COUNCIL AGENDA
January 5, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

   1. Rob O'Brian, President Joplin Area Chamber Of Commerce
      present an Economic Update to Council

   2. Proclamation To Recognize The Recycling Center's 15th Year Anniversary

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Nils Ranum, 79 Canterbury Lane, Joplin, requested to address Council regarding Community Block Grant/Disaster Relief proposals for repair of infrastructure in the tornado zone.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2015-250
      AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 410 Islington Place in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-250 410 ISLINGTON PLACE EASEMENT VAC.DOC, CB 2015-250 UTILITY EASEMENT VAC 410 ISLINGTON PLACE.DOC, CB 2015-250 EASEMENT VACATION 410 ISLINGTON PLACE.PDF

   3. COUNCIL BILL NO. 2015-251
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located east of County Road 190 (Prigmore Avenue), north of Route FF (East 32nd Street), west of County Road 180, and south of East 26th Street in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-251 VOL ANNEX 26TH ST. 32ND ST. CR 190 AND CR 180.DOC, CB 2015-251 VOL ANNEX EAST 26TH ST, 32ND ST, COUNTY RD 190, COUNTY ROAD 180.DOC, CB 2015-251 VOL ANNEXATION 26TH ST., HWY. FF, CR 190 AND CR 180.PDF

   4. COUNCIL BILL NO. 2015-252
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8225 East 26th Street in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-252 VOL ANNEX 8225 EAST 26TH STREET.DOC, CB 2015-252 VOL ANNEX 8225 EAST 26TH STREET.DOC, CB 2015-252 VOL ANNEXATION 8225 EAST 26TH STREET.PDF

8. **Consent Agenda**

1. Minutes Of The December 15, 2014 Council Meeting

   Documents: DEC 15, 2014.DOCX

2. COUNCIL BILL NO. 2014-031
   COUNCIL BILL NO. 2014-031 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TeleCommunications Systems, Inc. (TCS) for the purpose of providing equipment and services to facilitate integration between Jasper County Emergency Services (JASCO) and the Joplin Police Department (JPD); and authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

3. COUNCIL BILL NO. 2014-284
   COUNCIL BILL NO. 2014-284 - AN ORDINANCE requesting the review of the Final Plat of JOPLIN HIGH SCHOOL SUBDIVISION located south of 20th Street to 25th Street and east of Grand Avenue to Indiana Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2015-253
   AN ORDINANCE requesting the review of the Final Plat of TWIN HILLS SUBDIVISION PLAT 2 located at 26th Street and Horton Smith Drive in the City of Joplin, Jasper County, Missouri.

   Documents: SUMMARY SHEET CB 2015-253 FINAL PLAT TWIN HILLS PLAT 2.DOC, CB 2015-253 FINAL PLAT TWIN HILLS PLAT 2.DOC, CB 2015-253 FINAL PLAT TWIN HILLS PLAT 2.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO 2015-101
   AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for Six Hundred Sixty Four Thousand and no/100 Dollars ($664,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area and containing an emergency clause.

   Documents: JOPLIN CDBG ENGR WORK AUTHORIZATION 12-29-2014 DRAFT.PDF, CB 2015 101.PDF, SUMMARY SHEET CB 2015 101.PDF, EXHIBIT A, AMA DR2AP1 2 CDBG SANITARY SEWER.PDF

2. COUNCIL BILL NO 2015-102
   AN ORDINANCE approving a agreement for Anderson Engineering for Thirty Four Thousand Five Hundred and no/100 Dollars ($34,500.00) for Consultant Services for the Pennsylvania & Virginia – 31st to 28th Stormwater Repairs project and containing an emergency clause.

   Documents: CB 2015 102 PENNSYLVANIA VIRGINIA 31ST TO 28TH STORM SEWER-REPAIRS.PDF, SUMMARY SHEET CB 2015-102.PDF, PJ-1538A PENNSYLVANIA AND VIRGINIA STORMSYSTEM, 31ST TO 28TH.PDF

3. COUNCIL BILL NO 2015-103
   AN ORDINANCE approving a agreement for Anderson Engineering for Twenty One Thousand Five Hundred and no/100 Dollars ($21,500.00) for the Design and Construction Management for the Drainage Repairs-Michigan & Kansas, 26th to 30th project in the Tornado Recovery Area and containing an emergency clause.

Documents: MICHIGAN STORM SYSTEM ADDENDUM 2 WORK AUTHORIZATION.PDF, CB 2015 103.PDF, SUMMARY SHEET CB 2015 103.PDF, 26 MICHIGAN AREA MAP.PDF

4. COUNCIL BILL NO 2015-104
AN ORDINANCE approving an agreement with Allgeier, Martin & Associates in the amount of Thirty Six Thousand and no/100 Dollars ($36,000.00) for the Lone Elm Interceptor Sewer Improvements Project and containing an emergency clause.

Documents: AMENDMENT NO 3 11-07-14.PDF, CB 2015 104.PDF, CB 2014 164 MAP.PDF, SUMMARY SHEET CB 2015 104.PDF

5. COUNCIL BILL NO. 2015-400
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertaining to 2014 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and containing an emergency clause.

Documents: 2. 2014ESC_AGREEMENT.PDF, 1 SUMMARY CB 2015-400.PDF, 3. CB 2015-400.PDF

6. COUNCIL BILL NO. 2015-600
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with American Ramp Company for the purpose of constructing a skate park in Ewert Park; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: CONTRACT - SKATEPARK FINAL.PDF, GREEN SHEET - SKATEPARK.PDF, COPY OF RATING_SKATE_PARK.PDF, SKATEPARK INTERVIEW SCORE.PDF, CB2015-600.PDF

7. COUNCIL BILL NO. 2015-601
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement to purchase the Crosslines Property for the City of Joplin: authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: GREEN SHEET -CROSSLINE PURCHASE.PDF, REAL ESTATE CONTRACT CROSSLINES.PDF, CB2015-601.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO.2015-100
AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Agreement with Newton County Commission to replace the existing bridge structure on Jackson Avenue over Shoal Creek authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: NEWTON CO MEMORANDUM OF AGREEMENT.PDF, NEWTON COUNTY MOA SUMMARY SHEET.PDF, CB2015-100.PDF

2. COUNCIL BILL NO. 2015-450
Council Bill No. 2015-450 approving a lease agreement between the City of Joplin (City) and Aids Project of the Ozarks, Inc. (APO), providing for lease of office space at the Joplin Health Department for APO staff providing services for Joplin area residents.

