be provided prior to any payment being made to the Contractor. The total cost for each individual property shall not exceed the amount listed in Exhibit A. The total amount of this contract shall not exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).

3. Notice to Proceed.

Notices to Proceed shall be issued on a property-by-property basis. Contractor shall not be obligated to perform work, nor be entitled to payment, on any particular property unless the City issues a Notice to Proceed for such particular property. Contractor shall not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the time frame specified in the Notice to Proceed. If the Contractor does not receive such written Notices to Proceed within six (6) months of the date last executed by a party as indicated below and if the total amount, referenced in Paragraph 2 of this contract, does not apply or has changed, Contractor may terminate this contract.

4. Insurance.

Contractor agrees to obtain and maintain throughout the term of this contract:

- A. Workmen's Compensation. Insurance for all of its employees to be engaged in work under this contract.
- B. Contractor's Public Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo, and Contractor's Property Damage Insurance in an amount not less than \$3,000,000 for all claims arising out of a single accident or

occurrence and \$500,000 for any one person in a single accident or occurrence. City shall be named as an additional insured on such policy.

- C. Automobile Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for a one person in a single accident or occurrence. City shall be named as an additional insured on such policy.
- D. Subcontracts – In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs A, B, and C, hereof and in like amounts.
- E. Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs B and C hereof shall provide adequate protection for Contractor and its subcontracts, respectively, against damage claims which may arise from operations from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph E is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage police (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

5. Specifications, Codes and Regulations.

Contractor shall comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of the City, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

6. Asbestos Compliance.

Contractor shall comply with Missouri Air Conservation law, RSMo 643, Sections 225-250, Missouri regulations CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protections regulations.

7. Permits and Licenses.

Contractor will obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

8. Debris and Material Removal.

Contractor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in Exhibit A. Contractor shall dispose of the demolition debris in compliance with State and Federal laws.

9. Contractor's Responsibility for Subcontractors.

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

10. Termination of Contract for Cause.

If through any cause, Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of their contract, the City shall thereupon have the right to terminate this contract by giving written notice to Contractor of such terminations and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by Contractor under this contract shall, at the option of the City, become its property, and Contractors shall be entitled to receive just and equitable compensation for any work satisfactorily completed thereunder.

Notwithstanding above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of a breach of Contract by Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from Contractor is determined.

11. Termination for Convenience by the Owner.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Contractor. If this contract is terminated by the City, as provided herein, Contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Contractor, Paragraph 10 hereof to termination shall apply.

12. Owner's Right to Proceed.

In the event this contract is terminated pursuant to Paragraph 11, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

13. Indemnity.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

14. Payment for Labor and Materials.

Contractor agrees and binds itself to pay for all labor done and for all the materials used in the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to insure the payment of all materials and labor used in the performance of this contract.

15. Sales Tax Exemption.

Effective August 28, 1994, Section 144.062, RSMo allows contractors and subcontractors to purchase materials for tax exempt projects with project-specific exemption certifications approved by the Department of Revenue. The City will supply a certificate to the contractor for this project after approval is obtained from the Department of Revenue.

16. Acceptance of Final Payment as Release.

Contractor's acceptance of final payment shall be a release to the City of all claims and all liability to the Contractor.

17. Changes.

City may, at any time, request changes in the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the Contract, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City shall review and give final approval to all Change Orders.

18. Time for Completion and Liquidated Damages.

If the Contractor fails to complete the work within the contract time or extension of time granted by the City, then the Contractors may be required to pay to the City the amount of \$100.00/day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.

19. Contract Documents.

The contract documents shall consist of the following:

- a. This Contract
- b. Addenda
- c. Information for Bidders
- d. Signed Copy of Bid

20. Protection of Lives and Health.

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occurs as a result of Contractor's prosecution of the work.

Safety Training

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this section and Section 292.675, RSMo.

Notice of Penalties for failure to Provide Safety Training

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty Two Thousand Five Hundred Dollars (2,500), plus One Hundred Dollars (\$100) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day or portion thereof, such on-site employee is employed without the construction safety training required in the above paragraph.
- b. The penalty described in Subsection a of this section shall not begin to accrue until the time period described in Paragraphs b and c above have elapsed.

- c. Violations of above paragraph and imposition of the penalty described in this section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

21. Transient Employers.

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

- (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue;
- (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and
- (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security.

Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

22. Notices.

All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:
City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:
Ahrens Contracting, Inc.
Attn: Patricia Ahrens
140 Lafayette Avenue
St. Louis, MO 63104

23. Jurisdiction.

This agreement and every question arising hereunder shall be interpreted according to the laws and statutes of the State of Missouri.

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

AHRENS CONTRACTING, INC.

Carrie Tergin, Mayor

Date: _____

ATTEST:

Title:

APPROVED AS TO FORM:

City Attorney



Title:

Date: _____

ATTEST:

Title

BILL SUMMARY

BILL NO: 2022-011

SPONSOR: Councilmember Fitzwater

SUBJECT: A Construction Contract with Corrective Asphalt Materials for the 2022 Street Seal Coating Project, Project No. 32179

DATE INTRODUCED: June 6, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with Corrective Asphalt Materials in the amount of \$93,989.20 for the 2022 Seal Coating Project.

Origin of Request: City Staff

Department Responsible: Public Works

PERSON RESPONSIBLE: MATTHEW J. MORASCH, P.E./Britt E. Smith, P.E.

Background Information: This bill would authorize an agreement with Corrective Asphalt Materials of South Roxana, Illinois to complete the seal coating portion of our annual street maintenance program. The list of streets in this year's project were discussed and approval recommended by the Public Works and Planning Committee at their May meeting.

Fiscal Information:

Account	Available	Required	Remaining
45-990-577031	\$526,106.09	\$93,989.20	\$432,116.80

BILL NO. 2022-011

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, IN THE AMOUNT OF \$93,989.20 FOR THE 2022 STREET SEAL COATING PROJECT.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Authorize the Mayor and City Clerk to execute a construction contract with Corrective Asphalt Materials in the amount of \$93,989.20 for the 2022 Street Seal Coating project.

Section 2. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Cooperative Procurement – City of Moberly for Reclamite Seal
Public Works – Street Division – Opened February 15, 2022 by City of Moberly

RECOMMENDATION:

Staff recommends utilizing Corrective Asphalt Materials from South Roxana, Illinois to apply pavement seal coating to roads in Jefferson City. These services were competitively bid and advertised by the City of Moberly in February of this year. Corrective Asphalt Materials was the only bidder that bid reclamite. Their bid specifications included cooperative procurement language to allow any municipality or county within the State of Missouri to use the contract under the same terms. The City of Jefferson plans to have the reclamite pavement seal coating applied to 98,936 square yards of roads for a total cost of \$93,989.20.

BIDDERS:

Corrective Asphalt Materials, South Roxana, IL	<u>Total Bid</u> \$0.95 SY
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FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
45-990-577031	Street Resurfacing – Public Works – Sales Tax G	\$526,106.09	\$12,423.00	\$93,989.20	\$419,693.89
Bid Total				\$93,989.20	

PAST PERFORMANCE:

The City has utilized Corrective Asphalt Materials for the last two years and the vendor has provided products and services satisfactorily to the Department.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 5/13/22

City of

Moberly!

BID SHEET

Reclamite Seal*

Est. sq. yd.

50,000sq. yd.

Unit Price \$.95 (^{ninety-five}
cents) /sq. yd.

\$0.03/sy Resident Notifications (^{Three Cents})

\$0.05/sy Street Sweeping (^{Five Cents})

Restorative Seal*

Est. sq. yd.


20,000 sq. yd.

Unit Price \$ 1.35 (^{one dollar and}
^{thirty-five Cents}) /sq. yd.

\$0.03/sy Resident Notifications (^{Three cents})

\$0.07/sy Street Sweeping (^{Seven cents})

Company Name: Corrective Asphalt Materials, LLC

Signature: 

2022 Street Improvements

10Am

CITY OF MOBERLY

"BID OPENING"

Date: 2.15.2022

Corrective Asphalt Materials

CRF

\$ 1.35 sq yd

(Notifications - \$.03
St. Sweeping - \$.07)

Reclamite

\$.95 sq yd

(Notifications - \$.03
St. Sweeping - \$.05)

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

**CITY OF JEFFERSON
CONTRACT FOR CONSTRUCTION SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and Corrective Asphalt Materials, L.L.C., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the following City improvements:
2022 Street Seal Coat Project.

NOW THEREFORE, the parties to this contract agree to the following:

1. Scope of Services.

Contractor agrees to provide all supervision, labor, tools, equipment, materials and supplies for the 2022 Street Seal Coat Project, as set forth in Exhibit A. In the event of a conflict between this agreement and any attached exhibits, the provisions of this agreement shall govern and prevail.

2. Payment.

The City hereby agrees to pay Contractor the work done pursuant to this contract according to the payment schedule set forth in the contract documents upon acceptance of said work by an Agent of the City of Jefferson’s Parks and Recreation Department, and in accordance with the rates and/or amounts stated in the bid of Contractor dated May 5, 2022, which are by reference made a part hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed Ninety-Three Thousand Nine Hundred Eighty-Nine Dollars and Twenty Cents (\$93,989.20).

3. Manner and Time for Completion.

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within sixty (60) days from the date last executed by a party as indicated below.

4. Prevailing Wages.

Contractor represents that the work performed under this contract is “maintenance” and therefore not subject to the payment of prevailing wage under Missouri law. Pursuant to this representation, Contractor agrees to defend, hold harmless, and indemnify the City from any claim, cause of action, loss, damage, penalty, fine, or judgment reasonably related to City’s reliance on Contractor representation stated herein. This duty to defend, hold harmless, and indemnify shall be in addition to any other similar obligation or liability set forth or created under this contract.

5. Insurance.

Contractor shall procure and maintain at its own expense during the life of this contract:

- A. Workmen's Compensation Insurance for all of its employees to be engaged in work under this contract.
- B. Contractor's Public Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo, and Contractor’s Property Damage Insurance in

an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence.

- C. Automobile Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence.
- D. Owner's Protective Liability Insurance. The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City and the City as the insured, in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse. Such policy shall not be required if the City of Jefferson is endorsed as an additional insured under the policies described in Sub-paragraphs B and C above and such are not subject to cancellation or modification without thirty (30) days' notice to the City.
- E. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Sub-paragraphs A, B, and C hereof and in like amounts.
- F. Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs B and C hereof shall provide adequate protection for Contractor and its subcontracts, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph F is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

6. Contractor's Responsibility for Subcontractors.

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

7. Liquidated Damages.

The City may deduct Two Hundred Dollars (\$200.00) from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, as long as the City does not terminate the right of Contractor to proceed. It is further provided that Contractor shall not be charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

8. Termination.

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

9. City's Right to Proceed.

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

10. Indemnity.

To the fullest extent permitted by law, the Contractor will defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

11. Payment for Labor and Materials.

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

12. Supplies.

Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062, RSMo 1986 as amended.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. Knowledge of Local Conditions.

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. Severability.

If any section, subsection, sentence, or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorneys' fees and expenses incurred in such action.

17. Contract Documents.

The contract documents shall consist of the following:

- | | |
|----------------------------|----------------------------|
| a. This Contract | d. Notice to Bidders |
| b. Addenda | e. Signed Copy of Bid |
| c. Information for Bidders | f. Drawing and/or Sketches |

This contract and the other documents enumerated in this paragraph, form the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. Complete Understanding, Merger.

Parties agree that this document, including those documents described in the section entitled "Contract Documents", represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that either party shall seek to enforce the terms of this contract through litigation, the prevailing party in such action shall be entitled to receive, in addition to any other relief, its reasonable attorneys' fees, expenses and costs.

20. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. Waiver of Breach.

Failure to insist upon strict compliance with any of the terms, covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. Assignment.

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. Nondiscrimination.

Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any

employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

24. Illegal Immigration.

Prior to commencement of the work:

- a. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- b. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. If Contractor is a sole proprietorship, partnership, or limited partnership, Contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. Construction Safety Program Requirements.

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

26. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:
City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:
Corrective Asphalt Materials, LLC
Attn: Colleen West
300 Daniel Boone Trail
South Roxana, IL 62087

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

Carrie Tergin, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

CORRECTIVE ASPHALT MATERIALS



Title: manager

Date: 5/25/22

ATTEST:



Title: _____



Exhibit A

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

May 5, 2022

Britt E. Smith, PE, F.NSPE
Operation Division Director
Department of Public Works
Jefferson City, Missouri
573-634-6450
bsmith@jeffersoncitymo.gov

Dear Britt

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist in the City of Jefferson City road maintenance program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- Apply Reclamite to 98,936 SY of selected asphalt pavement per the specifications set forth in the Moberly Cooperative agreement
- CAM's responsibilities:
 - Furnish and apply Reclamite
 - Furnish and apply lime screenings
 - All traffic control and signs related to project
 - Handle any complaints or issues that may arise from application
- Unit Price Reclamite: \$0.95 SY
- Total Price \$93,989.20

****City to do all resident notifications and all street sweeping****

Mike Sumrall, Operations Manager will be contacting you to schedule the project.
Info: mike@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____
Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Michael Sumrall
Operations Manager

Colleen West
Business Development

APPROVED BY:

Sign

Date

<https://correctiveasphalt.com>

Reliable, Efficient Asphalt Preservation

BILL SUMMARY

BILL NO: 2022-012

SPONSOR: Councilmember Fitzwater

SUBJECT: A Construction Contract with Donelson Construction Company, LLC for the 2022 Micro Surfacing, Project No. 32178

DATE INTRODUCED: June 6, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with, Donelson Construction Company, LLC in the amount of \$202,735.57 for the 2022 Micro Surfacing project.

Origin of Request: City Staff

Department Responsible: Public Works

PERSON RESPONSIBLE: MATTHEW J. MORASCH, P.E./David Bange, P.E.

Background Information: The City is looking to maintain the integrity of our asphalt streets by treating them with "PressurePave" pavement/crack filling products. This contract will make use of the cooperative procurement agreement that was approved by Greene County. We plan for the "PressurePave" product to be applied to 25,624 square yards of street for a total cost of \$202,735.57. Funding for this project will come from the Street Resurfacing account of Sales tax G.

Fiscal Information:

Account	Available	Required	Remaining
45-990-577031	\$419,696.09	\$202,735.57	\$216,960.52

BILL NO. 2022-012

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, IN THE AMOUNT OF \$202,735.57 FOR THE 2022 MICRO SURFACING PROJECT.

WHEREAS, Donelson Construction Company, LLC through cooperative procurement has become the apparent lowest and best bidder on the 2022 Micro Surfacing project;

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Donelson Construction Company, LLC through the cooperative procurement process is hereby accepted for the 2022 Micro Surfacing project.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Donelson Construction Company, LLC for the 2022 Micro Surfacing project.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

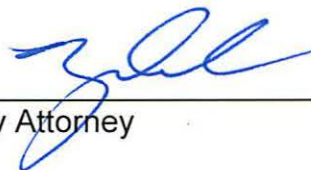
Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Cooperative Procurement/Sole Source – County of Greene for PressurePave
Public Works – Street Division – Awarded 1/3/2017 and amended 4/18/2022 by
Greene County

RECOMMENDATION:

Staff recommends utilizing Donelson Construction Company from Clever, Missouri to apply their “PressurePave” pavement/crack filling products to roads in Jefferson City. These services were deemed a sole source and advertised by the County of Greene in January of 2017 and approved as a sole source/cooperative procurement by City Council on August 2, 2021. The contract has been amended and has been extended until December 31, 2022. Their bid specifications included cooperative procurement language to allow any municipality or county within the State of Missouri to use the contract under the same terms. The City of Jefferson plans to have the PressurePave seal coating applied to 25,624 square yards of roads for a total cost of \$202,735.57.