Documents: CB2015-450-SUMMARY SHEET APO LEASE AGREEMENT.PDF, CB2015-450 COUNCIL BILL APO LEASE AGREEMENT.PDF, CB2015-450 LEASE AIDS PROJECT OF THE OZARKS FINAL.PDF

3. COUNCIL BILL NO. 2015-602
   AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin, Missouri a Municipal Corporation and METS Ambulance Service for providing emergency medical care in the City of Joplin. Authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri, in the same or substantially similar form.

   Documents: COUNCIL BILL 2015-602 METS MOU.PDF, GREEN SHEET METS MOU.PDF, METS MOU RE OPERATIONS 2014.PDF

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

13. **Unfinished Business**

14. **New Business**

1. APPOINTMENTS TO BOARDS AND COMMISSIONS

2. DECLARE SURPLUS PROPERTY ITEMS
   Surplus Item list

   Documents: SURPLUS ITEMS 1-5-15.DOCX

3. NEWS FROM THE PIO

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

Item: COUNCIL BILL NO. 2015-250
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 12/8/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 050-14: 410 Islington Place – A request for the vacation of a 10 foot utility easement on Lots 21 through 24 in the East Roanoke Addition – Ralph and Patti Kassab.

STAFF SUMMARY:
The proposed vacation will not have a negative impact on the public since the easement is no longer needed for existing or the future extension of utilities. All utilities currently exist in other easements. Staff has received letters from all the utility companies agreeing to the vacation.

Staff recommends approval of Case 050-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. and Mrs. Kassab were not present. Mr. Bolander stated that this old easement does not contain any utilities. This property is actually an aggregation of many lots in an older subdivision, with this easement never being vacated. The City staff has contacted the utility companies, who don't need the easement in the future since utilities currently exist in the neighborhood. The staff recommends approval of this vacation.

PUBLIC COMMENT:
None.

P & Z Case 050-14
Ralph and Patti Kassab
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-250 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 410 Islington Place in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 410 Islington Place in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of the 10 foot wide utility easement as shown on Lots numbered Twenty-one (21) through Twenty-four (24) inclusive, as shown on the recorded plat of East Roanoke, an addition to the City of Joplin, Jasper County, Missouri, said easement lying five (5) feet on each side of the following described centerline: Commencing at a point on the north line of said Lot Twenty-one, said point being 50 feet east of the northwest corner of Lot Twenty-one; Thence East along the north line of said Lot Twenty-one, 140.7 feet more or less to the northeast corner of said Lot Twenty-one and the point of ending, said point being on the west right-of-way line of Pearl Avenue. The sidelines of said easement to be extended or shortened to meet at angle points and to terminate at the east line of the West 50 feet of said Lots 21 and 22 on the west and at the west right-of-way line of Pearl Avenue on the east.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: December 8, 2014
City Council Meeting: January 5, 2014

STAFF PLANNING REPORT
Vacation

CASE 050-14:

A request to vacate a utility easement

APPLICANT: Ralph & Patti Kassab

REPRESENTATIVE: N/A

LOCATION: 410 Islington Place

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Utility	10' x 400'

REASON FOR VACATION:

The utility easement is requested to be vacated to allow the property owners to construct an addition onto the rear of their home.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The proposed vacation will not have a negative impact on the public since the easement is no longer needed for existing or the future extension of utilities. All utilities currently exist in other easements. Staff has received letters from all the utility companies agreeing to the vacation.

STAFF RECOMMENDATION:

Staff recommends approval of Case 050-14

ENCLOSURES:

Map (easement to be vacated highlighted in yellow)

RECEIVED
10-31-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 050-14
Filing Fee: $ 350.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

I. Applicant Name: Ralph & Patti Kassab Phone: (417) 623-3129

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

Address: 410 Islington Place Zip: 64801

Email: rkassab@cableone.net

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

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

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

1. Private rights will not be injured or endangered by the vacation. Doesn't attach or affect anyone else's property

2. The vacation will not cause the public to suffer a loss or inconvenience. That is correct

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

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

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

SIGNATURE: _____ DATE: October 31 2014

BY: _____

TITLE: _____

TSE
TRI-STATE ENGINEERING

Kassab Property - Utility Easement to be Vacated

All that part of the 10 foot wide utility easement as shown on Lots numbered Twenty-one (21) through Twenty-four (24) inclusive, as shown on the recorded plat of East Roanoke, an addition to the City of Joplin, Jasper County, Missouri, said easement lying five (5) feet on each side of the following described centerline:

Commencing at a point on the north line of said Lot Twenty-one, said point being 50 feet east of the northwest corner of said Lot Twenty-one;
Thence East along the north line of said Lot Twenty-one, 140.7 feet more or less to the northeast corner of said Lot Twenty-one and the point of ending, said point being on the west right-of-way line of Pearl Avenue.

The sidelines of said easement to be extended or shortened to meet at angle points and to terminate at the east line of the West 50 feet of said Lots 21 and 22 on the west and at the west right-of-way line of Pearl Avenue on the east.



TSE
TRI-STATE ENGINEERING
Toll-Free: 866-781-0643 • www.tristate-engineering.com
702 S. Main, Joplin, MO 64801 • 403 W. First St., Claremore, OK 74017


W ISLINGTON PL
205
337
414
410
R1
EAST ROANOKE ADDITION
AD111
Remove
20' u/e
25'
N PEARL AVE
JAMES T FARRAR'S REPLAT EAST ROANOKE
205
AD200
310
AD111
AD111
825
333
Map created with ArcIMS - Copyright (C) 2005 City of Joplin.



Case 050-14: Easement Vacation – A request for the vacation of a 10 foot wide utility easement on Lots 21 through 24 in East Roanoke Addition - Ralph and Patti Kassab

Case 050-14: 410 Islington Place – A request for the vacation of a 10 foot utility easement on Lots 21 through 24 in the East Roanoke Addition – Ralph and Patti Kassab.

Mr. Eastman opened the public hearing for Case 050-14.

Mr. and Mrs. Kassab were not present. Mr. Bolander stated that this old easement does not contain any utilities. This property is actually an aggregation of many lots in an older subdivision, with this easement never being vacated. The City staff has contacted the utility companies, who don't need the easement in the future since utilities currently exist in the neighborhood. The staff recommends approval of this vacation.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 050-14.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 050-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

Item: COUNCIL BILL NO. 2015-251
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 12/8/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 055-14: East 26th Street, Highway FF (32nd Street), County Road 190, Country Road 180 – A request to voluntarily annex into the Corporate Limits of the City of Joplin, Missouri – Joplin Business & Industrial Development Corporation.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 255 acres of land located between 26th Street & 32nd Street and between County Road 190 and County Road 180. This property is part of the Crossroads Industrial Park and is currently undeveloped.

Staff recommends approval of Case 055-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander represented the Joplin Business & Industrial Development Corporation (JIDA) on Case 055-14. The City of Joplin has an agreement with JIDA for the annexation of the Crossroads Industrial Park. The property on the west side of County Road 190 is currently in the City of Joplin, with the east side not being in the city limits. The JIDA was eligible for state incentives if the property was outside the City of Joplin.

Most of the state funding has been used, mostly for the proposed interchange at Interstate 44 and County Road 190. The JIDA is now requesting that the property become part of the City of Joplin, with Case 055-14 and Case 056-14 being part of that request.

Mr. Eastman asked if the properties will be rezoned in the future, and Mr. Bolander replied yes. He explained that newly annexed land comes into the City with R-1 zoning since it is the most protected zoning classification. A public hearing will be held to rezone the property to industrial.

Mr. Duncan asked about the existing building on those lots, and Mr. Bolander replied the property in Case 055-14 is currently vacant. The property in Case 056-14 contains the Eagle-Picher facility.

PUBLIC COMMENT:
None.

P & Z Case 055-14
Joplin Business & Industrial Development Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-251 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located east of County Road 190 (Prigmore Avenue), north of Route FF (East 32nd Street), west of County Road 180, and south of East 26th Street in Jasper County, Missouri.

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

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

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

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

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

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

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

A tract of land in the S-1/2 of Section 14, Township 27 North, Range 32 West of the Fifth Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the Northwest corner of the S-1/2 of the SW-1/4 of said Section 14; thence S 88 degrees 50 minutes 15 seconds E along the North line of said S-1/2 of the SW-1/4, a distance of 45.00 feet to a point on the East right-of-way line of County Road 190 (Prigmore Avenue), the Point of Beginning; thence S 01 degrees 39 minutes 18 seconds W along said right-of-way, 380.00 feet to the Northwest corner of the Heartland Pet Foods tract as recorded in Book 2257 at Page 1444; thence S 88 degrees 50 minutes 15 seconds E and parallel with the North line of said S-1/2 of the SW-1/4 along the North line of said tract, 1675.00 feet; thence S 01 degrees 38 minutes 53 seconds W and parallel with the West line of Section 14 along the East line of said tract, 884.60 feet to a point on the North right-of-way line of State Highway FF (32nd Street); thence S 88 degrees 49

minutes 57 seconds E along said right-of-way, 934.86 feet to a point on the East line of the SW-1/4 of said Section 14; thence S 01 degrees 43 minutes 06 seconds W along said East line, 9.77 feet to a point on the North right-of-way line of State Highway FF (32nd Street); thence S 88 degrees 49 minutes 57 seconds E along said North right-of-way, 2430.59 feet to the Southwest corner of the Bingham tract as recorded in Book 2261 at Page 150; thence N 01 degrees 49 minutes 49 seconds E, 796.85 feet to the Northwest corner of the Bec-Dan tract as recorded in Book 1935 at Page 1865; thence S 88 degrees 58 minutes 57 seconds E to the Northeast corner of said Bec-Dan tract; thence N 01 degrees 51 minutes 22 seconds E along the West right-of-way line of County Road 180, a distance of 1792.24 feet to a point on the North line of the SE-1/4 of said Section 14; thence N 88 degrees 50 minutes 48 seconds W, 2636.46 feet to the Center 1/4 corner of said Section 14; thence N 88 degrees 50 minutes 48 seconds W, 1408.80 feet; thence S 01 degrees 38 minutes 53 seconds W along the East line and an extension thereof of the Coca Cola tract as recorded in Book 2226 at Page 1371, a distance of 657.09 feet to the Southeast corner of said tract; thence N 88 degrees 50 minutes 33 seconds W, 684.05 feet to the Southwest corner of said tract; thence N 01 degrees 37 minutes 55 seconds E along the West line of said tract, 296.64 feet to the Southeast corner of the Reaction Capital tract as recorded in Book 2230 at Page 920; thence N 88 degrees 20 minutes 14 seconds W along the South line of said tract, 530.00 feet to a point on the East right-of-way line of County Road 190 (Prigmore Avenue); thence S 01 degrees 38 minutes 53 seconds W along said right-of-way, 301.31 feet to a point on the North line of the Comer tract as recorded in Book 1592 at Page 861; thence S 88 degrees 50 minutes 33 seconds E, 285.00 feet to the Northeast corner of said tract; thence S 01 degrees 38 minutes 53 seconds W, 300.00 feet to the Southeast corner of said tract; thence N 88 degrees 50 minutes 33 seconds W, 290.00 feet to the Southwest corner of said tract on the East right-of-way line of County Road 190 (Prigmore Avenue); thence S 01 degrees 38 minutes 53 seconds W along said right-of-way, 57.00 feet to the Northwest corner of the Cresap tract as described in Book 1254 at Page 1843; thence S 88 degrees 50 minutes 15 seconds E, 290.00 feet to the Northeast corner of said tract; thence S 01 degrees 38 minutes 53 seconds W, 300.00 feet to the Southeast corner of the Riggs tract as recorded in Book 1637 at Page 2310 on the North line of the S-1/2 of the SW-1/4 of said Section 14; thence N 88 degrees 50 minutes 15 seconds W along said North line, 275.00 feet to the Point of Beginning. Containing 255.15 acres, more or less. Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of March, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: December 8, 2014
City Council Meeting: January 5, 2014

STAFF PLANNING REPORT
Voluntary Annexation

CASE 055-14:

A request to voluntarily annex approximately 255 acres in the Crossroad Industrial Park.

LOCATION: Located between 26th St. & 32nd St. and between County Rd. 190 & County Rd. 180

APPLICANT: Joplin Industrial Development Authority

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	255.15 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 255 acres of land located between 26th St. & 32nd St and between County Rd. 190 and County Rd. 180. This property is part of the Crossroads Industrial Park and is currently undeveloped.