BIDDERS:

Donelson Construction Company, Clever, MO	<u>Total Bid</u>
	\$1.25 per sy – PressurePave
	\$5.53 per sy – MAQS – 2 Scratch
	\$5.53 per sy – MAQS - 2

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
45-990-577031	Street Resurfacing – Public Works – Sales Tax G	\$526,106.09	\$102,412.20*	\$202,735.57	\$216,958.32
Bid Total					

*Includes the \$93,989.20 to be encumbered with Corrective Asphalt if approved by City Council

PAST PERFORMANCE:

The City has utilized Donelson Construction Company, LLC last year and the vendor has provided products and services satisfactorily to the Department.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 5/25/22



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0788

TITLE: Modified Aggregate Quick Set (MAQS)

CONTACT: Tami Greene

PHONE: (417)868-4018

E-MAIL: TGreen@greencountymo.gov

AMENDMENT ISSUE DATE: 04-13-2022

AMENDMENT NUMBER 7 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 7 to Agreement for Contract Services (the "Seventh Amendment") is made and entered into as of April 13, 2022 by and between the County of Greene, ("County") and Donelson Construction, LLC. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0788 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from December 27, 2021 to May 1, 2023.
 2. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
 3. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By:

Date:

By:

Date:

DONELSON CONSTRUCTION LLC

By:


Title:

By:

Title:

Date:

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 anticipated revenue appropriated for payment of same.


Auditor Certification
4/13/2022
Date



**Construction
Company, LLC**

EXHIBIT I

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

April 12, 2022

Greene County Highway Department
Springfield, MO

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (MAQS®) Surfacing System, and related services. US Patents 7,312,262B2, 9,260,826B2, 9,879,387B2, 11,060,248B2, 8,033,775B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. These prices are valid within Greene County and the City of Springfield. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-1 (One lift, 12-15 pounds per square yard)...\$3.04 per square yard (non-residential)
\$3.63 per square yard (residential)
MAQS-1+ (One lift, 15-18 pounds per square yard)...\$3.46 per square yard (non-residential)
\$3.88 per square yard (residential)

MAQS-2 (One lift, 17-21 pounds per square yard)...\$3.82 per square yard (non-residential)
\$4.11 per square yard (residential)
MAQS-2+ (One lift, 21-25 pounds per square yard)...\$4.35 per square yard (non-residential)
\$4.60 per square yard (residential)

MAQS-3 (One lift, 25-30 pounds per square yard)...\$4.64 per square yard (non-residential)
\$4.97 per square yard (residential)

MAQS-FlexScratch (leveling course/crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.40 per pound installed

MAQS-ChipLock and MAQS-ChipLock-AF...
\$4.70 per gallon plus \$0.95 per square yard (non-residential)
or \$1.75 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$4.10 per pound installed

Cold mix asphalt...\$61.00 per ton FOB Clever Stone Quarry

Respectfully Submitted,

Michael J. Donelson
Owner

EXHIBIT I



**Construction
Company, LLC**

1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

2022 Greene County Cooperative Agreement Pricing - Other Agencies

	<u>Modified Aggregate</u>		<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
	<u>Quick Set (per yd²)</u>			
Level 1	MAQS - 1	\$ 3.91		
	MAQS - 1 +	\$ 4.15		
	MAQS - 2	\$ 4.39	\$1.25 per yd ²	\$1.11 per yd ²
	MAQS - 2 +	\$ 4.85		
	MAQS - 3	\$ 5.28		
	MAQS - FlexScratch (Same prices as above)			
Level 2	MAQS - 1	\$ 4.17		
	MAQS - 1 +	\$ 4.46		
	MAQS - 2	\$ 4.65	\$1.25 per yd ²	\$1.11 per yd ²
	MAQS - 2 +	\$ 5.05		
	MAQS - 3	\$ 5.42		
	MAQS - FlexScratch (Same prices as above)			
Level 3	MAQS - 1	\$ 4.49		
	MAQS - 1 +	\$ 4.75		
	MAQS - 2	\$ 4.97	\$1.25 per yd ²	\$1.11 per yd ²
	MAQS - 2 +	\$ 5.45		
	MAQS - 3	\$ 5.88		
	MAQS - FlexScratch (Same prices as above)			
Level 4	MAQS - 1	\$ 4.85		
	MAQS - 1 +	\$ 5.08		
	MAQS - 2	\$ 5.28	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 +	\$ 5.64		
	MAQS - 3	\$ 6.00		
	MAQS - FlexScratch (Same prices as above)			
Level 5	MAQS - 1	\$ 5.09		
	MAQS - 1 +	\$ 5.31		
	MAQS - 2	\$ 5.53	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 +	\$ 5.94		
	MAQS - 3	\$ 6.35		
	MAQS - FlexScratch (Same prices as above)			
Level 6	MAQS - 1	\$ 5.22		
	MAQS - 1 +	\$ 5.54		
	MAQS - 2	\$ 5.85	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 +	\$ 6.28		
	MAQS - 3	\$ 6.70		
	MAQS - FlexScratch (Same prices as above)			



Ph: (417) 743-2694

Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

May 11, 2022

Britt Smith
City of Jefferson City
320 E. McCarty St
Jefferson City, MO 65101

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$5.53
MAQS®-2	\$5.53

Nob Hill Rd	From:	Fairway Dr	To:	south concrete	Yd2:	6,157
MAQS-PressurePave®-	\$7,696.25				Scratch yd2:	-
MAQS®-2 Scratch	\$0.00					
MAQS®-2	\$34,048.21					
Total	\$41,744.46					

Foxboro Dr	From:	Nob Hill Rd	To:	west concrete	Yd2:	995
MAQS-PressurePave®-	\$1,243.75				Scratch yd2:	-
MAQS®-2 Scratch	\$0.00					
MAQS®-2	\$5,502.35					
Total	\$6,746.10					

Sherwood Dr	From:	north concrete	To:	south end	Yd2:	5,257
MAQS-PressurePave®-			\$6,571.25		Scratch yd2:	249
MAQS®-2 Scratch			\$1,376.97			
MAQS®-2			\$29,071.21			
Total			\$37,019.43			

Taylors Ridge Ct	From: Sherwood Dr	To: west RAB	Yd2: 2,567
MAQS-PressurePave®-		\$3,208.75	
MAQS®-2 Scratch		\$525.35	Scratch yd2: 95
MAQS®-2		\$14,195.51	
Total		\$17,929.61	

Tyler Run Ct	From: Sherwood Dr	To: east RAB	Yd2: 1,967
MAQS-PressurePave®-		\$2,458.75	
MAQS®-2 Scratch		\$4,899.58	Scratch yd2: 886
MAQS®-2		\$10,877.51	
Total		\$18,235.84	

Graystone Dr	From: west concrete	To: Gettysburg Pl	Yd2: 3,943
MAQS-PressurePave®-		\$4,928.75	
MAQS®-2 Scratch		\$3,876.53	Scratch yd2: 701
MAQS®-2		\$21,804.79	
Total		\$30,610.07	

Shanon Dale Ct	From: Graystone Dr	To: north RAB	Yd2: 2,317
MAQS-PressurePave®-		\$2,896.25	
MAQS®-2 Scratch		\$331.80	Scratch yd2: 60
MAQS®-2		\$12,813.01	
Total		\$16,041.06	

Gettysburg Pl	From: Hollow	To: south CDS	Yd2: 8,082
MAQS-PressurePave®-		\$10,102.50	
MAQS®-2 Scratch		\$12,719.00	Scratch yd2: 2,300
MAQS®-2		\$44,693.46	
Total		\$67,514.96	

Antietam Ct	From: Gettysburg Pl	To: east CDS	Yd2: 1,491
MAQS-PressurePave®-		\$1,863.75	
MAQS®-2 Scratch		\$5,275.62	Scratch yd2: 954
MAQS®-2		\$8,245.23	
Total		\$15,384.60	

GRAND TOTAL: \$251,226.13

- 48,490.56
202,735.57

**CITY OF JEFFERSON
CONTRACT FOR CONSTRUCTION SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and Donelson Construction Company, L.L.C., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies for the following City improvements: **PressurePave services for nine (9) properties.**

NOW THEREFORE, the parties to this contract agree to the following:

1. Scope of Services.

Contractor agrees to provide all supervision, labor, tools, equipment, materials and supplies for PressurePave services for nine (9) properties, as set forth in Exhibit A. In the event of a conflict between this agreement and any attached exhibits, the provisions of this agreement shall govern and prevail.

2. Payment.

The City hereby agrees to pay Contractor the work done pursuant to this contract according to the payment schedule set forth in the contract documents upon acceptance of said work by an Agent of the City of Jefferson’s Public Works Department, and in accordance with the rates and/or amounts stated in the bid of Contractor dated May 25, 2022, which are by reference made a part hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed Two Hundred Two Thousand Seven Hundred Thirty-Five Dollars and Fifty-Seven Cents (\$202,735.57).

3. Manner and Time for Completion.

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within one (1) year from the date last executed by a party as indicated below.

4. Prevailing Wages.

Contractor represents that the work performed under this contract is “maintenance” and therefore not subject to the payment of prevailing wage under Missouri law. Pursuant to this representation, Contractor agrees to defend, hold harmless, and indemnify the City from any claim, cause of action, loss, damage, penalty, fine, or judgment reasonably related to City’s reliance on Contractor representation stated herein. This duty to defend, hold harmless, and indemnify shall be in addition to any other similar obligation or liability set forth or created under this contract.

5. Insurance.

Contractor shall procure and maintain at its own expense during the life of this contract:

- A. Workmen's Compensation Insurance for all of its employees to be engaged in work under this contract.
- B. Contractor's Public Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo, and Contractor’s Property Damage Insurance in

- an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence.
- C. Automobile Liability Insurance in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence.
 - D. Owner's Protective Liability Insurance. The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City and the City as the insured, in an amount not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$500,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse. Such policy shall not be required if the City of Jefferson is endorsed as an additional insured under the policies described in Sub-paragraphs B and C above and such are not subject to cancellation or modification without thirty (30) days' notice to the City.
 - E. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Sub-paragraphs A, B, and C hereof and in like amounts.
 - F. Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs B and C hereof shall provide adequate protection for Contractor and its subcontracts, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph F is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by Contractor.

6. Contractor's Responsibility for Subcontractors.

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

7. Liquidated Damages.

The City may deduct Two Hundred Dollars (\$200.00) from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, as long as the City does not terminate the right of Contractor to proceed. It is further provided that Contractor shall not be charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

8. Termination.

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

9. City's Right to Proceed.

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

10. Indemnity.

To the fullest extent permitted by law, the Contractor will defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

11. Payment for Labor and Materials.

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

12. Supplies.

Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062, RSMo 1986 as amended.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. Knowledge of Local Conditions.

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. Severability.

If any section, subsection, sentence, or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorneys' fees and expenses incurred in such action.

17. Contract Documents.

The contract documents shall consist of the following:

- | | |
|----------------------------|----------------------------|
| a. This Contract | d. Notice to Bidders |
| b. Addenda | e. Signed Copy of Bid |
| c. Information for Bidders | f. Drawing and/or Sketches |

This contract and the other documents enumerated in this paragraph, form the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. Complete Understanding, Merger.

Parties agree that this document, including those documents described in the section entitled "Contract Documents", represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that either party shall seek to enforce the terms of this contract through litigation, the prevailing party in such action shall be entitled to receive, in addition to any other relief, its reasonable attorneys' fees, expenses and costs.

20. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. Waiver of Breach.

Failure to insist upon strict compliance with any of the terms, covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. Assignment.

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. Nondiscrimination.

Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any

employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

24. Illegal Immigration.

Prior to commencement of the work:

- a. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- b. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. If Contractor is a sole proprietorship, partnership, or limited partnership, Contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. Construction Safety Program Requirements.

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

26. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:
City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:
Donelson Construction Company, LLC
Attn: Bryant Donelson
1075 Wise Hill Road
Clever, MO 65631

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

**DONELSON CONSTRUCTION
COMPANY, LLC**


Carrie Tergin, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Title:

Date: _____

ATTEST:

Title:

Exhibit A



Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

May 25, 2022

Britt Smith
City of Jefferson City
320 E. McCarty St
Jefferson City, MO 65101

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$5.53
MAQS®-2	\$5.53

Sherwood Dr	From:	north concrete	To:	south end	Yd2:	5,257
MAQS-PressurePave®-				\$6,571.25		
MAQS®-2 Scratch				\$1,376.97	Scratch yd2:	249
MAQS®-2				\$29,071.21		
Total				\$37,019.43		

Taylor's Ridge Ct	From:	Sherwood Dr	To:	west RAB	Yd2:	2,567
MAQS-PressurePave®-				\$3,208.75		
MAQS®-2 Scratch				\$525.35	Scratch yd2:	95
MAQS®-2				\$14,195.51		
Total				\$17,929.61		

Tyler Run Ct	From:	Sherwood Dr	To:	east RAB	Yd2:	1,967
MAQS-PressurePave®-				\$2,458.75		
MAQS®-2 Scratch				\$4,899.58	Scratch yd2:	886
MAQS®-2				\$10,877.51		
Total				\$18,235.84		

Graystone Dr	From:	west concrete	To:	Gettysburg Pl	Yd2:	3,943
MAQS-PressurePave®-					Scratch yd2:	701
MAQS®-2 Scratch	\$4,928.75					
MAQS®-2	\$3,876.53					
Total	\$21,804.79					
	\$30,610.07					

Shanon Dale Ct	From:	Graystone Dr	To:	north RAB	Yd2:	2,317
MAQS-PressurePave®-			\$2,896.25		Scratch yd2:	60
MAQS®-2 Scratch			\$331.80			
MAQS®-2			\$12,813.01			
Total			\$16,041.06			

Gettysburg Pl	From:	Hollow	To:	south CDS	Yd2:	8,082
MAQS-PressurePave®-			\$10,102.50		Scratch yd2:	2,300
MAQS®-2 Scratch			\$12,719.00			
MAQS®-2			\$44,693.46			
Total			\$67,514.96			

Antietam Ct	From:	Gettysburg Pl	To:	east CDS	Yd2:	1,491
MAQS-PressurePave®-	\$1,863.75				Scratch yd2:	954
MAQS®-2 Scratch	\$5,275.62					
MAQS®-2	\$8,245.23					
Total	\$15,384.60					

GRAND TOTAL: \$202,735.57

EXHIBIT A

Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

May 25, 2022

Britt Smith
City of Jefferson City
320 E. McCarty St
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MAQS®-2				\$29,071.21		
Total				\$37,019.43		

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Total				\$18,235.84		

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Total				\$30,610.07		

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MAQS®-2				\$12,813.01		
Total				\$16,041.06		

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MAQS®-2 Scratch				\$12,719.00	Scratch yd2:	2,300
MAQS®-2				\$44,693.46		
Total				\$67,514.96		

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MAQS®-2 Scratch				\$5,275.62	Scratch yd2:	954
MAQS®-2				\$8,245.23		
Total				\$15,384.60		

GRAND TOTAL: \$202,735.57

BILL SUMMARY

BILL NO: 2022-013

SPONSOR: Councilmember Fitzwater

SUBJECT: A Construction Contract with Jefferson Asphalt for the 2022 Mill and Overlay, Project No. 32177, Bid No. IFB4042

DATE INTRODUCED: June 6, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: When approved, this bill will authorize a contract with Jefferson Asphalt in the amount of \$831,178.50 for the 2022 Mill and Overlay.

Origin of Request: City Staff

Department Responsible: Public Works

PERSON RESPONSIBLE: MATTHEW J. MORASCH, P.E./David Bange, P.E.