Staff recommends approval of Case 055-14.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Signed:_____

Printed Rob O'Brian_____

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

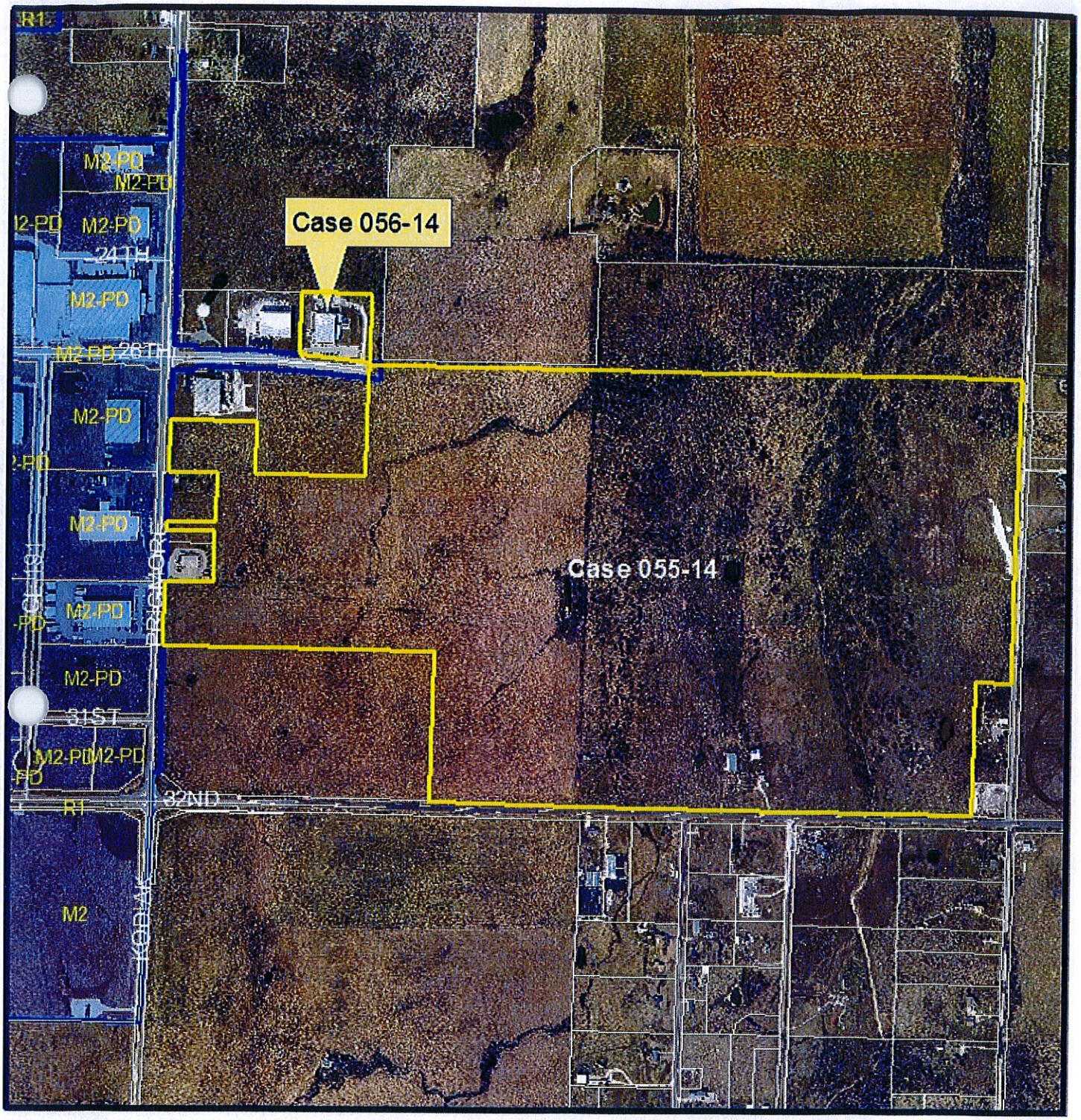
On this 17th day of November 2014, before me appeared _____, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires:_____.

LEANN J. SCHROER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: April 06, 2018
Commission Number: 14524522

_____
Notary Public



Case 055-14 and Case 056-14: Voluntary Annexation – A request to annex into the City of Joplin property generally described as located between26thSt. & 32nd St. and between County Rd. 190 & County Rd. 180 -Joplin Industrial Development Authority.



Case 055-14: East 26th Street, Highway FF (32nd Street), County Road 190, Country Road 180 – A request to voluntarily annex into the Corporate Limits of the City of Joplin, Missouri – Joplin Business & Industrial Development Corporation.

Case 056-14: 8225 East 26th Street – A request to voluntarily annex into the Corporate Limits of the City of Joplin, Missouri - Joplin Business & Industrial Development Corporation.

Mr. Eastman opened the public hearing for Case 055-14 and Case 056-14.

Mr. Bolander represented the Joplin Business & Industrial Development Corporation (JIDA) on Case 055-14 and Case 056-14. The City of Joplin has an agreement with JIDA for the annexation of the Crossroads Industrial Park. The property on the west side of County Road 190 is currently in the City of Joplin, with the east side not being in the city limits. The JIDA was eligible for state incentives if the property was outside the City of Joplin.

Most of the state funding has been used, mostly for the proposed interchange at Interstate 44 and County Road 190. The JIDA is now requesting that the property become part of the City of Joplin, with Case 055-14 and Case 056-14 being part of that request.

Mr. Eastman asked if the properties will be rezoned in the future, and Mr. Bolander replied yes. He explained that newly annexed land comes into the City with R-1 zoning since it is the most protected zoning classification. A public hearing will be held to rezone the property to industrial.

Mr. Duncan asked about the existing building on those lots, and Mr. Bolander replied the property in Case 055-14 is currently vacant. The property in Case 056-14 contains the Eagle-Picher facility.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 055-14 and Case 056-14.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 055-14 AND CASE 056-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

Item: COUNCIL BILL NO. 2015-252
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 12/8/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 056-14: 8225 East 26th Street – A request to voluntarily annex into the Corporate Limits of the City of Joplin, Missouri - Joplin Business & Industrial Development Corporation.

STAFF SUMMARY:
The applicant (Joplin Business and Industrial Development Corporation) is requesting to voluntarily annex approximately 4 acres of land located at 8225 East 26th Street into the City of Joplin. This property is part of the Crossroads Industrial Park and currently contains an Eagle Picher industrial facility.

Staff recommends approval of Case 056-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander represented the Joplin Business & Industrial Development Corporation (JIDA) on Case 056-14. The City of Joplin has an agreement with JIDA for the annexation of the Crossroads Industrial Park. The property on the west side of County Road 190 is currently in the City of Joplin, with the east side not being in the city limits. The JIDA was eligible for state incentives if the property was outside the City of Joplin.

Most of the state funding has been used, mostly for the proposed interchange at Interstate 44 and County Road 190. The JIDA is now requesting that the property become part of the City of Joplin, with Case 055-14 and Case 056-14 being part of that request.

Mr. Eastman asked if the properties will be rezoned in the future, and Mr. Bolander replied yes. He explained that newly annexed land comes into the City with R-1 zoning since it is the most protected zoning classification. A public hearing will be held to rezone the property to industrial.

Mr. Duncan asked about the existing building on those lots, and Mr. Bolander replied the property in Case 055-14 is currently vacant. The property in Case 056-14 contains the Eagle-Picher facility.

PUBLIC COMMENT:
None.

P & Z Case 056-14
Joplin Business & Industrial Development Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-252 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8225 East 26th Street in Jasper County, Missouri.

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

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

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

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

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

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

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

> A tract of land located in the Northwest Quarter (NW 1/4) of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows: Commencing at the West Quarter (W 1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00 degrees 54 minutes 45 seconds East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89 degrees 05 minutes 15 seconds East, a distance of 817.07 feet to the point of beginning, thence South 89 degrees 05 minutes 15 seconds East a distance of 431.96 feet, thence South 00 degrees 54 minutes 45 seconds West, a distance of 406.87 feet to a point on the North right-of-way line of East Alliance Parkway, a proposed road to Jasper County, Missouri, thence North 85 degrees 07 minutes 34 seconds West, along said right-of-way line, a distance of 433.00 feet, thence North 00 degrees 54 minutes 45 seconds East, leaving said right-of-way line, a distance of 376.96 feet to the point of beginning, except any part taken for road right-of-way. Subject to a 10 foot utility easement along all four sides thereof.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of March, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: December 8, 2014
City Council Meeting: January 5, 2014

STAFF PLANNING REPORT
Voluntary Annexation

CASE 056-14:

A request to voluntarily annex approximately 4 acres in the Crossroad Industrial Park.

LOCATION: 8225 E. 26th St.

APPLICANT: Joplin Business and Industrial Development Corporation

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Eagle Picher Industrial Operation	Approx. 4 acres

DISCUSSION

The applicant (Joplin Business and Industrial Development Corporation) is requesting to voluntarily annex approximately 4 acres of land located at 8225 E. 26th St into the City of Joplin. This property is part of the Crossroads Industrial Park and currently contains an Eagle Picher industrial facility.

Staff recommends approval of Case 056-14.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Signed: _____

Printed Rob O'Brian _____

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

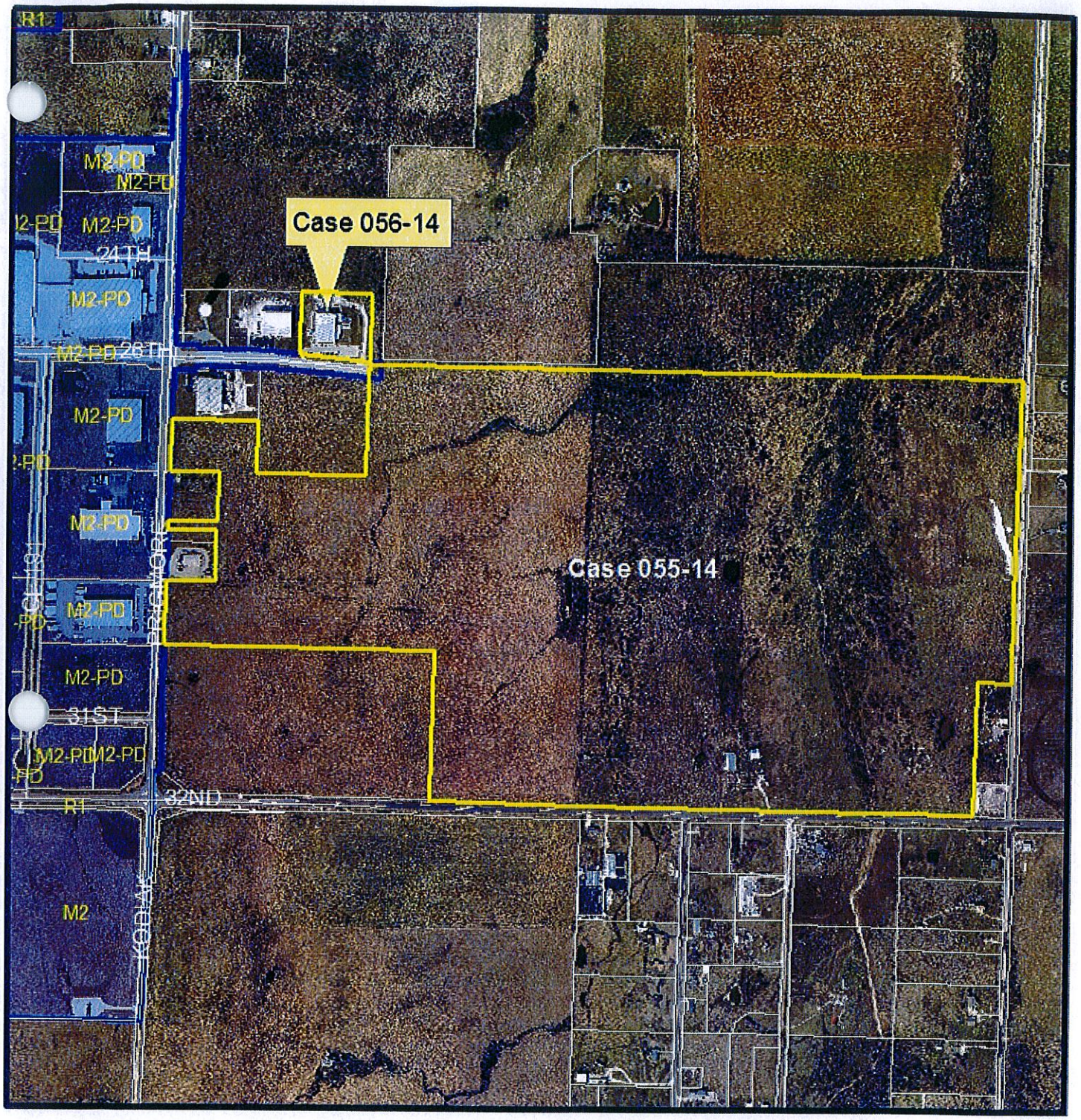
On this 17th day of November 2014, before me appeared Rob O'Brian, to me known to be the President of Joplin Business & Industrial Development Corp, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: _____.

LEANN J. SCHROER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: April 06, 2018
Commission Number: 14524522

_____
Notary Public



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MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 055-14 AND CASE 056-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES December 15, 2014

CALL TO ORDER

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

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Council Member Woolston

ROLL CALL – Answering Roll Call were: Ms. Melodee Colbert-Kean; Mr. Morris Glaze; Mrs. Miranda Lewis; Dr. Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley; Michael Woolston and Michael Seibert, Mayor.

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

REPORTS AND COMMUNICATIONS
Chris Churchwell, Chairman, - Capital Improvement and Public Safety Committee Chris presented the report of the Capital Improvement and Public Safety to Council.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Shaw, Second by Mr. Scearce, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, 8. Abstention: 1, Woolston. Mr. Woolston mentioned he would be abstaining on Council Bill No. 2014-280 and Council Bills 2014-281.