Background Information: This bill would authorize an agreement with Jefferson Asphalt Company of Jefferson City to complete our annual street resurfacing project. The list of streets in this year's project was discussed and approval recommended by the Public Works and Planning Committee. However, due to cost escalation, the current budget does not permit doing the full project. Staff has removed two streets each from the overlay and micro surface projects in order to bring the projects within the current budget with the intent of doing these streets in future years. Those changes are noted on the attached revised schedule of work. In order to restore those streets to the projects, an additional \$246,979.06 would need to be allocated to the project. Funding for this project will come from the remainder of the street resurfacing funds in Sales Tax G and a portion of the same funds from Sales Tax H.

Fiscal Information:

Account	Available	Required	Remaining
45-990-577031	\$216,960.52	\$216,958.32	\$0.00
46-990-577031	\$690,000.00	\$614,217.98	\$75,782.02

BILL NO. 2022-013

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH JEFFERSON ASPHALT, IN THE AMOUNT OF \$831,178.50 FOR THE 2022 MILL AND OVERLAY PROJECT.

WHEREAS, Jefferson Asphalt has become the apparent lowest and best bidder on the 2022 Mill and Overlay project.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. The bid of Jefferson Asphalt is declared to be the lowest and best bid and is hereby accepted for the 2022 Mill and Overlay project.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Jefferson Asphalt for the 2022 Mill and Overlay project.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

Preliminary Street Overlay List Summary
Dated Revised: May 25, 2022

	LOCATION	Planned Year	WARD	NEW TO LIST	FROM	TO	Lane Miles	COST
2022 Micro Surface List	Antietam Ct.	2022	4	Y	Gettysburg Pl	End	0.17	
	Foxboro	2023	4	Y	Nob Hill	Concrete	0.15	
	Gettysburg Pl	2022	4		Shermans Hollow	End	1.12	
	Greystone Dr	2022	4		Concrete	Gettysburg PL	0.64	
	Nob Hill	2023	4		Fairway Dr.	Concrete	0.93	
	Shanon Dale Ct	2022	4		Greystone Dr	End	0.34	
	Sherwood Dr	2022	4		Concrete	End	0.84	
	Taylor's Ridge Ct	2022	4		Sherwood Dr	End	0.32	
	Tylers Run Ct	2022	4		Sherwood Dr	End	0.27	
					Sub-Total		3.68	\$202,736
2022 Street Overlay List	Norris Dr.	2022	3		Boonville Road	Concrete	0.65	
	Truman Blvd	2022	3		Amazonas Dr.	Ventura Dr.	0.23	
	Truman Blvd	2022	3		N Ten Mile Dr.	Scott Station Rd.	2.73	
	Truman Blvd	2022	3		Scott Station Rd.	Amazonas Dr	0.53	
	Truman Blvd	2022	3		Ventura Dr.	W Truman Pl (P)	0.56	
	Truman Blvd	2022	3	Y	W Truman Pl (P)	Country Club Dr.	0.78	
	Buehrle Dr.	2022	4	Y	Satinwood Dr.	Edgewood Dr.	1.27	
	Dogwood Dr.	2022	4	Y	Buehrle Dr.	Edgewood Dr.	0.39	
	Dogwood Dr.	2022	4	Y	Stadium Blvd.	Buehrle Dr.	0.18	
	Lynnwood Dr.	2022	4		Stadium Blvd.	Buehrle Dr.	0.27	
	Melody Dr.	2022	4	Y	Satinwood Dr.	Pondarosa Rd.	0.73	
	Pondarosa Rd.	2022	4	Y	Buehrle Dr.	Edgewood Dr.	0.38	
	Swifts Hwy.	2023	4		Edgewood Dr.	Southwest Blvd.	0.56	
	Ellis Blvd	2023	5		Greenberry Rd.	Rosewood Dr.	1.97	
	Greenberry Rd.	2022	5		Ellis Blvd.	City Limits	1.41	
					Sub-Total		10.11	\$831,179
2022 Street Seal Coat List (Streets Overlay in 2021)	Armory Alley	2022	2		St. Marys Blvd	End of City Maint.	0.12	
	Armory Dr.	2022	2		St. Marys Blvd	End of City Maint.	0.17	
	Ashley St.	2022	2		Madison St.	Jefferson St.	0.22	
	Broadway St.	2022	2		W. Main St.	W. High St.	0.51	
	Cherry St.	2022	2		Miller St.	McCarty St.	0.19	
	Chestnut St.	2022	2		Bridge (MoDOT)	McCarty St.	0.21	
	High St	2022	2		Jefferson St.	Washington St.	0.41	
	High St	2022	2		Washington St.	Broadway St.	0.30	
	Miller St. E.	2022	2		Cherry St.	Laffayette	0.30	
	Miller St. E.	2022	2		Chestnut St.	Cherry St.	0.16	
	Miller St. E.	2022	2		Clark Ave	Chestnut St.	0.83	
	St Marys Blvd	2022	2		Armory Dr	Gipfert Ln	1.24	
	St Marys Blvd	2022	2		Gipfert Ln	Dead End	1.20	
	Williams St.	2022	2		Dix Rd	Beck St.	0.24	
	Industrial Dr	2022	3		Dix Rd	Wilson Dr.	0.99	
	Industrial Dr	2022	3		Norman Dr.	Jaycee Dr.	1.59	
	Industrial Dr	2022	3		Wilson Dr.	Norman Dr.	1.24	
	Meadow Brook Ct.	2022	3		Rock Creek Terr.	Dead End	0.22	
	Meadow Brook Dr.	2022	3		Meadow Brook Ct.	Valley View Terr.	0.29	
	Rock Creek Terr.	2022	3		Valley Park Dr.	Meadow Brook Ct.	0.37	
	Valley Park Dr.	2022	3		Country Club Dr.	Valley View Terr.	0.57	
	Valley View Ct.	2022	3		Valley View Terr.	Dead End	0.58	
	Valley View Terr.	2022	3		Valley View Ct.	Dead End	0.89	
	Clover Ln	2022	5		Payne St.	Greenmeadow	0.16	
	Green Meadow Dr.	2022	5		Whitney Woods Dr.	North End	1.68	
	Payne St.	2022	5		Greenberry Rd.	Brookside Dr.	0.65	
					Sub-Total		15.33	\$93,987
					Yearly Total		29.13	\$1,127,901

Street removed from this year's work plan for budget reasons.

Preliminary Street Overlay List Summary
Dated Revised: May 25, 2022

	LOCATION	Planned Year	WARD	NEW TO LIST	FROM	TO	Lane Miles	COST
2023 Preliminary Micro	Mercedes Ln.	2023	3		Schumate Chapel Rd.	Schumate Chaple Rd.	0.60	
	Pinehurst Ct.	2023	4		Turnberry Dr.	End	0.26	
	Turnberry Ct.	2023	4		Turnberry Dr	End	1.39	
	Turnberry Dr	2023	4		Willow Lake Ct.	Turnberry Dr	1.25	
	Willow Lake Ct.	2023	4		Turnberry Dt.	End	0.19	
2023 Preliminary Street Overlay List	Hough St.	2023	1		Grant St.	Riverside Dr.	1.18	
	S. Lincoln St.	2023	1	Y	McCarty St.	Hough Park Rd.	0.56	
	Willconxon Dr	2023	1				0.36	
	Binder Dr.	2023	3		Oakview Dr.	Livingston St.	1.08	
	Hillsdale Dr.	2023	3		Oakview Dr.	Binder Dr.	0.31	
	Marilynn Dr.	2023	3		Binder Dr.	Forest Hill Ave.	0.81	
	Oakview Dr.	2023	3		Binder Dr.	Marilyn St.	0.57	
	Schumate Chapel Rd.	2023	3		Truman Blvd.	Unilever Entrance	0.27	
	Schumate Chapel Rd.	2023	3	Y	Unilever Entrance	City Limits	1.04	
	Willow St.	2023	3		W. Main St.	Belair Dr.	0.28	
	Bassman Rd.	2023	4	Y	Westwood Dr.	Southwest Blvd.	0.40	
	Crestmere Ct.	2023	4		Westwood Dr.	Parkway Rd. N.	0.51	
	Eagle Trace	2023	4		End	End	0.43	
	Glenwood Dr.	2023	4		Crestmere Ct.	Southwest Blvd.	0.34	
	Oak Leaf Dr.	2023	4	Y	Jefferson St.	Red Oak Dr.	0.24	
	Overlook Dr.	2023	4		Route C	Cedar Hill Rd	1.18	
	Parkway Rd. E.	2023	4	Y	Parkway Rd. N.	Glenwood Dr.	0.13	
	Parkway Rd. N.	2023	4	Y	Crestmere Ct.	Parkway Rd. E.	0.12	
	Red Oak Dr.	2023	4	Y	Southridge Dr.	Oak Leaf Dr.	0.47	
	Stone Briar Rd	2023	4	Y	Turnberry Dr.	Eagle Trace	0.15	
	Sun Meadow Ln.	2023	4	Y	Overlook Dr. South End	Overlook Dr. North End	0.36	
	Turnberry Dr.	2023	4	Y	Country Club	Willow Lake Ct.	1.25	
	Westwood Dr.	2023	4	Y	Tower Dr.	Southwest Blvd.	0.68	
	Westwood Dr.	2023	4	y	Woodclift Dr.	Tower Dr.	0.39	
	Windsor St.	2023	4	Y	Westwood Dr.	Tower Dr.	0.31	
	Bluebird Ln	2023	5				0.53	
	Dixon	2023	5	Y	Greenberry Rd.	Hough Park Rd.	0.74	
	Flamingo Rd	2023	5	Y			0.40	
	Idlewood Rd	2023	5	Y	Bluebird	Meadowlark Ln	0.28	
	Idlewood Rd	2023	5	Y	Idlewood Ct	Bluebird	1.05	
	Meadowlark Ln	2023	5	Y			0.60	
	Starling Dr.	2023	5	Y			0.57	
Yearly Estimated Total							21.27	\$1,466,557.43

Preliminary Street Overlay List Summary
Dated Revised: May 25, 2022

LOCATION	Planned Year	WARD	NEW TO LIST	FROM	TO	Lane Miles	COST
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2024 Preliminary Street Maintenance List

Camzie Dr.	2024	5	Y	Iven Rd.	Hoffman Dt.	0.69	
Hoffman Dr.	2024	5	Y	Concrete	End	0.25	
Bellevue Ct	2024	2	Y	Hawthorne Parkway	End	0.14	
Darlene Dr	2024	2	Y	Linden Dr	Pamela Dr.	0.57	
Dix Rd.	2024	2	Y	Industrial Dr.	W. Main St	0.60	
Hawthorne Parkway	2024	2	Y	Linden Dr	Bellevue Ct	0.19	
Holly Dr	2024	2	Y	Linden Dr	Minnesota Ave	0.36	
Indiana Ave	2024	2	Y	Nebraska Ave	End	0.19	
Indiana/Minnesota Ave	2024	2	Y	Minnesota Ave	Indiana Ave	0.10	
Jefferson St.	2024	2	Y	Asheley St	Atchison St	0.29	
Jefferson St.	2024	2		Atchison St.	Hwy 54 Bridge	0.99	
Jefferson St.	2024	2		Dunklin St.	Ashley St	0.52	
Jefferson St.	2024	2		Expressway	Dunklin St.	0.34	
Jefferson St.	2024	2	Y	Hwy 54 Bridge	Stadium Blvd	0.13	
Laurel Dr	2024	2	Y	Linden Dr	Minnesota Ave	0.31	
Linden Dr	2024	2	Y	Filmore St.	Darlene Dr.	0.82	
Madison St.	2024	2	Y	Ashley St.	Atchison St	0.32	
Madison St.	2024	2	Y	Atchison St.	Franklin St.	0.63	
Madison St.	2024	2	Y	Concrete	Ashley St	0.19	
Madison St.	2024	2	Y	Franklin St.	Hwy 54 On Ramp	0.45	
Minnesota Ave	2024	2	Y	Indiana/Minnesota Ave	End	0.20	
Boonville Rd.	2024	3	Y	Belmont Dr.	Hwy 179	2.14	
Boonville Rd.	2024	3	Y	Livingston	Belmont Dr.	1.66	
Boonville Rd.	2024	3	Y	W. Main St.	Livingston St.	2.05	
Brookgreen Dr.	2024	5		Cimarron Dr.	End	0.31	
Carousel Dr.	2024	5		Merlin Dt.	Tanner Bridge Rd	0.41	
Cimarron Dr.	2024	5		Tanner Bridge Rd	Brookgreen Dr.	0.64	
Field Haven Dr.	2024	5		Knight Valley Dr.	Park Crest Dr.	0.15	
Hoffman Dt.	2024	5		Tanner Bridge Rd	Iven Rd.	0.54	
Iven Rd.	2024	5		Hoffman Dr.	End	0.50	
King Arthur Dr.	2024	5		Carousel Dr.	End	0.18	
Knight Valley Dr.	2024	5		Carousel Dr.	Field Haven Dr.	0.45	
Knight Valley Dr.	2024	5		Field Haven Dr.	Concrete	0.11	
Merlin Dr.	2024	5		Cimarron Dr.	Carousel Dr.	0.76	
Park Crest Dr.	2024	5		Field Haven Dr.	Hoffman Dt.	0.51	
Yearly Estimated Total						18.72	\$1,485,198.63

2025 Preliminary Street Maintenance List

Hillsdale Dr.	2025	3		Binder Dr.	Belair Dr.	0.74	
Industrial Dr	2025	2		Argonne St.	Hughes St.	0.90	
Industrial Dr	2025	2		Hart St.	Argonne St.	0.82	
Industrial Dr	2025	2		McCarty St.	Hart St.	1.16	
High St	2025	1		Lafayette St.	Jackson St.	0.71	
Atchison St.	2025	2		Adams St.	Jackson St.	0.19	
Carter	2025	2		Swifts Hwy	Stadium	0.58	
High St	2025	2		Broadway St.	Viaduct	0.44	
High St	2025	2		Jackson St.	Adams St.	0.39	
Belair Dr.	2025	3		Twin Hills	Boonville Rd	0.95	
Eastern Air	2025	3		Southern Air	Airview Dr.	0.28	
Jaycee Dr.	2025	3		Industrial Dr.	W. Main St	0.38	
Jaycee Dr.	2025	3		Industrial Dr.	Schellridge Rd. East	1.21	
Royal Air Dr.	2025	3		Belair Dr.	Airview Dr.	0.26	
Twin Hill Rd.	2025	3		Belair Dr.	Sue Dr.	1.02	
Holiday Dr.	2025	5		Chestnut St.	End	0.20	
Isom Dr.	2025	5		Hough Park Rd	Major Dr.	0.31	
Jobe	2025	5		Hough Park Rd	Cul-de-sac	0.53	
Kolb Dr	2025	5		Hough Park Rd	Major Dr.	0.33	
Major Dr.	2025	5		Hough Park Rd.	Kolb Dr.	0.61	
Winston Ct.	2025	5		Chestnut St.	End	0.28	
Winston Dr.	2025	5		Holiday Dr.	Hough Park Rd.	1.49	
Yearly Estimated Total						13.77	\$1,082,301.40

Total 4 Year Program Estimated Cost **\$5,161,958.31**

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid IFB4042 – Project 32177, 2022 Mill and Overlay
All City, Opened May 24, 2022

RECOMMENDATION:

Staff recommends the award of bid IFB4042 to Jefferson Asphalt of Jefferson City, MO for Project 32177, 2022 Mill and Overlay. Jefferson Asphalt was the only bid received at \$1,029,667.00. The quantities have been reduced due to the increase in cost to meet budgetary needs. The amount to be expended is \$831,178.50.

BIDS RECEIVED:

	<u>Bid Amount</u>
Jefferson Asphalt, Jefferson City, MO	\$1,029,667.00

This bid was advertised in the News Tribune on 05/08/2022 and posted on Bonfire. Bid notifications were sent to 400 vendors of which 15 were recommended vendors.