Minutes of the December 1, 2014 Council Meeting

COUNCIL BILL NO. 2014-278 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at the northwest corner and southeast corner of 32nd Street and Central City Road/Antelope Road in the City of Joplin, Jasper County and Newton County, Missouri. Ordinance No. 2014-205

COUNCIL BILL NO. 2014-279 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located west of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-206

COUNCIL BILL NO. 2014-280 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1, District C-1, and District C-1-PD and including in District C-3-PD property as described below and located generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-207

COUNCIL BILL NO. 2014-281 -AN ORDINANCE providing for the vacation of all public street right-of-ways north of 20th Street between Delaware Avenue and Carolyn Place, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-208

COUNCIL BILL NO. 2014-282 -AN ORDINANCE approving the voluntary annexation by the City of Joplin of property east of Prigmore Avenue between Interstate 44 and East Alliance Parkway in Jasper County, Missouri. Ordinance No. 2014-209

COUNCIL BILL NO. 2014-283 - AN ORDINANCE Request to Review the Final Plat of SCHUBER'S VALLEY located at the southeast corner of 26th Street and Oliver Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-210

COUNCIL BILL NO. 2014-521 - AN ORDINANCE amending Division 3, Investment Policy, of Article V. Finance, in chapter 2, Administration, of the Code of Ordinances of the City of Joplin to implement certain language changes to the investment policy. Ordinance No. 2014-211

RESOLUTIONS

Mr. Shaw introduced Council Bill No. 2014-022. Motion by Mr. Shaw, Second by Mr. Woolston that Resolution No. 2014-022 be approved. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston, 8, Abstention: Glaze, 1.

The Resolution was read as being RESOLUTION NO. 2014-022

A RESOLUTION of the City of Joplin, Missouri to accept a bid for the sale of $8,200,000.00 of Chapter 100 Taxable Industrial Revenue Bonds to facilitate an economic development project pursuant to a lease agreement between the City and Cott Corporation.

ORDINANCES-EMERGENCIES

Mr. Woolston introduced Council Bill No. 2014-192. Motion by Mr. Woolston, Second by Mr. Glaze that Council Bill No. 2014-192 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-212

AN ORDINANCE approving a contract with Dalton Killinger Construction Co. for One Million One Hundred Five Thousand Eight Hundred Thirty Eight and 98/100 Dollars ($1,105,838.98) for construction of the Infrastructure Improvements at 28th and Pennsylvania and at Even Avenue

and County Club and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-193**.** Motion by Mr. Glaze, Second by Mr. Stanley, that Council Bill No. 2014-193 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-213

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 1715 S. Grand. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Five and 00/100 Dollar ($3,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-194. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2014-194 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-214

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 310 N. Oak. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Sixty Five and 00/100 Dollar ($2,765.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-195. Motion by Mr. Shaw, Second by Mr. Scearce that Council Bill No. 2014-195 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-215

AN ORDINANCE approving a contract with Sprouls Construction Co. for One Million Two Hundred Ninety Six Thousand One Hundred Nine and no/100 Dollars ($1,296,109.00) for construction of the 15th Street Area Improvements-Green Zone project and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-196**.** Motion by Mr. Glaze, Second by Mr. Stanley, that Council Bill No. 2014-196 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-216

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Four Hundred Thirty Four Thousand Ninety Eight and 86/100 Dollars ($434,098.86) for the 26th

Street Sidewalk and Overlay project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-197. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2014-197 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-217

AN ORDINANCE approving a contract with Hunter Chase & Associates in the amount of Three Hundred Fifty Six Thousand Six Hundred Seven and 50/100 Dollars ($356,607.50) for the Repair of Sidewalk, ADA ramps, and Curb and Gutter project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-415. Motion by Mr. Woolston, Second by Mr. Glaze that Council Bill No. 2014-415 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-218

AN ORDINANCE authorizing the City of Joplin to enter into an Engineering Design Contract with Allgeier Martin & Associates for $70,000 for the Public infrastructure improvements in NID #4; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-416. Motion by Mr. Woolston, Second by Mrs. Lewis that Council Bill No. 2014-416 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Mrs. Patty Heagel, CDBG Project Manager, introduced Mr. Rizwan Shad, Partner with Deloitte.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-219

AN ORDINANCE approving the City of Joplin execute Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Two Million Nine Hundred Seventy-Two Thousand Eight Hundred Thirty-Six Dollars ($2,972,836.00) and authorizing the Director of Planning and Community Development to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-628. Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2014-628 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-220

AN ORDINANCE amending the Salary Administration Plan adopted by Ordinance No. 2014-016 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2014-031. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2014-031 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-031

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TeleCommunications Systems, Inc. (TCS) for the purpose of providing equipment and services to facilitate integration between Jasper County Emergency Services (JASCO) and the Joplin Police Department (JPD); and authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

ORDINANCES – SECOND READING AND THIRD READING

A motion by Mr. Woolston, Second by Mr. Scearce to suspend the Robert Rules of Order to allow Council Bill No. 2004-668 to be brought off the table and place on Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

AMENDED COUNCIL BILL NO. 2004-668 - AN ORDINANCE approving the Redevelopment Project for Parcel I of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

Motion by Mr. Woolston, Second by Mr. Glaze to Approve the amendments to Council Bill 2004-668. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Motion by Mr. Woolston, Second by Mr. Glaze to Pass Amended Council Bill 2004-668 on Second Reading, Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The AMENDED COUNCIL BILL No. 2004-668 was declared Adopted and entitled Ordinance No. 2014-221

AN ORDINANCE approving the Redevelopment Project for Parcel I of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

A motion by Mr. Woolston, Second by Mr. Scearce to suspend the Robert Rules of Order to allow Council Bill No. 2004-669 to be brought off the table and place on Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. AMENDED COUNCIL BILL NO. 2004-669 - AN ORDINANCE approving the Redevelopment Project for Parcel J of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

Mr. Troy Bolander introduced Mr. Ian McDonald, with Polsinelli, Kansas City, Missouri.

Motion by Mr. Woolston, Second by Mr. Glaze to Approve the amendments to Council Bill 2004-669. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Motion by Mr. Woolston, Second by Mr. Glaze to Pass Amended Council Bill 2004-669 on Second Reading, Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The AMENDED COUNCIL BILL No. 2004-669 was declared Adopted and entitled Ordinance No. 2014-222

AN ORDINANCE approving the Redevelopment Project for Parcel J of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

UNFINISHED BUSINESS

NEW BUSINESS

News from the PIO, Lynn Onstot: Lynn Onstot announced the Annual Christmas Parade was Tuesday, December 2, 2014 at 6pm. The Winning Float, How the Grinch Stole Christmas was from the City of Joplin's Park & Rec Department – The Mayor of Whoville, Director, Chris Cotten, and Members of the staff and their children decorated and participated in the parade making it a very successful and fun time. The Grinch and the Mayor of Whoville himself had a grand time.

Police Corporal Bryan Henderson received an award from the Special Olympics in Jefferson City last week for the Unsung Heroes Award for his assistance with the Joplin Truck Convoy. Joplin had a 65 % Inc. over last year and the Joplin Police Dept. is the Second highest in collections for Special Olympics in the State.

In May of 2015, A Special Meeting for Missouri Council on Historians will be coming back to our community. Once held in 2007, we are happy to be hosting this State event again.

Happy Holiday Season, Happy New Year, Happy Hanukah.

Mayor wished the Best to the City Staff and said the City Staff is the very best Staff in the country and that he is so honored to be with them and wished the Staff a Merry Christmas and Happy Hanukah.

There being no further business the meeting adjourned at 6:50 p.m.

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

Item: COUNCIL BILL NO. 2015-253
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Copy of Final Plat
3) Commission Minutes
4) Copy of Council Bill

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 12/8/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 051-14: 26th Street and Horton Smith Drive – A request for the review of a Final plat for "Twin Hills Plat 2" – Crossland Construction.

STAFF SUMMARY:
The final plat is for Twin Hills Subdivision Plat 2, an 8 lot residential subdivision. The preliminary plat was approved in March of this year. Twin Hills Plat 2 is located west of Twin Hills Plat 1 that is currently under development. Similar phases of the subdivision are planned to be completed towards the west near the intersection of 26th Street and Country Club Drive.

Staff recommends approval of Case 051-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander stated that the developer submitted a preliminary plat at the beginning of 2014. This final plat is just the next phase of that subdivision. The plat meets the requirements of the subdivision code, with the City staff recommending approval of the plat.

PUBLIC COMMENT:
None.

P & Z Case 051-14
Crossland Construction
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-253 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of TWIN HILLS SUBDIVISION PLAT 2 located at 26th Street and Horton Smith Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for TWIN HILLS SUBDIVISION PLAT 2 in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of TWIN HILLS SUBDIVISION PLAT 2, described as follows:

A PARCEL OF LAND BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME PARCEL AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 828, IN PAGE 190, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, THENCE ALONG THE CENTER QUARTER SECTION LINE, SOUTH 87°58'45" EAST, 942.63 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 02°01'15" EAST, 63.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°32'34" EAST, 68.41 FEET; THENCE NORTH 29°56'26" WEST, 110.85 FEET; THENCE NORTH 76°08'35" EAST, 12.98 FEET; THENCE NORTH 36°17'51" WEST, 57.76 FEET; THENCE NORTH 31°38'10" WEST, 48.94 FEET; THENCE NORTH 13°49'51" WEST, 147.22 FEET; THENCE SOUTH 79°41'37" EAST, 136.70 FEET; THENCE NORTH 84°37'40" EAST, 17.18 FEET; THENCE NORTH 78°14'11" EAST, 89.51 FEET; THENCE THENCE SOUTH 16°38'20" EAST, 153.72 FEET; THENCE NORTH 73°40'04" EAST, 12.00 FEET; THENCE NORTH 16°38'20" WEST, 152.75 FEET; THENCE NORTH 76°54'21" EAST, 295.44 FEET; THENCE SOUTH 54°21'14" EAST, 231.30 FEET; THENCE SOUTH 45°42'27" WEST, 175.20 FEET; THENCE SOUTH 27°30'10" EAST, 131.80 FEET; THENCE SOUTH 01°32'34" WEST, 125.90 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°27'26" WEST, 702.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI.

CONTAINING 7.4 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC., DRAWING NUMBER JOP-100-3421.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: December 8, 2014
City Council Meeting: January 5, 2015

STAFF PLANNING REPORT
Final Plat

CASE 051-14:

Final Plat review for "Twin Hills Plat 2"

NAME OF SUBDIVISION: Twin Hills Plat 2

LOCATION: 26th St. & Horton Smith Drive

APPLICANT: Crossland Construction

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Twin Hills Country Club	Twin Hills Country Club	Single-Family	Future Single-Family

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
8	23,645 ft²	46,475 ft²	35,266 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 26th Street	Collector	Approx. 60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: Utilities are being extended to the property.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

The proposed subdivision complies with the City's Subdivision Regulations, including minimum lot width and size.

DISCUSSION

The final plat is for Twin Hills Subdivision Plat 2, an 8 lot residential subdivision. The preliminary plat was approved in March of this year. Twin Hills Plat 2 is located west of Twin Hills Plat 1 that is currently under development. Similar phases of the subdivision are planned to be completed towards the west near the intersection of 26th St. and Country Club Dr.

Staff recommends approval of Case 051-14.

ENCLOSURES:
Final Plat

RECEIVED 11-3-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Return Form To:
Municipal Planner
Municipal Building
303 East Main
P. O. Box 1355
Joplin, Missouri 64802
417-624-0820

Case Subdivision ~~No.~~: 051-14
Date Filed: 11-3-14
Date of Meeting:
Fee: —
Deposit: —

I. Name of Subdivision: Twin Hills

II. Name of Owner: Crossland Construction

III. Name of Sub divider: Crossland Construction

IV. Name of Person who prepared the Plat? Randy Lyon

V. Date of Hearing: 10-31-2014

VI. Location of Property by Streets: 26th and Horton Smith Dr.

VII. Present Zoning of Property R-1

VIII. Present Uses of Property Vacant

IX. No. of Acres I Total Tract 7.4 No. of Lots 24

Instructions:

The following checklist is to be completed by the Zoning Administrator and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation must accompany this checklist.