Bids were evaluated by the Public Works Department and Jefferson Asphalt's bid was determined to be acceptable.

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
45-990-577031	Street Resurfacing, Capital Projects - Sales Tax G	\$526,106.09	\$309,147.77*	\$216,958.32	\$0
46-990-577031	Street Resurfacing, Capital Projects - Sales Tax H	\$690,000.00	\$0	\$614,220.18	\$75,779.82
Bid Total				\$831,178.50	

*Includes \$93,989.20 and \$202,735.57 to be encumbered with Corrective Asphalt and Donelson Construction plus \$12,423.00 previously encumbered/expended.

PAST PERFORMANCE

The vendors have satisfactorily provided materials as specified and bid during previous years.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 5/31/22

Page 1
 Date: 24/05/2022
 Bid No.

**CITY OF JEFFERSON
 BID TABULATION
 2022 MILL AND OVERLAY
 PROJECT NO. 32177**

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Jefferson Asphalt Company		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
1	Cold Milling - Asphalt	SY	81636	\$2.25	\$183,681.00	\$2.75	\$224,499.00				
2	Bituminous Pavement - BP-1	Tons	7742	\$83.00	\$642,586.00	\$104.00	\$805,168.00				
TOTAL BASE BID					\$826,267.00		\$1,029,667.00				
% OVER/UNDER ENGINEER'S EST.							24.6%				



Department of Public Works

Memorandum

320 E. McCarty Street • Jefferson City, Missouri 65101 • P 573-634-6410 • F 573-634-6562 • www.jeffcitymo.org

Date: May 31, 2022

To: Leigh Ann Corrigan, Purchasing Director, Finance

From: David Bange, City Engineer *DPB*

Subject: **2022 Mill and Overlay**
Project No. 32177
Bid No. 4042

Public Works has completed a review of the bids opened at 1:30 P.M. on May 24, 2022 for the above noted project. As part of the review all the bids were tabulated to check for math errors and to compare unit price quotes of the various contractors. Attached to this memo is the tabulation of the One (1) bid that was received for the project, as well as a listing of the registered plan holders.

Based on our review, we recommend acceptance of the bid from the low bidder Jefferson Asphalt. The Overall cost of the bid exceeds the funding available which has led to a reduction in the overall quantities. Item #1 was reduced by 20,102 square yards and Item #2 was reduced by 1,377 Tons. This reduction in quantity reduces the overall proposed contract price to \$831,178.50.

The project will be expensed as follows:

Jefferson Asphalt (\$831,178.50):

Account Number:	Amount Available:	Required:	Remaining:
45-990-577031	\$216,960.52	\$216,960.52	\$0.00
46-990-577031	\$690,000.00	\$614,217.98	\$75,782.02

If you need any other information please feel free to contact me at extension 6433.

DB:db

Attachments: Bid Tabulation Sheet, Plan Holders List

cc: Project file
Writer's file

**CITY OF JEFFERSON
CONSTRUCTION CONTRACT**

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between **Jefferson Asphalt Company** hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

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

Project No. 32177, 2022 Mill and Overlay.

NOW THEREFORE, the parties to this contract agree to the following:

1. Scope of Services.

Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled "**2022 Mill and Overlay**" in accordance with the plans and specifications on file with the Department of Public Works.

2. Payment.

The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated **May 24, 2022** which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed **Eight Hundred Thirty One Thousand One Hundred Seventy Eight Dollars and Fifty Cents (\$831,178.50)**.

3. Manner and time for Completion.

Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **90 calendar days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. Prevailing Wages.

To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal Employment Standards of the Department of Labor. Contractor acknowledges that Contractor knows the prevailing hourly rate of wages for this project because

Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 28, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)		\$500,000 per occurrence \$3,000,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)		\$500,000 per occurrence \$3,000,000 aggregate
Employer's Liability		\$3,000,000 bodily injury by accident (each accident) \$3,000,000 bodily injury by disease (each employee) \$3,000,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

(d) **Owner's Protective Liability Insurance** - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) Subcontracts - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. Contractor's Responsibility for Subcontractors.

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

City or between any subcontractors.

7. Liquidated Damages.

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. Termination.

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

9. City's Right to Proceed.

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

10. Indemnity.

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or

on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. Payment for Labor and Materials.

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. Supplies.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. Performance and Materialman's Bonds Required.

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. **Knowledge of Local Conditions.**

Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. **Severability.**

If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. **Governing Law.**

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. **Contract Documents.**

The contract documents shall consist of the following:

- | | |
|----------------------------|-----------------------------|
| a. This Contract | f. General Provisions |
| b. Addenda | g. Special Provisions |
| c. Information for Bidders | h. Technical Specifications |
| d. Notice to Bidders | i. Drawing and/or Sketches |
| e. Signed Copy of Bid | |

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. **Complete Understanding, Merger.**

Parties agree that this document including those documents described in the section entitled "Contract Documents" represent the full and complete understanding of the parties. This contract includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. **Authorship and Enforcement.**

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. **Amendments.**

This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the

City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. **Waiver of Breach.**

Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. **Assignment.**

Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. **Nondiscrimination.**

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Illegal Immigration.**

Prior to commencement of the work:

- A. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- B. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services Contractor agrees in the performance.
- C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. **OSHA Training**

Prior to commencement of the work:

- A. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- B. All employees subject to this provision are required to complete the program within sixty days of beginning work on such construction project.
- C. Any employee, agent or subcontractor of the Contractor subject to this provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such

documentation after which time they shall be removed from the project.

- D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
- E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. **Transient Employers.**

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

27. **Notices.**

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at **117 Commerce Drive, Jefferson City, MO 65109**. The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

CONTRACTOR

Mayor: Carrie Tergin

Title:

Date:

Date:

ATTEST:

ATTEST:

City Clerk

Title:

APPROVED AS TO FORM:



City Attorney

BILL SUMMARY

BILL NO: 2022-003

SPONSOR: Councilmember Fitzwater

SUBJECT: An Engineering Design Contract with Engineering Surveys and Services for the Ohio Street Bridge, Project No. 32174, RFQ No. 4018

DATE INTRODUCED: April 18, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: When approved this bill will authorize a contract with Engineering Surveys and Services in the amount of \$141,140.00 for the design of the Ohio Street Bridge.

Origin of Request: City Staff

Department Responsible: Public Works

PERSON RESPONSIBLE: MATTHEW J. MORASCH, P.E./David Bange, P.E.

Background Information: At the time of its last inspection, the Ohio Street Bridge was closed to vehicular traffic after its load rating was reduced, and it remains closed today. At the January Public Works and Planning Committee meeting the committee directed Staff to look into the replacement of this bridge. To that end, an RFQ was sent out and Engineering Surveys and Services was selected for the design of this project and we are now looking to enter into a contract with them. Funding for the design of the bridge is proposed to be taken from the monies remaining in the contingency category of Sales Tax G.

Fiscal Information:

Account	Available	Required	Remaining
45-990-578063	\$166,153.22	\$141,140.00	\$25,013.22

BILL NO. 2022-003

SPONSORED BY Councilmember Fitzwater

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ENGINEERING SURVEYS AND SERVICES, IN THE AMOUNT OF \$141,140.00 FOR THE OHIO STREET BRIDGE PROJECT.

WHEREAS, Engineering Surveys and Services has been selected as the firm best qualified to provide professional services related to the Ohio Street Bridge project.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. Engineering Surveys and Services is hereby approved as the best qualified firm to provide professional services and its proposal is hereby accepted.

Section 2. The Mayor and City Clerk are hereby authorized to execute an agreement with Engineering Surveys and Services for the Ohio Street Bridge project.

Section 3. The agreement shall be substantially the same in form and content as that agreement attached hereto as Exhibit A.

Section 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**FINANCE DEPARTMENT
PURCHASING DIVISION**

SUBJECT: Bid RFSQ4018 – Ohio Street Bridge Project
Public Works – Opened February 10, 2022

RECOMMENDATION:

Staff recommends the award of the request for qualifications RFSQ4018 for the Ohio Bridge Project (design and construction services to replace the Ohio Street bridge over Wears Creek and improvements to the bridge approaches) to Engineering Surveys and Services of Jefferson City, MO. This bid was evaluated by Public Work's staff and was awarded to the most qualified vendor. The contract amount is for \$141,140.00.

BIDS RECEIVED:

Engineering Surveys and Services, Jefferson City, MO
Bartlett and West, Jefferson City, MO
CFS Engineers, Jefferson City, MO

This bid was posted on Bonfire. Bid notifications were sent to 1,747 vendors of which 10 were recommended vendors by the Department.

FISCAL NOTE:

Account Number	Description	FY 2022 Budget	Expended or Encumbered Amount	Bid Amount	Balance
45-990-578063*	Contingency – Sales Tax G Funds – Capital Improvements	\$166,153.22	\$0	\$141,140.00	\$25,013.22
Bid Total				\$141,140.00	

*A new account number will be created upon approval of the contract for this specific project.

ATTACHMENTS – SUPPORTING DOCUMENTATION

Signature: 
Purchasing Agent 4/11/22

From: Bange, David
To: Corrigan, Leigh Ann
Subject: Ohio Street Bridge RFQ
Date: Thursday, February 17, 2022 9:04:47 AM

Leigh Ann,

Our Committee met and discussed the three submittals that we received. I have scored the three responses in Bonfire based on the consensus that was reached at that meeting. We believe that ES&S would be best suited for this project. Since this is a new process I am not sure what the next step should be but we would like to move begin the development of the scope and fee with ES&S when we reach that point. Thanks.

David Bange, P.E.
City Engineer
City of Jefferson
320 E. McCarty Street
Jefferson City, MO 65101
Phone (573) 634-6433

RFSQ4018-01/22 - Ohio Street Bridge Project

Scoring Summary

Active Submissions

	Total	Experience and Technical Competence	Capacity and Capability	Past Record of Performance
Supplier	/ 100 pts	/ 40 pts	/ 30 pts	/ 30 pts
Engineering Surveys & Services	92	36	28	28
Bartlett & West	91	36	27	28
CFS Engineers	89	35	27	27

**CITY OF JEFFERSON
CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and Engineering Surveys and Services, hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, the City desires to engage the Contractor to render certain services for the design of the Ohio Street bridge and related improvements, hereinafter described in Exhibit A.

WHEREAS, Contractor has made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal to enter into a contract with the Contractor for the performance of services by the Contractor.

NOW THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Scope of Services.

Contractor agrees to provide all supervision, labor, tools, equipment, materials and supplies for the design of the Ohio Street bridge and related improvements, as set forth in Exhibit A. In the event of a conflict between this agreement and any attached exhibits, the provisions of this agreement shall govern and prevail.

2. Payment.

The City hereby agrees to pay Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract documents upon acceptance of said work by an Agent of the City of Jefferson’s Public Works Department and in accordance with the rates and/or amounts stated in the bid of Contractor, which are by reference made a part hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. No change in compensation shall be made unless there is a substantial and significant difference between the work originally contemplated by this agreement and the work actually required. The total amount for services rendered under this contract shall not exceed One Hundred Forty-One Thousand One Hundred Forty Dollars and Zero Cents (\$141,140.00).

3. Term.

This contract shall commence on the date last executed by a party as indicated below. The Contractor shall perform professional services for the design of the Ohio Street bridge and related improvements, as set forth in Exhibit A, within four hundred twenty-five (425) calendar days from the date last executed by a party as indicated below.

4. Additional Services.

The City may add to Contractor 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 2 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and approved by the City and shall be accepted and countersigned by the Contractor or its agreed representatives.

5. Personnel to be Provided.

The Contractor represents that Contractor has or will secure at its expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or

have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under the Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted except as provided in Exhibit A without the written approval of the City.

6. Contractor's Responsibility for Subcontractors.

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

7. Independent Contractor.

The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees as agents or employees of the City.

8. Benefits not Available.

The Contractor shall not be entitled to any of the benefits established for the employees of the City and shall not be covered by the Workmen's Compensation Program of the City.

9. Nondiscrimination.

The Contractor agrees in the performance of the contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

10. Illegal Immigration.

Prior to commencement of the work:

- a. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- b. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. If Contractor is a sole proprietorship, partnership, or limited partnership, Contractor shall provide proof of citizenship or lawful presence of the owner.

11. Notice to Proceed.

The services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in accordance with the schedule contained in Exhibit A.

12. Termination.

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the

effective day of such termination. The City reserves the right to terminate this contract for convenience by giving at least fourteen (14) days prior written notice to Contractor, without prejudice to any other rights or remedies of the City, provide Contractor shall be entitled to payment for all work completed by Contractor through the date of termination. The Contractor may with cause terminate this contract upon 30 days prior written notice. In either such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become its property, and the compensation for any satisfactory work completed on such documents and other materials shall be determined. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the Contractor.

13. Waiver of Breach.

Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

14. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that the City successfully enforces the terms of this contract through litigation, the City shall be entitled to receive, in addition to any other relief, its reasonable attorney's fees, expenses and costs.

15. Severability.

If any section, subsection, sentence, or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Assignment.

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

17. Existing Data.

All information, data and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by the City, and the City shall cooperate with the Contractor in every reasonable way in carrying out the scope of services. The Contractor shall not be liable for the accuracy of the information furnished by the City.

18. Confidentiality.

Any reports, data or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

19. Indemnity.

To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

20. Insurance.

Contractor shall provide, at its sole expense, and maintain during the term of this agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Contractor, the City, and the City's officials, officers, and employees from claims which may arise from operations under this agreement, whether such operations are by the Contractor, its officers, directors, employees and agents, or any subcontractors of Contractor. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Contractor operations, products, services or use of automobiles, or construction equipment at a limit of \$500,000 Each Occurrence, \$3,000,000 Annual Aggregate; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without 30 days advance written notice of such event being given to the City.

21. Documents.

Reproducible copies of tracings and maps prepared or obtained under the terms of this contract shall be delivered upon request to and become the property of the City upon termination or completion of work. Copies of basic survey notes and sketches, charts, computations and other data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use. When such copies are requested, the City agrees to pay the Contractor its costs of copying and delivering same.

22. Books and Records.

The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in connection with this contract, and shall make such materials available at their respective offices at all reasonable times during the contract and for a period of three (3) years following completion of the contract.

23. Nonsolicitation.

The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage,

brokerage fee, gifts, or contingent fee.

24. Delays.

That the Contractor shall not be liable for delays resulting from causes beyond the reasonable control of the Contractor; that the Contractor has made no warranties, expressed or implied, which are not expressly set forth in this contract; and that under no circumstances will the Contractor be liable for indirect or consequential damages.

25. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

26. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

27. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:

City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:

Engineering Surveys and Services
Attn: Chris Yarnell
802 El Dorado Drive
Jefferson City, MO 65101

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

ENGINEERING SURVEYS & SERVICES

6

Carrie Tergin, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Title:

Date: _____

ATTEST:

Title:

Exhibit A

		Estimate	or	NTE
000	Proposal	\$ -		
100	Research	\$ -		
200	Survey (Topo/Boundary/ALTA)	\$ -		
210	Survey (Staking & Layout)	\$ -		
220	Survey(As-Built)			
230	Machine Control	\$ -		
300	Design Engineering	\$ 135,140.00		
400	All Things Lab			
407	Drilling / Geo Report	\$ 6,000.00		
		\$ 141,140.00	\$ 74,000	KEG
			\$ 5,300	Timberlake

Notes

Task	Principle	PLS	Surv PM	PE II	PE I	EI	CAD Tech	Field Tech	Admin	Trips
	\$ 158	\$ 136	\$ 95	\$ 147	\$ 136	\$ 95	\$ 72	\$ 64	\$ 64	
Design Engineering										
Schematic Design										
Scoping w Client										\$ -
Preparing Proposal / Scope of Services										
Total	0	0	0	0	0	0	0	0	0	\$ -
Construction Documents										
TASK A. Data Collection and Concept Plans										\$ -
1. Preliminary Site Visit				1	1					\$ 242.00
2. Design Team scoping meeting with City Staff				1	1					\$ 242.00
3. Prepare Meeting Minutes				1						\$ 147.00
4. Collect and review available data:										\$ -
4.1. City LIDAR, aerial photo, GIS data				0.5						\$ 73.50
4.2. Existing utility data				0.5						\$ 73.50
4.3. Available City drainage calculations, floodplain HEC-RAS models, No-Rise certifications in the area				1						\$ 147.00
4.4. Property Ownership Information (See GIS)										\$ -
4.5. Prepare Survey scope of work for City				2						\$ 294.00
6. Prepare Preliminary Concept Plans										\$ -
6.1. Bridge Typical Cross Section				2						\$ 294.00
6.2. Overall plan view drawings showing project limits				0.5		2				\$ 217.50
6.3. Plan view drawings showing initial grading limits				1		2				\$ 291.00
6.4. Profile drawings showing vertical alignment with grades and curve lengths				1	2	2				\$ 481.00
6.5. Prepare plan view aerial photo exhibits for Interested Parties Meeting				0.5		2				\$ 217.50
6.6. Opinion of Probable Construction Cost				1	4					\$ 527.00
6.7. Design team internal review				1						\$ 147.00
6.8. Progress meeting with Jefferson City Public Works (JCPW) staff				2	2					\$ 484.00
6.9. Prepare progress meeting minutes					1					\$ 95.00
6.10. Address JCPW Comments				2	4	4				\$ 962.00
7. Public Meetings			8							\$ 760.00
7.1. Prepare all displays and documents needed for an open house-style Interested Parties (IP) meeting, Park Board meeting, and Public Works Board meeting. Interested Parties (also referenced as stakeholders) include owners and residents of properties on and adjacent to the project and other stakeholders identified with the concurrence of JCPW staff.				0		0				\$ -
7.2. Open House IP Meeting										\$ -
7.2.1. Prepare displays and documents needed for meeting.										\$ -
7.2.2. Assist the City in conducting and attend an open house-style IP meeting.				0	0					\$ -
7.3. Park Board Meeting										\$ -
7.3.1. Plan and prepare displays and documents needed for meeting.										\$ -
7.3.2. Assist the City in presenting the plans to the Park Board.				0						\$ -
7.4. Public Works and Development Committee Meeting										\$ -
7.4.1. Plan and prepare displays and documents needed for meeting.										\$ -
7.4.2. Assist the City in presenting the plans to the Public Works Board.				0						\$ -
8. City Council Public Hearing										\$ -
8.1. Prepare presentation materials for a briefing to City Council describing the project development to date, including a summary of the public involvement process.				0						\$ -
TASK B. PRELIMINARY PLANS										\$ -
10. Utility Coordination Meeting										\$ -
10.1. Prepare Concept Plan Drawings to be sent to utility representatives as PDFs and/or hard copies.				0.5		2				\$ 217.50
10.2. Conduct one (1) utility coordination meeting				2	2					\$ 484.00
10.3. Prepare meeting minutes					1					\$ 95.00
11. Prepare Preliminary Plans										\$ -
11.1. Environmental Clearances:										\$ -
11.1.1. SHPO				1	4					\$ 527.00
11.1.2. USACE 404 permit (Assumes Nationwide Permit)				2	8	4				\$ 1,342.00
11.1.3. Threatened and Endangered Species				1	2					\$ 337.00
11.1.4. FEMA Floodplain (scope assumes City approved No-Rise and City Floodplain Development permit only, other FEMA letters of map change not included)				16	8					\$ 3,112.00
11.2. Title sheet				0.5		1				\$ 145.50
11.3. General notes sheet				1		1				\$ 219.00
11.4. Survey control points and layout sheet						2				\$ 144.00

Rendering

11.5.	Typical cross sections	1	2	\$	291.00
11.6.	Overall Plan View Sheet	0.5	2	\$	217.50
11.7.	Ohio Street Plan-Profile Sheets with grading limits	0.5	4	\$	361.50
11.8.	Intersection layouts			\$	-
11.8.1.	Side Streets	2	4	\$	962.00
11.8.2.	Trail crossings	2	4	\$	962.00
11.8.3.	Driveways	2	4	\$	772.00
11.9.	Pavement marking and signage plan (Crosswalk sign with solar powered beacon)	2	8	\$	1,342.00
11.10.	Pavement drainage system layout and profiles	2	8	\$	1,630.00
11.11.	Lighting plan	2	2	\$	438.00
11.12.	Bridge Plans	4	4	\$	876.00
11.13.	Temporary Traffic Control per MUTCD	1	4	\$	435.00
11.14.	City of Jefferson Standard Details	1	4	\$	435.00
11.15.	Cross sections every 50 feet and intersections/driveways	2	8	\$	870.00
11.16.	Field review	2	2	\$	484.00
11.17.	Opinion of Probable Cost	1	4	\$	527.00
11.18.	Design Team Internal Review	4		\$	588.00
11.19.	Address JCPW Comments	4	8	\$	1,544.00

[illegible]

Line Item	Task	Principle	PE I	EI	CAD Tech	Field Tech	Admin	Trips
400	Geotechnical	\$ 158	\$ 136	\$ 95	\$ 72	\$ 64	\$ 64	

401	Drilling Cost							
	Drilling & Travel							

402	Drill Rig	\$200	Hr					
	Excavator		Hr					
	Skid Steer - Mobilization/load/unload	\$110	Hr					
	Skid Steer - Operation	\$170	Hr					
	mileage	\$0.60	Mile					
	Load & Unload	\$120	Ea					
	Mobilization/load/unload	\$120	Hr					
	Support Vehicle (per day)	\$120	Ea					
	Feet Auger Drilling - No Sampling	\$10	Ft					
	Feet Auger Drilling - Sampling	\$13	Ft					
	Coring	\$33	Ft					

403	Mobilization/load/unload	\$ 112	Hr					
	308 Mini (12' depth)	\$ 150	Hr					
	320 exc. (\$189 add \$21 for grapple)	\$ 210	Hr					
	Skidsteer (w/ 1 operator and 1 laborer)	\$ 170	Hr					
	Trucking	\$ 120	Hr					
	Drill Rig	\$ 140	Hr					
	Over Night Per Diem	\$ 100	Day					

404	Backfill and Patch holes	\$ 50	Ea					
	Miscellaneous Cost (Stake Borings when topc	\$ 500	LS					

405	Mileage (round trip)	\$ 30	Day	0	0.8			
	Per Diem	\$ 100	Day					

Rate	Unit						
\$ 3	Ea						
\$ 18	Ea						
\$ 10	Ea						
\$ 98	Ea						
\$ 84	Ea						
\$ 70	Ea						
\$ 70	Ea						
\$ 56	Ea						
\$ 80	Ea						
\$ 34	Ea						
\$ 53	Ea						
\$ 350	Ea						
\$ 450	Ea						
\$ 205	Ea						
\$ 140	Ea						
\$ 170	Ea						
\$ 385	Ea						
\$ 300	Ea						
\$ 320	Ea						
\$ 260	Ea						
\$ 4	Ea						

407	Time Creating Report							
	Bound Reports							

Subtotal	\$ -	Profit	10%	Total	\$ -	NTE	
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408	Proctor Samples (soil)	\$ 200	Ea					
	Proctor Samples (agg)	\$ 150	Ea					
	Sieve and PI	\$ 200	Ea					
	Fine Aggregate Testing	\$ 560	Ea					
	Sieve, -200, SG, Del, Lightweight, Clay Lump							
	Coarse Aggregate Testing MoDOT	\$ 85	Ea					
	Sieve, -200, SG, Del, T or E Pieces							
	Reporting							

408	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal	\$ -						

409	Backfill							
	Mass Earthwork fill							
	Backfill and utilities							
	LVC Fill							
	Proof Roll							
	Subgrade							
	Agg Base							
	Nuclear Density Guage							
	Reporting							

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ONLY FOR DRILLING

410	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -					

411	Reinforcement Observations (Includes Travel Time)						\$	-
	Footings						\$	-
	Foundation Walls						\$	-
	Retaining Walls						\$	-
	Slab-on-grade						\$	-
	Stairs						\$	-
	Elevated Slab						\$	-
	Beams/Girders						\$	-
	Columns						\$	-
	Loading Dock						\$	-
	Ext. Stairs/Stoops						\$	-
	Sidewalk						\$	-
	Pavement						\$	-
	Masonry						\$	-
	Reporting						\$	-

411	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal						\$ -

412 Concrete, Mortar, and Grout (includes Travel Time)				\$	-
Concrete Plant Inspection				\$	-
Footings				\$	-
super special footing				\$	-
Foundation Walls				\$	-
Slab-on-grade				\$	-
Stairs				\$	-
Elevated Slabs				\$	-
Beams/Girders				\$	-
Columns				\$	-
Loading Dock				\$	-
Exterior Stairs/Stoops				\$	-
Retaining Wall				\$	-
Curb and Gutter / Ramps				\$	-
Pavement				\$	-
Sidewalk				\$	-
Mortar/Grout				\$	-
Mortar/Grout for CMU				\$	-
Cyl/Cube/Prism Pickup				\$	-
Mortar Cube	Sets	Per Set	\$ 22.00	\$	-
Grout Prism	Sets	Per Set	\$ 24.00	\$	-
Cylinder 4X8 Each	Sets	Per Set	\$ 15.00	\$	-
Cylinder 6X12 Each	Sets	Per Set	\$ 16.50	\$	-
Reporting				\$	-

412	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78
	Subtotal						\$ -

413	Asphalt Testing (includes Travel Time)					
	core density testing		\$	40	Ea	\$ -
	core drill / generator rental		\$	185	Ea	\$ -
	core drilling					\$ -
	Reporting					\$ -

413	Total	0	\$ -	\$ -	\$ -	0	0
	Subtotal						\$ -

Line Item	Task	Principle	Engineer	El	CAD Tech	Spcl Inpctr	Admin
		\$ 158	\$ 136	\$ 95	\$ 72	\$ 85	\$ 64
	Steel Inspections						
415	Structural Steel						
	Precast Connections						
	Bolts						
	Shear Studs						
	Decking Connections						
	Bar Joists						
	Weld Inspection						
	(type in additional item)						
	(type in additional item)						
	(type in additional item)						
	UT Equipment Rental						175
	Reporting						
415	Total	0	0	0	0	0	175

	Subtotal	\$ _____.
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416	Framing					\$	-
	Shear wall observation					\$	-
	Reporting					\$	-

416	Reporting	Total	0	0	0	0	0	0	0	0
		Subtotal								\$

417 Fire Proofing

417	Fire Rated Walls									\$	-	
	Reporting									\$	-	
	Total	0	0	0	0	0	0	0	0			
	Subtotal										\$	-

418	Other Tasks									\$	-	
	(type in additional item)									\$	-	
	(type in additional item)									\$	-	
	(type in additional item)									\$	-	
	(type in additional item)									\$	-	
	Reporting									\$	-	
418	Total	0	0	0	0	0	0	0	0			
	Subtotal										\$	-

419	Miscellaneous											
	Mileage (round trip)											
		Trips	Rate	Mileage						\$	-	
		0	0.6							\$	-	
											\$	-
											Subtotal	
	Profit	10%								\$	-	
											Profit	
											Total	
	Estimate										\$	6,000.00
	NTE											

KASKASKIA ENGINEERING GROUP, LLC
ESTIMATE OF HOURS

REPLACEMENT OF THE OHIO STREET BRIDGE OVER WEARS CREEK

Tasks	Manager	Principal (PM)	Project Eng	Staff Eng	Tech IV	Admin	Hours
Project Administration							
Project Management and Coordination		18					18
Meetings		9					9
Invoicing		9				9	18
Management Review	2						2
Quality Assurance		4					4
Subtotal Hours	2	40	0	0	0	9	51
Subtotal Labor Cost	\$600.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$1,125.00	\$11,725.00
Bridge Alternatives Analysis							
Conceptual Design				16			16
Concept-level Cost Estimate				4			4
Bridge Alternatives Memo				8			8
Quality Control			8				8
Subtotal Hours	0	0	8	28	0	0	36
Subtotal Labor Cost	\$0.00	\$0.00	\$1,120.00	\$2,940.00	\$0.00	\$0.00	\$4,060.00
Bridge Preliminary Design							
Type Size and Location (TS&L) - Design			2	16			18
Type Size and Location (TS&L) - Plan Development					24		24
Quality Control			8				8
Subtotal Hours	0	0	10	16	24	0	50
Subtotal Labor Cost	\$0.00	\$0.00	\$1,400.00	\$1,680.00	\$3,120.00	\$0.00	\$6,200.00
Bridge Final Design and Production (Assumes spread box beam)							
Site Visit			6				6
Deck Design			4	8			12
Girder/Beam Design			4	8			12
Abutment Analysis			8	16			24
Wingwall Analysis & Detailing			2	4			6
Foundation Analysis			4	8			12
Seismic Design			1	2			3
Job Special Provisions			1	2			3
Quantities/Bar Bill			8	24			32
Address QA/QC Comments			4	8			12
Address Agency Comments			4	8			12
Correspondence			4	4			8
Final Bridge Plans Development			20	40	160		220
Load Rating (Assumes Agency provides AASHTOWARE License)			4	8			12
SI&A form preparation			2	4			6
Subtotal Hours	0	0	76	144	160	0	380
Subtotal Labor Cost	\$0.00	\$0.00	\$10,640.00	\$15,120.00	\$20,800.00	\$0.00	\$46,560.00
Bridge Pro-Letting and Construction Support							
Pre-Bid Conference (includes travel time)			8				8
Bridge RFI Responses (Assumes 1 RFI)			4				4
Shop Drawing Review of Girders and Bearings			2	8			10
As-Built Bridge Plans			2	4	8		14
Subtotal Hours	0	0	16	12	8	0	36
Subtotal Labor Cost	\$0.00	\$0.00	\$2,240.00	\$1,260.00	\$1,040.00	\$0.00	\$4,540.00
Rates (includes direct labor, profit and overhead)	\$300.00	\$250.00	\$140.00	\$105.00	\$130.00	\$125.00	
Direct Cost:							
Mileage (2 rounds trips from Belleville to Jefferson City)	600 miles	\$	0.58				\$348.00
Meals	2 days	\$	28.00				\$56.00
TOTAL DIRECT EXPENSES							\$404.00
TOTAL LABOR							\$73,085.00
Total Hours							563
TOTAL							\$73,489.00



Engineering Surveys & Services

DELIVERING YOUR VISION™

1113 Fay St
Columbia, MO 65201
www.ess-inc.com
573-449-2646

March 9, 2022
Revised March 29, 2022

David Bange, PE
City Engineer
City of Jefferson
320 E McCarty St
Jefferson City, MO. 65101

RE: Professional Services Proposal
Ohio Street Bridge

Dear Mr. Bange:

Thank you for the opportunity to submit this proposal for civil engineering services for the above referenced project. We understand this project to include design of a single span structure over Wears Creek. The structure will have a driving surface that is a minimum of 24 feet wide with a 10-foot-wide pedestrian walkway on the downstream side of the structure that is elevated six inches above the driving surface. The City's desire is to have the structure match the architectural design of the Dunklin Street Bridge including patterned concrete created with form liners, railings, and lighting. The request is to design a structure that will improve the existing hydraulic capacity of the bridge to the greatest extent possible without causing harm to downstream structures or negatively impact downstream water surface elevations. The No-Rise approval will be done through City staff. We are providing a detailed outline for the Scope of Services in Attachment A.

We will be happy to discuss our scope and fee should you have questions or wish to adjust the scope. We ask that you review the scope in detail to ensure we are proposing what has been discussed and we have not added services or neglected any service you wish. It is our intention to provide your project as desired at a reasonable fee. We would propose a Not-to-Exceed fee of \$141,130. Bills will be submitted monthly based upon 2022 Standard Fee Schedules ES&S as well as Kaskaskia Engineering Groups

We will begin work upon Notice-to-Proceed and the survey information being provided to our team (we are providing a schematic of what we believe will be needed from your survey staff). It is our understanding that you wish to bid the project in March of 2023 and you will need approximately 2 months for advertisement and approval process.

Ohio Street Bridge

March 29, 2022

Page 2

We provide many additional services that can be added to this proposal upon request. Examples include stormwater detention and BMP design, landscape design, and construction quality control observation/testing.

All hardcopy prints, shipping fees, & permit fees are a reimbursable expense in addition to the fees noted above. Invoices will be sent monthly and you agree to pay these invoices within 30 days of the date of the invoice.

If the proposed scope of services, fees, and payment conditions meet your approval, we will begin preparing a contract. Please do not hesitate to contact us with any questions or concerns.

Respectfully,

Chris Yarnell, PE
Branch Manager

ATTACHMENT A - SCOPE OF BASIC SERVICES

March 9, 2022

Revised March 29, 2022

OHIO STREET BRIDGE

City of Jefferson - Public Works Department

PROJECT DESCRIPTION:

The Ohio Street Bridge project will include replacement of the Ohio Street bridge over Wears Creek and improvements to the bridge approaches including the intersections with Wears Creek Greenway, stormwater collection system and piping, lighting, and pedestrian and bicycle accommodations.

Design services will include: geotechnical engineering and pavement design, bridge design, roadway design, hydraulic analysis and stormwater management design, environmental clearance services/permits, utility coordination, lighting design, limited bid phase and construction phase services, and as-built bridge plans. Concept plans, preliminary plans, and final plans, specifications and cost estimates will be produced.

Engineering Surveys and Services will be assisted by Kaskaskia Engineering Group for structural engineering required for the project. Custom Engineering will provide pedestrian lighting as a subconsultant on the project.

Surveying information will be provided by the City of Jefferson staff.

TASK SUMMARY

The following is a summary of the tasks associated with the scope of services to be provided by *Engineering Surveys and Services* (ES&S) for this project.

- A. Data Collection and Concept Plans
- B. Preliminary Plans
- C. Final Plans, Specifications, and Estimates
- D. Bid Phase Services
- E. Construction Phase Services
- F. As-Built Bridge Plans for submittal to MoDOT Bridge Inventory,

DETAILED SCOPE OF WORK

TASK A. Data Collection and Concept Plans

- 1. Preliminary Site Visit
- 2. Design Team scoping meeting with City Staff
- 3. Prepare Meeting Minutes
- 4. Collect and review available data:
 - 4.1. City LIDAR, aerial photo, GIS data

OHIO STREET BRIDGE REPLACEMENT

City of Jefferson – Public Works Department

- 4.2. Existing utility data
 - 4.3. Available City drainage calculations, floodplain HEC-RAS models, No-Rise certifications in the area
 - 4.4. Property Ownership Information (provided by City of Jefferson, See GIS data)
 - 4.5. Survey data to be performed by City staff and sealed by Missouri Professional Land Surveyor in AutoCad format. Reasonable direction will be provided by ES&S for information to be provided.
5. Prepare Preliminary Concept Plans
- 5.1. Bridge Typical Cross Section
 - 5.2. Overall plan view drawings showing project limits
 - 5.3. Plan view drawings showing initial grading limits
 - 5.4. Profile drawings showing vertical alignment with grades and curve lengths
 - 5.5. Prepare plan view aerial photo exhibits for Interested Parties Meeting
 - 5.6. Opinion of Probable Construction Cost
 - 5.7. Design team internal review
 - 5.8. Progress meeting with Jefferson City Public Works (JCPW) staff
 - 5.9. Prepare progress meeting minutes
 - 5.10. Address JCPW Comments
6. Public Meetings - not provided at this time

TASK B. PRELIMINARY PLANS

7. Geotechnical Investigation includes two (2) borings at centers of bridge ends
- 7.1. Office Preparation
 - 7.2. Field Reconnaissance
 - 7.3. Collect Soil Boring Samples and Logs
 - 7.4. Drill Rig rental
 - 7.5. Prepare Geotechnical Report
 - 7.6. Design Team Internal Review
 - 7.7. Analysis of the existing historic retaining wall is not included.
8. Utility Coordination Meeting
- 8.1. Prepare Concept Plan Drawings to be sent to utility representatives as PDFs.
 - 8.2. Conduct one (1) utility coordination meeting
 - 8.3. Prepare meeting minutes
9. Prepare Preliminary Plans
- 9.1. Environmental Clearances:

OHIO STREET BRIDGE REPLACEMENT

City of Jefferson – Public Works Department

- 9.1.1. SHPO
- 9.1.2. USACE 401 & 404 permit ES&S and/or associates to perform if applicable
- 9.1.3. Threatened and Endangered Species
- 9.1.4. FEMA Floodplain (scope assumes City approved No-Rise and City Floodplain Development permit only, other FEMA letters of map change not included)
- 9.2. Title sheet
- 9.3. General notes sheet
- 9.4. Survey control points and layout sheet
- 9.5. Typical cross sections
- 9.6. Overall Plan View Sheet
- 9.7. Ohio Street Plan-Profile Sheets with grading limits
- 9.8. Intersection layouts
 - 9.8.1. Side Streets
 - 9.8.2. Trail crossings
 - 9.8.3. Driveways
- 9.9. Pavement marking and signage plan (Crosswalk sign with rapid flash beacon)
- 9.10. Pavement drainage system layout and profiles
- 9.11. Lighting plan, including electric conduits and wiring details
- 9.12. Bridge Plans
- 9.13. Temporary Traffic Control per MUTCD
- 9.14. City of Jefferson Standard Details
- 9.15. Cross sections every 50 feet and intersections/driveways and at points of interest
- 9.16. Field review
- 9.17. Opinion of Probable Cost
- 9.18. Design Team Internal Review
- 9.19. Address JCPW Comments

TASK C. RIGHT-OF-WAY PLANS

- 10. Easement Descriptions – not included
- 11. Prepare Right-of-Way Plans – not included

TASK D. FINAL PLANS, SPECS & ESTIMATES (PS&E)

- 12. Prepare Final Plans (After right of way/easements are acquired)
 - 12.1. Title sheet
 - 12.2. General notes sheet
 - 12.3. Quantity sheets

OHIO STREET BRIDGE REPLACEMENT

City of Jefferson – Public Works Department

- 12.4. Survey control points and layout sheet
- 12.5. Typical cross sections
- 12.6. Overall Plan View Sheet
- 12.7. Plan-Profile Sheets with grading limits
- 12.8. Special intersection layout sheets
- 12.9. Pavement joint plan
- 12.10. Pavement marking and signage plan
- 12.11. Pavement drainage system layout and profiles
- 12.12. Retaining wall plans
 - 12.12.1. Location design and profiles
 - 12.12.2. Structural details
- 12.13. Lighting plan, including electrical conduit and wiring details
- 12.14. Bridge Plans. Scope of work assumes: spread box beam bridge with one tall abutment and one integral abutment. Significant design variation may require a design fee amendment.
- 12.15. Temporary Traffic Control per MUTCD
- 12.16. Erosion Control Drawings and details
- 12.17. SWPPP
- 12.18. City of Jefferson Standard Details
- 12.19. Cross sections every 50 feet and intersections/driveways/point of interest
- 12.20. Field Review
- 12.21. Send Final Plan PDFs to utility representatives for coordination
- 12.22. Opinion of Probable Cost and Bid Form
- 12.23. Technical specs and special provisions
- 12.24. Design Team Internal Review
- 12.25. Address JCPW Comments

TASK E. BID PHASE SERVICES

- 13. Attend Pre-Bid Conference
- 14. Respond to Questions/Prepare technical and engineering parts of Addendums
- 15. The City will provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, collection of money and distribution of addenda.

TASK F. CONSTRUCTION PHASE SERVICES

- 16. Attend Pre-Construction Meeting
- 17. Review Shop Drawings and Materials Certifications
- 18. Provide file for project staking in AutoCAD format.
- 19. Provide answers to questions that may arise during the course of construction.
- 20. City will provide all other Construction Phase Services

OHIO STREET BRIDGE REPLACEMENT

City of Jefferson – Public Works Department

TASK G. CONSTRUCTION MATERIALS TESTING SERVICES – not included

TASK H. AS-BUILT BRIDGE PLANS

21. As-built survey of the bridge structure

22. Prepare as-built plans and prepare for submittal to MODOT Bridge Inventory

Additional Services upon request.

Utility Potholes for exact location and depth

Special Construction Inspections



**Professional Services
Hourly Fee Schedule**

January 1, 2022

SERVICE OF:	RATE:
Principal	\$ 158 / hour
Senior Professional Engineer	\$ 147 / Hour
Professional Engineer	\$ 136 / hour
Engineer Intern	\$ 95 / hour
Professional Land Surveyor	\$ 136 / hour
Survey Project Manager	\$ 95 / hour
Senior Design Technician	\$ 85 / hour
Technician (Survey or CAD)	\$ 72 / hour
Concrete Technician	\$ 58 / hour
Soils Technician	\$ 64 / hour
Special Inspector	\$ 85 / hour
AWS Certified Weld Inspector (Senior)	\$ 120 / hour
AWS Certified Weld Inspector	\$ 90 / hour
Chemist	\$ 75 / hour
Administrative Assistant	\$ 64 / hour
Laser Scanning Equipment	By Quote
UAS (Drone) w/ pilot	\$ 150 / hour
Survey - Stakes	\$ 0.30 / each
Survey – Iron Pins	\$ 3.50 / each
Survey – Fence Posts	\$ 7 / each
Drill Rig and other equipment	By Quote
Large Format Copies	\$ 4.00 / each
Photocopies -	
8 ½" x 11" single-sided, black & white	\$ 0.30 / each
8 ½" x 11" single-sided, color	\$ 0.60 / each
11" x 17" single-sided, black & white	\$ 2.00 / each
Travel	\$ 0.62 / mile
Per Diem	\$ 30 / day
Lodging	Cost

NOTES:

1. Overtime charges at 1.4 times above rates.
2. Scheduled construction phase services and/or field observations will be charged at a 2-hour minimum.
3. Weekend work will be charged at 2-hour minimum overtime.



208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 *phone*
618.233.5977 *fax*

**Schedule of Hourly Rates
January 1, 2022**

Engineering

Manager	\$300.00
Principal Engineer	\$250.00
Senior Engineer	\$195.00
Project Manager	\$165.00
Project Engineer	\$140.00
Staff Engineer	\$ 95.00

Support Services

Senior Biologist/Scientist	\$135.00
Biologist/Scientist	\$105.00
GIS Manager	\$135.00
Senior Technician	\$150.00
Technician	\$130.00
Construction Administrator	\$ 85.00
Administrative Personnel	\$125.00
Intern	\$ 50.00

The above hourly rates are effective as of January 1, 2022, and are subject to adjustment annually.

Time for Support Services in excess of 8 hours per day on client's project; work performed on Saturdays, Sundays, or Holidays; or expert witness depositions and/or testimony will be invoiced at 1 ½ times the indicated hourly rate.

Expenses

Travel per mile	Current IRS approved per-mile rate
Outside Services (Subconsultants, Subcontractors or Vendors)	Cost + 15%
Commercial Travel, Meals or Lodging	At Cost

BILL SUMMARY

BILL NO: 2022-009

SPONSOR: Councilmember Wiseman

SUBJECT: Salary Increase of 5% for City Employees (Excluding Police FOP Members and the City Administrator)

DATE INTRODUCED: June 6, 2022

CITY ADMINISTRATOR:  _____

Staff Recommendation: Approve

Summary: If approved, this bill would provide the authorization and funding for a salary adjustment for City Employees this fiscal year as noted below.

Origin of Request: City Administrator

PERSON RESPONSIBLE: STEVE CROWELL

Background information: As the City Council is aware, inflationary impacts and competition for employees (i.e., salary increases) by public and private sector employers is impacting the City's ability to retain and recruit employees particularly in safety critical functions.

The proposed salary/wage adjustment would implement a 5% "across-the-board" salary/wage increase for all full-time City employees (with the exception of Police Officers covered by the FOP and City labor agreement and the City Administrator) and part-time employees with benefits. Police Officer salaries are covered by the City/Fraternal Order of Police labor agreement to be considered by the Mayor and City Council.

The salary/wage implementation costs for the remainder of our current fiscal year would be approximately \$491,054.50 from the funds as noted below which equates to approximately \$1,146,087.70 on an annual basis (based on FY22 costs):

Fiscal Information: The FY2022 estimated cost are:

	Remainder of FY 22	Annual Cost
• General Fund:	\$165,244.70	\$385,669.86
• Airport Fund:	\$3,901.47	\$9,105.76
• Parking Fund:	\$8,189.06	\$19,112.71
• Transit Fund:	\$26,600.26	\$62,083.20
• Wastewater Fund:	\$47,263.56	\$110,309.93
• Parks Fund:	\$67,150.45	\$156,724.58
• Public Safety Tax:	\$170,492.57	\$403,081.66

BILL NO. 2022-009

SPONSORED BY Councilmember Wiseman

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF JEFFERSON, MISSOURI, APPROVING A SALARY ADJUSTMENT AND AMENDING THE FY2022 BUDGET OF THE CITY OF JEFFERSON, MISSOURI, BY SUPPLEMENTALLY APPROPRIATING FUNDS WITHIN THE VARIOUS CITY FUNDS OUTLINED IN EXHIBIT A.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, AS FOLLOWS:

Section 1. There is hereby supplementally appropriated within various City Funds \$488,842.07 as indicated on Exhibit A, attached hereto.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed: _____

Approved: _____

Presiding Officer

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

CERTIFICATION BY MAYOR

Pursuant to Article VII, Section 7.1(5.) Of the Charter of the City of Jefferson, Missouri, I hereby certify that the sums appropriated in the ordinance are available in the various funds to meet the requirements of this bill.

Mayor Carrie Tergin

**SUPPLEMENTAL APPROPRIATION
FISCAL YEAR 2021-2022 BUDGET**

General Fund:	\$165,244.70
Airport Fund:	\$3,901.47
Parking Fund:	\$8,189.06
Transit Fund:	\$26,600.26
Wastewater Fund:	\$47,263.56
Parks Fund:	\$67,150.45
Public Safety Tax Fund:	<u>\$170,492.57</u>
TOTAL	\$488,842.07

RESOLUTION SUMMARY

RESOLUTION NO: RS2022-11

SPONSOR: Councilmember Deeken

SUBJECT: Promotional Suspension of Transit Fixed Route Fares

DAET INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Origin of Request: Public Works Department/Transit Division

Department Responsible: Public Works Department/Transit Division

PERSON RESPONSIBLE: MATT MORASCH, P.E.

Background Information: The Transit Division is utilizing the remainder of approximately \$2.3 million in CARES funding allotted to JEFFTRAN by the Federal Transit Administration (FTA) to supplement the Transit budget. If approved, this bill authorizes the promotional suspension of transit fixed route fares for up to six months.

The proposed fare suspension would not include Handiwheels fares due to the loss of reimbursements from the eligible clients of state agencies.

Fiscal Information: It is estimated approximately \$39,000 of revenue (\$6,500 monthly) would be forfeited over the proposed six-month time period.

Since the Transit Fund is subsidized by the General Fund, the revenue loss in Transit will need to be "replaced" through the General Fund, either through (1) a supplemental appropriation (i.e., General Fund fund balance) or through (2) a transfer from General Fund operational savings to Transit; or (3) perhaps through American Rescue Plan Act funds the City has received (subject to City Council approval).

Resolution Terms: If approved, the resolution would authorize the Transit Division to suspend fixed route fares for up to six months.

RESOLUTION

RS2022-11

Sponsor: Councilmember Deeken

A RESOLUTION SUSPENDING TRANSIT FIXED-ROUTE FARES FOR A PERIOD NOT TO EXCEED SIX MONTHS

WHEREAS, the City of Jefferson, Missouri, operating as JEFFTRAN, provides transit services to the citizens of the City; and

WHEREAS, JEFFTRAN/the City of Jefferson, Missouri has received \$2,315,861 in CARES funding from the Federal Transit Administration (FTA) which is applied to JEFFTRAN operational expenses; and

WHEREAS, a significant increase in fuel prices is causing hardship for City of Jefferson citizens; and

WHEREAS, a promotional suspension of fixed-route fares may increase utilization and reduce barriers to use of the transit system.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, that it hereby authorizes the suspension of fixed-route transit fares for a promotional period of up to six months.

Adopted this 21st day of June, 2022

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

RESOLUTION SUMMARY

RESOLUTION NO: RS2022-12

SPONSOR: Councilmember Fitzwater

SUBJECT: Authorizing the Mayor and City Clerk to Execute an Agreement with Tiger Eye Engineering, LLC in the Amount of \$63,250 to Complete a Pavement Condition Evaluation within the City

DATE INTRODUCED: June 21, 2022

DEPARTMENT DIRECTOR(S): Matthew Morasch

CITY ADMINISTRATOR: [Signature]

Staff Recommendation: Approve.

Summary: If approved, this would authorize an agreement in the amount of \$63,250 for the pavement condition assessment project, with funds for the project coming from the CIP Sales Tax.

Origin of Request: Staff

Department Responsible: Public Works

PERSON RESPONSIBLE: MATT MORASCH/Britt Smith

Background Information: Professors from the University of Missouri have developed a cost-effective system for pavement condition evaluation which uses cutting edge machine learning processes to objectively determine the condition of street pavement. Staff, over the past year, has had the opportunity to assist the professors in this research by providing data from our previous rating project. These researches, in cooperation with the University, formed Tiger Eye Engineering, LLC in order to implement the system and offer the service to communities.

FISCAL INFORMATION:

Account	Available	Required	Remaining
46-990-577031	\$75,782.02	\$63,250.00	\$12,532.02

RESOLUTION

RS2022-12

Sponsor: Councilmember Fitzwater

**A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON TO CONTRACT WITH
TIGER EYE ENGINEERING, LLC IN THE AMOUNT OF \$63,250 TO COMPLETE A
PAVEMENT EVALUATION WITHIN THE CITY**

WHEREAS, the City of Jefferson wishes to complete a pavement condition evaluation throughout the city; and

WHEREAS, professors and staff of the University of Missouri, Columbia have developed a cost-effective pavement evaluation system; and

WHEREAS, Tiger Eye Engineering, LLC continues the development of and research with this system in cooperation with the University; and

WHEREAS, pursuant to City Code Sec. 26A-42(A), the procurement of the services set forth in this Resolution and the attached contract are hereby declared to be exempt from the regular procurement procedures of Chapter 26A and may be procured directly by this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jefferson Missouri supports and authorizes the Mayor and City Clerk to execute the contract with Tiger Eye Engineering, LLC attached hereto as Exhibit A.

Adopted this 21th day of June, 2022

Mayor Carrie Tergin

ATTEST:

APPROVED AS TO FORM:

City Clerk



City Attorney

**CITY OF JEFFERSON
CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between the City of Jefferson, a municipal corporation of the State of Missouri, hereinafter referred to as “City”, and Tiger Eye Engineering, L.L.C., hereinafter referred to as “Contractor”.

WITNESSETH:

THAT WHEREAS, the City desires to engage the Contractor to render certain services for a pavement condition evaluation, hereinafter described in Exhibit A.

WHEREAS, Contractor has made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal to enter into a contract with the Contractor for the performance of services by the Contractor.

NOW THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Scope of Services.

Contractor agrees to provide all supervision, labor, tools, equipment, materials and supplies for a pavement condition evaluation, as set forth in Exhibit A. In the event of a conflict between this agreement and any attached exhibits, the provisions of this agreement shall govern and prevail.

2. Payment.

The City hereby agrees to pay Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract documents upon acceptance of said work by an Agent of the City of Jefferson’s Public Works Department, and in accordance with the rates and/or amounts stated in the bid of Contractor, which are by reference made a part hereof. No partial payment to Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. No change in compensation shall be made unless there is a substantial and significant difference between the work originally contemplated by this agreement and the work actually required. The total amount for services rendered under this contract shall not exceed Sixty-Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$63,250.00).

3. Term.

This contract shall commence on the date last executed by a party as indicated below. The Contractor shall render services for the pavement condition evaluation, as set forth in Exhibit A, within nine (9) months of the date last executed by a party as indicated below.

4. Additional Services.

The City may add to Contractor 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 2 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and approved by the City and shall be accepted and countersigned by the Contractor or its agreed representatives.

5. Personnel to be Provided.

The Contractor represents that Contractor has or will secure at its expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under the Contractor’s direct supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted except as provided in Exhibit A without the written approval of the City.

6. Contractor's Responsibility for Subcontractors.

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

7. Independent Contractor.

The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees as agents or employees of the City.

8. Benefits not Available.

The Contractor shall not be entitled to any of the benefits established for the employees of the City and shall not be covered by the Workmen's Compensation Program of the City.

9. Nondiscrimination.

The Contractor agrees in the performance of the contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

10. Illegal Immigration.

Prior to commencement of the work:

- a. Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- b. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. If Contractor is a sole proprietorship, partnership, or limited partnership, Contractor shall provide proof of citizenship or lawful presence of the owner.

11. Notice to Proceed.

The services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in accordance with the schedule contained in Exhibit A.

12. Termination.

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City reserves the right to terminate this contract for convenience by giving at least fourteen (14) days prior written notice to Contractor, without prejudice to any other rights or

remedies of the City, provide Contractor shall be entitled to payment for all work completed by Contractor through the date of termination. The Contractor may with cause terminate this contract upon 30 days prior written notice. In either such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become its property, and the compensation for any satisfactory work completed on such documents and other materials shall be determined. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the Contractor.

13. Waiver of Breach.

Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

14. Authorship and Enforcement.

Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party. In the event that the City successfully enforces the terms of this contract through litigation, the City shall be entitled to receive, in addition to any other relief, its reasonable attorney's fees, expenses and costs.

15. Severability.

If any section, subsection, sentence, or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. Assignment.

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

17. Existing Data.

All information, data and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by the City, and the City shall cooperate with the Contractor in every reasonable way in carrying out the scope of services. The Contractor shall not be liable for the accuracy of the information furnished by the City.

18. Confidentiality.

Any reports, data or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

19. Indemnity.

To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, damages,

losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

20. Insurance.

Contractor shall provide, at its sole expense, and maintain during the term of this agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Contractor, the City, and the City's officials, officers, and employees from claims which may arise from operations under this agreement, whether such operations are by the Contractor, its officers, directors, employees and agents, or any subcontractors of Contractor. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Contractor operations, products, services or use of automobiles, or construction equipment at a limit of \$500,000 Each Occurrence, \$3,000,000 Annual Aggregate; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without 30 days advance written notice of such event being given to the City.

21. Documents.

Reproducible copies of tracings and maps prepared or obtained under the terms of this contract shall be delivered upon request to and become the property of the City upon termination or completion of work. Copies of basic survey notes and sketches, charts, computations and other data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use. When such copies are requested, the City agrees to pay the Contractor its costs of copying and delivering same.

22. Books and Records.

The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in connection with this contract, and shall make such materials available at their respective offices at all reasonable times during the contract and for a period of three (3) years following completion of the contract.

23. Nonsolicitation.

The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

24. Delays.

That the Contractor shall not be liable for delays resulting from causes beyond the reasonable control of the Contractor; that the Contractor has made no warranties, expressed or implied, which are not expressly set forth in this contract; and that under no circumstances will the Contractor be liable for indirect or consequential damages.

25. Amendments.

This contract may not be modified, changed or altered by any oral promise or statement by whosoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

26. Governing Law.

The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

27. Notices.

All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the following addresses. The date and delivery of any notice shall be the date falling on the second full day after the day of its mailing.

If to the City:

City of Jefferson
Department of Law
320 East McCarty Street
Jefferson City, Missouri, 65101

If to the Contractor:

Tiger Eye Engineering, LLC
Attn: William Buttlar
1601 S Providence Road, 119D
Columbia, MO 65211

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI

Carrie Tergin, Mayor
Date: _____

ATTEST:

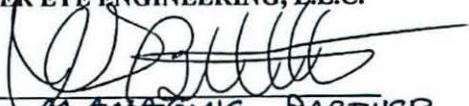
City Clerk

APPROVED AS TO FORM:

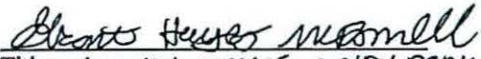


City Attorney

TIGER EYE ENGINEERING, L.L.C.


Title: MANAGING PARTNER
Date: 6/8/2022

ATTEST: Grant Hayes McDonnell


Title: Assistant Manager - Central Bank

GRANT HAYES McDONNELL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 5/26/2034
Commission #20718063



Quotation for Professional Services

Tiger Eye Engineering, LLC
1601 S. Providence Rd., 119D
Columbia, Missouri, USA 65211
+001 (217) 369-8370

To: Britt Smith, Operations Division Director
From: William Buttlar
Subject: 2022 Pavement Condition Evaluation

Date: May 24, 2022
Project: Jefferson City, MO
Project No: N/A

Introduction

Tiger Eye Engineering (TEE) is pleased to provide this quotation of services in response to our understanding of Jefferson City's pavement evaluation and management needs. Our cutting-edge machine learning based software is world-class, and our staff offers over 100 years of collective experience in pavement engineering. Please see Appendix A for our company bio and summary of qualifications. Our approach involves a streamlined data collection process combined with powerful and consistent pavement evaluation through advanced machine learning, data analytics, and data visualization. We also calibrate and validate our results to your local conditions. This approach will provide Jefferson City with the data it needs to make data-driven, accurate assessments of its road infrastructure network and a system to evaluate and fine-tune maintenance decisions in the coming months and years to improve overall pavement condition while stretching maintenance dollars.

Data Collection

Our pavement imaging system includes a high-resolution 360 degree camera, a stereo camera, a GPS unit, and accelerometers to capture pavement roughness. The video frames will be labeled with GPS information, which are then used by our software to extract images at specified intervals to remove duplication and to cover the pavement network continuously (Figure 1). The Insta 360 cameras are used to collect a 360 degree street-view and top-down images, the latter of which will be used for pavement distress evaluation. The Zed stereo camera will be used to estimate rutting, and to identify areas where foot-on-ground rutting validation activities will be carried out (Figure 1). Appendix B provides details on our IRI capture and evaluation system.

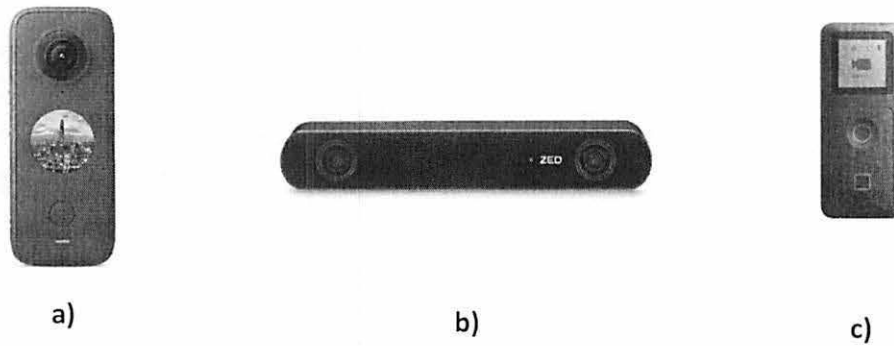


Figure 1. a) Insta 360 Camera, b) Zed Stereo Camera, and c) GPS Unit

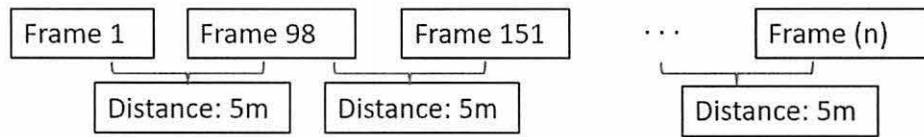


Figure 2. Converting Video Frames to .jpg Images at Specified Intervals (5 m) using GPS Data

Automated Evaluation of Captured Pavement Images

Pavement condition assessment provides critically needed information allowing owner-agencies to make more cost-effective and consistent decisions as they manage their network of urban and/or rural pavements. Generally, pavement distress inspections are performed using sophisticated data collection vehicles and/or foot-on-ground surveys. In either approach, the process of distress detection is sub-optimal, as it inherently contains human bias, is very costly and inefficient, and can introduce on-site inspector safety risks. The Tiger Eye Engineering (TEE) automated pavement evaluation software suite was developed by coding and integrating several machine learning and deep learning techniques for distress detection and pavement condition assessment (Figure 3).

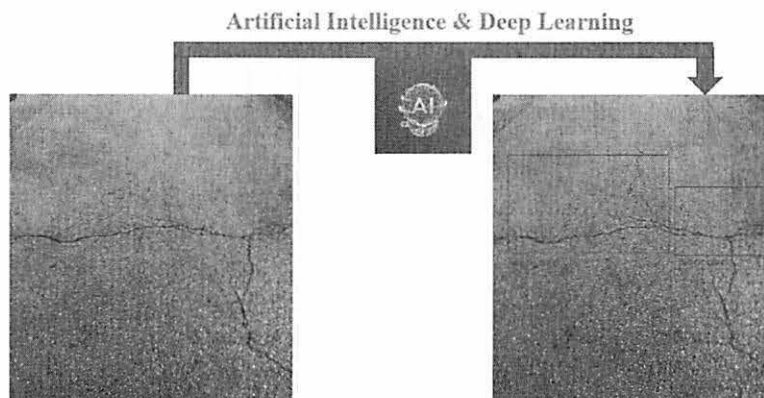


Figure 3. Application of AI to Detect Type, Extent and Severity of Distresses

Visualization

Pavement condition of the evaluated sections (2022 survey and previous year data results) can be visualized on TEE's interactive visualization platforms. Examples of our two main visualization programs are shown in Figures 4 and 5, where 'heat maps' of pavement condition or other user-selectable data items can be holistically viewed. The statistics of the distresses can be categorized and shown based on the city area (sector, council, segment), filtered by pavement type or classification, traffic level, etc. Also, corresponding camera images and video replays can be accessed in a point-and-click fashion, leading to pop-up boxes showing captured images, filters for superimposing ML-assessed pavement distresses and locations, and videos of driven pavement segments as catalogued by the Jefferson City. Multiple user accounts for access to the data visualization platform will be provided upon request.

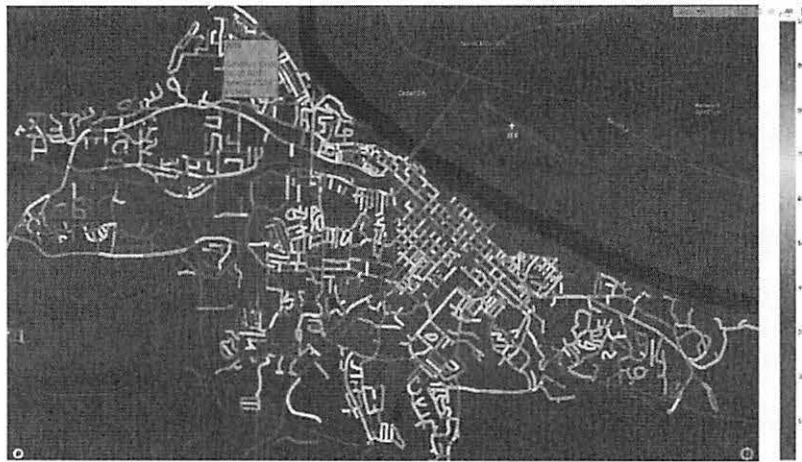


Figure 4. Example of PCI Heat Map for Jefferson City, MO

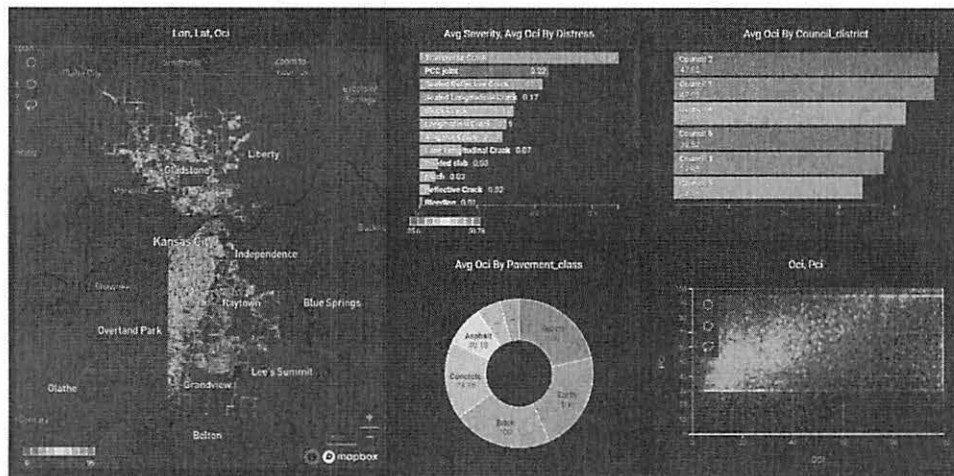

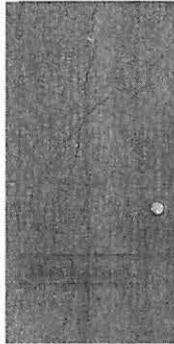
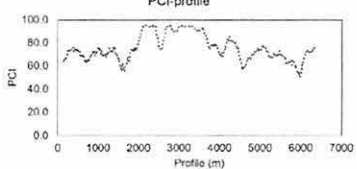


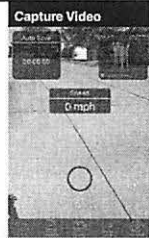
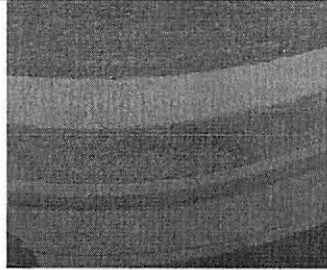
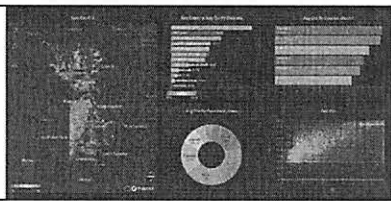
Figure 5. Interactive Data Visualization Map Example: Kansas City (PCI & OCI)

Proposed Scope of Work and Budget

The scope of work and associated per-mile cost proposal is presented in Table 1, along with additional details and illustrative examples of the proposed deliverables for the proposed pavement evaluation items. The cost of the total proposed evaluation and visualization of 230 lane-miles of Jefferson City roads and streets is \$63,250.

Table 1. Items in Project Scope, Cost per Mile, Details, and Illustrative Examples

Item	Cost (\$/mile)	Details	Illustrative Examples
Project management	10	Private and public meetings, presentations, communications, data on request	---
Planning phase	10	Consultations, labeling, and setting of filters for database and visualization platform from existing GIS	---
Downward Facing and 360 Camera Data Collection	40	First or 1/year data collection recommended to occur after Spring thaw	---
Annotating, local distress ID training	40	Using TEE's cloud-based annotation tool (CVAT) Note: Jefferson city municipal staff may conveniently interact with TEE's engineers on this task using the cloud-based tool	
Individual Distress Identification	50	Using TEE's ML-based software	
PCI, PASER or Custom Rating - ML	20	To be selected by Jefferson city	

Validation of PCI or Other Rating	5	Minimum of 5% of pavement network	---
IRI Capture and Data Processing	10	Validated at MoDOT's calibration/validation site in Linn, MO (State Tech Airport)	
Curb condition evaluation	40	<ul style="list-style-type: none"> • Data collection • Data cleaning • Annotating the images • Model training and validation • Running the dataset prediction • Integration with visualization platform 	
Interactive data visualization maps	30	View and aggregate data, heat maps, data analytics, cloud-based, image/video integration	
Data Formatting, Export to Database	10	Integration with Jeff City GIS platform	---
Data Storage and Retrieval	0	First year of data storage and back-up offered free of charge for orders of \$50/mile and higher	---
Add Mid-Fall Data Collection	Optional/ Please Inquire	Data added to visualization platform upon collection	---
Add Mid-Winter Data Collection	Optional/ Please Inquire	Discount applied for 3x or 4x data collection/year	---
Add Mid-summer data collection	Optional/ Please Inquire	Discount applied for 3x or 4x data collection/year	---
Report on Methods/Findings	10	By TEE's pavement experts, having over 100 years of combined experience!	---
Maintenance rec., planning and optimization	Optional/ Please Inquire	Available upon request	---
Total	275	\$63,250 (Assuming 230 lane-mi.)	

Project Tasks and Timeline

- Task 1: Planning phase (1 month)
- Task 2: Data collection (1 month)
 - Preliminary Data Available for Customer Review
- Task 3: Annotating, local distress ID training (2 months)
- Task 4: PCI model development (1 month) and validation (1 month)
- Task 5: Interactive data visualization (1 month)
- Task 6: Written report on methods and data interpretation (1 month)

Table 2. Project Timeline, Gantt Chart

	Jun '22	July '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23
1) Planning								
2) Data Collection								
3) Annotate/Train								
4) PCI Model Dev.								
5) Data Visualization								
6) Final Report								

Summary

Thank you for considering TEE as a viable solution to your pavement evaluation and management needs. If any questions arise, please do not hesitate to contact us at (217) 369-8370. We promise to discuss and validate your data and to customize your data visualization platform to your complete satisfaction. We firmly believe that with higher quality data and improved data analytics and visualization at your disposal, Jefferson City's road conditional and road budget will be better-than-ever in the coming months and years. We look forward to working with you!

Tiger Eye Engineering

William G. Buttlar, Managing Partner

Appendix I

Company Bio and Qualifications

Tiger Eye Engineering (TEE) is believed to be the world's first pavement engineering company devoted to providing cutting-edge machine-learning based software for rapid, bias-free pavement evaluations coupled with an integrated visualization platform. Recently established in 2021 in collaboration with the University of Missouri-Columbia, its founders have over 100 years of collective experience in pavement engineering and transportation data science and a robust portfolio of pavement condition assessment projects and proprietary software programs. TEE's business model involves partnering with local engineering firms to provide clients with high-quality, locally-validated pavement evaluations at a highly competitive price point. This is made possible by its powerful and efficient machine-learning based software programs. TEE's software licensing partnership with the University of Missouri-Columbia keeps TEE at the cutting edge of pavement data science through convenient and continuous transfer of technology developed at Mizzou by TEE's founding members to the pavement engineering community through Tiger Eye Engineering, LLC.

TEE's flagship software harnesses the power of multiple, advanced machine learning algorithms purpose-built for pavement evaluation and rating. TEE's software delivers accurate, unbiased assessments of pavement condition (type, extent, and severity of customer-selected distresses) and section-by-section pavement ratings (standard (e.g., PCI) or local/tailored ratings). Other powerful features of TEE's machine-learning based software system include distress identification/model training by TEE's in-house, internationally-renowned pavement experts, the ability for hybrid training and/or training validation by local pavement experts, multi-year and multi-site accuracy improvement over time with increased local, regional and international model training, and seamless export of data and integration with client/local GIS database systems. TEE also has developed software platforms providing clients with user-friendly data visualization and analytics, and rapid, low-cost hardware and software systems for determination of International Roughness Index (IRI) and pavement rut depth. Software solutions are tailored based on client needs with respect to local and cloud-based data hosting and computing, data backup, and multi-year data hosting needs. TEE's software has been validated by a number of US and international customers and collaborators in Missouri, Illinois, Canada, and Italy.

TEE's founding members all hold PhD degrees in Civil Engineering (Buttlar, Adu-Gyamfi, Majidifard), with specialization in pavements, transportation, and data science. TEE's founders have published several of the foundational journal papers on machine learning in pavements, IRI assessment with smartphone data capture, and were the lead organizers of the First International Symposium on Data Science in Pavements (www.pavementdatascience.com), held in March of 2022 in conjunction with the US Federal Highway Administration, Turner-Fairbanks Highway Research Laboratory. TEE's offices, labs and computational servers are headquartered at the Missouri Innovation Center (MIC), located near the south-west corner of the University of Missouri campus in Columbia, Missouri (USA). Mr. Charlie Nemmers rounds out TEE's technical staff, having formerly served as a Director of the FHWA Turner Fairbanks Highway Research Lab

and as a faculty member at Mizzou. TEE Engineers have performance pavement evaluation and management projects across the country, and have international experience. Dr. Buttlar is the Editor-In-Chief of *Road Materials and Pavement Design, an International Journal*. He also chaired the RILEM committee TC-MDC, Mechanisms of Cracking and Debonding in Asphalt and Composite Pavements. We have managed related projects across Missouri, including projects with MoDOT, City of KCMO, City of St. Louis, and a number of other smaller cities and counties across the state. We also have previous project experience in Illinois, Minnesota, Kansas, Oklahoma, Georgia, Florida, Virginia, Pennsylvania, Texas, and California.

Appendix B

IRI Assessment with TEE's Mobile App

TigerEye's mobile application (interface shown in Figure B1) will be used to estimate the roughness index (IRI). The APP first captures vehicles' speed, acceleration, rotation, heading, location (latitude, longitude) from the phone's on-board sensors. The APP has been calibrated to IRI: data was collected at different speeds, on different types of roads and a machine learning algorithm has been developed to correlate the data captured from the phone to actual IRI data. The TigerEye APP will output live roughness information when WiFi is available. In WiFi-dead zones, the APP stores vehicle vibration and mobility information in the smartphone storage system.

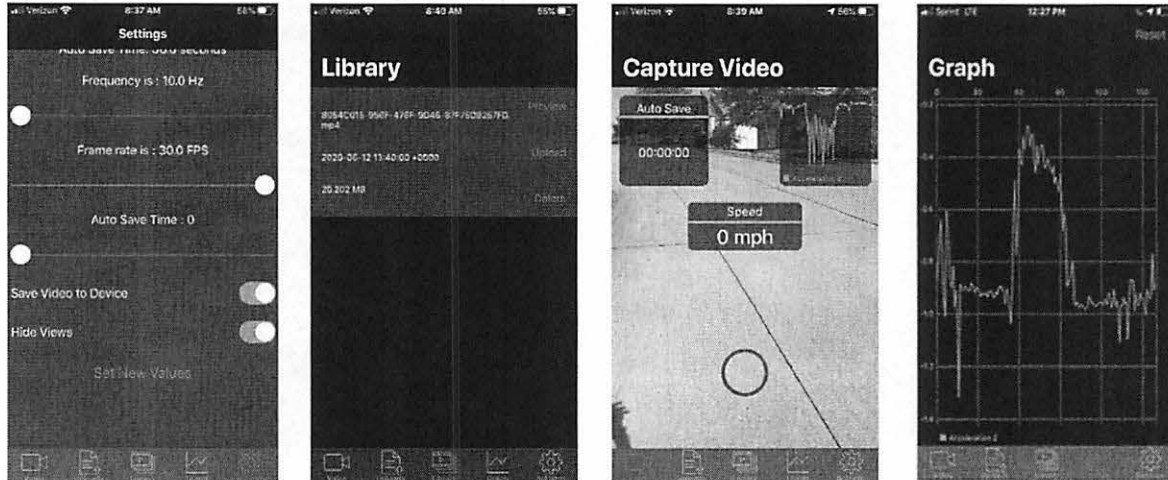


Figure B1. Mobile App Interface for Capturing IRI

Figure B2 shows the accuracy of the mobile apps' estimated IRI on different road sections and vehicle speeds. The average root mean squared error ranges between 1.6 and 5.8 inches per mile. The accuracy is lowest for low-speed roads, with average RMSE ranging between 3 and 8 inches per mile. Consistently high accuracies are observed when speeds are greater than 35 mph.

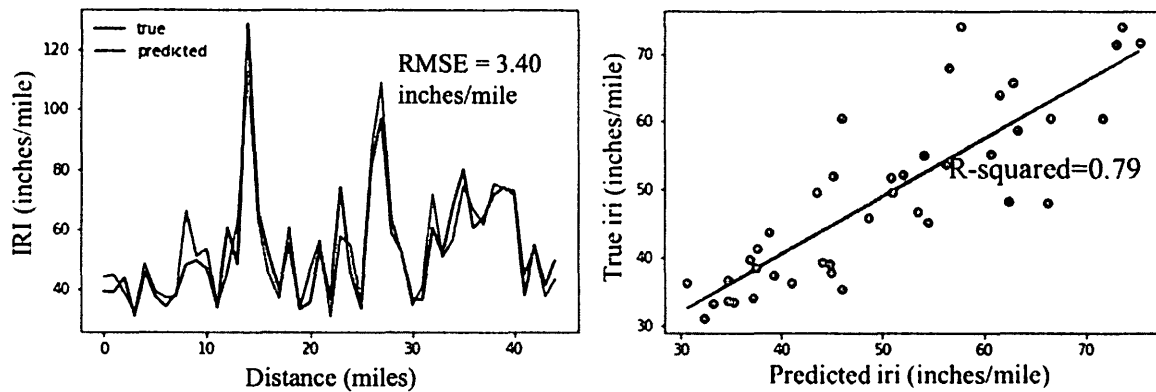


Figure B2. Accuracy of Tiger Eye APP for Estimating IRI

The software-based approach will be calibrated and validated against roughness captured by a Class 1 Inertial Profiler that satisfies the ASTM-950 – 98 Standard, “Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling. Calibration will be carried out at the State Technical College airport, in Linn, MO. The advantage of the smartphone based system is its high accuracy and low cost, which opens the door for more frequent assessments to be made. It can also detect highly localized, severe acceleration features, such as potholes, which can be tagged and automatically sent to TEE’s visualization platform.

**Affidavit of Compliance with Section 285.525-285.550 RSMo
For All Services in Excess of \$5,000.00**

State of Missouri)
County of Boone) ss
)

I, William G. Butlar am an authorized agent of TIGER EYE ENGINEERING, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Jefferson. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program (signature page of the MOU with Homeland Security) is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

GRANT HAYES McDONNELL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 5/26/2024
Commission #20718063

[Signature]
Affiant Date

Subscribed and sworn to before me this 08 day of June, 2022

Grant Hayes McDonnell
Notary Public

My commission expires: 05/26/2024

If bidder is an individual and does not have any employees of any sort, complete this section.

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date Signature

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: 1842214

Approved by:

Employer Tiger Eye Engineering, LLC	
Name (Please Type or Print) William G Buttlar	Title
Signature Electronically Signed	Date 06/06/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/07/2022

Company ID Number: 1842214

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Tiger Eye Engineering, LLC
Company Facility Address	1601 S. Providence Rd., 119D Columbia, MO 65211
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	873158999
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)