X. Does the Final Plan show the following information?	Yes	No
A. Name of the subdivision.	X	

B.	Location of section township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	Y	
C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	Y	
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	Y	
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	Y	
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	Y	
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	Y	
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning Commission.		
I.	Building setback lines on the front and side streets with dimensions.		
J.	Name and address of the registered land surveyor preparing the plat.	Y	
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	Y	
L.	Statement dedicating all easements, streets, alleys, and all other areas are not previously dedicated.	Y	

XI. Was the original on Mylar, tracing cloth, or similar material, and were 10 copies submitted? _____ _____

XII. Have all acknowledgments been signed? _____ _____

A. Owner or owners and all mortgager. _____ _____

B. Dedications or reservations. _____ _____

C. Engineer, surveyor or person preparing plat. _____ _____

D. Zoning Administrator and County Collector. _____ _____

XII. Title Opinion:

A. Submitted (Date)_____ _____ _____

B. Have all owners and mortgager signed plat? _____ _____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? _____ _____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? _____ _____

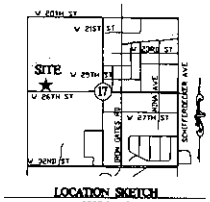
B. If so, has a copy been submitted? _____ _____

XV. How has the installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, As required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

XVI Are additional comments attached? _____ _____

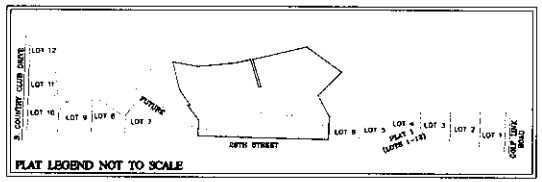
FINAL PLAT OF
TWIN HILLS SUBDIVISION PLAT 2
CITY OF JOPLIN, JASPER COUNTY, MISSOURI



LOCATION SKETCH
SECTION 17
T. 27 N., R. 33 W
SCALE: 1"=2000

CURVE TABLE					
CURVE #	DELTA	ARC LENGTH	RADIUS	BEARING	CHORD LEGTH

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



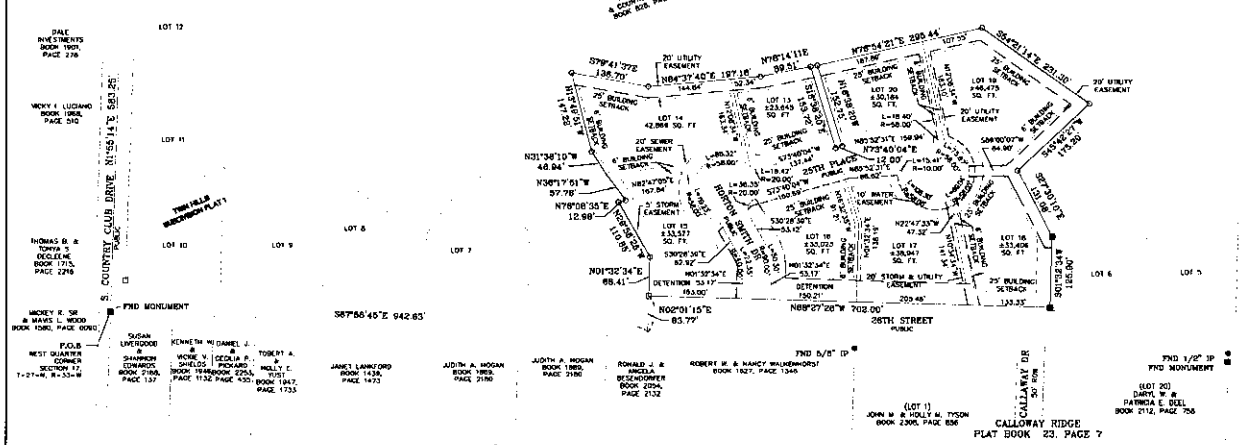
PLAT LEGEND NOT TO SCALE

UTILITY NOTE
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. UTILITY LOCATE NUMBER 133530308

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0235C, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IN FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0255C, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

FND IP	FOUND IRON PIN
SET IP	SET IRON PIN
SET MONUMENT	SET SEMI PERMANENT MONUMENT
PROPERTY LINE	
EASEMENT LINE	
BUILDING SETBACK LINE	
EASEMENT LINE	


TWIN HILLS GOLF & COUNTRY CLUB, INC. BOOK 828, PAGE 190
DALE INVESTMENTS BOOK 1991, PAGE 278
VICKY I. LUCHANO BOOK 1804, PAGE 510
THOMAS B. & TONYA S. DEGLEHE BOOK 1715, PAGE 2216
MICKEY R. SR & MAVIS L. WOOD BOOK 1580, PAGE 0090
P.O.B. WEST QUARTER CORNER SECTION 17, T-27-N, R-33-W
SUSAN LIVERGOOD & SHANNON EDWARDS BOOK 2186, PAGE 137
KENNETH W. DANIEL JR. & WOKIE J. SHIELDS BOOK 1945, PAGE 1132
CECILIA R. PICKARD BOOK 2255, PAGE 435
TOBERT A. & HOLLY C. HUST BOOK 1847, PAGE 1733
JAMES LAWKFORD BOOK 1438, PAGE 1473
JUDITH A. MOGAN BOOK 1989, PAGE 2180
JUDITH A. MOGAN BOOK 1989, PAGE 2180
RONALD J. & ANGELA BISENGIMER BOOK 2094, PAGE 2132
ROBERT W. & NANCY WALKENHORST BOOK 1827, PAGE 1346
FND 5/8" IP
FND MONUMENT
S87°56'46"E 942.83'
N01°56'14"E 583.26'
N01°56'14"E 2093.32'
FND IP
NORTHWEST CORNER SECTION 17, T-27-N, R-33-W
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
COUNTRY CLUB DRIVE
TWIN HILLS SUBDIVISION PLAT 1
S79°41'37"E 138.70'
20' UTILITY EASEMENT
N84°39'40"E 197.18'
144.84'
N76°14'11"E 99.51'
52.36'
N76°54'21"E 299.44'
S84°21'14"E 291.30'
N01°56'14"E 564.26'
N31°36'19"W 46.94'
N36°17'51"W 57.76'
N76°08'35"E 12.98'
N01°32'34"E 68.41'
N02°01'15"E 83.77'
N89°27'26"W 702.00'
28TH STREET
PUBLIC
S01°58'34"W 185.90'
S45°42'27"W 175.20'
S88°00'07"W 64.90'
N03°32'31"E 158.94'
N73°40'04"E 12.00'
N22°47'33"W 47.32'
N01°32'34"E 53.17'
DETENTION 53.17'
193.00'
DETENTION 190.21'
209.48'
133.33'
LOT 13 ±33,649 SQ. FT.
LOT 14 42,864 SQ. FT.
LOT 15 ±33,527 SQ. FT.
LOT 16 ±33,406 SQ. FT.
LOT 17 ±39,941 SQ. FT.
LOT 18 ±33,020 SQ. FT.
LOT 19 ±46,475 SQ. FT.
LOT 20 ±30,169 SQ. FT.
BUILDING SETBACK
20' SEWER EASEMENT
5' STORM EASEMENT
10' WATER EASEMENT
20' STORM & UTILITY EASEMENT
25' BUILDING SETBACK
6' BUILDING SETBACK
R=58.00'
R=20.00'
R=10.00'
L=15.41'
L=36.39'
L=18.22'
L=89.32'
L=15.60'
L=137.44'
L=100.69'
L=100.00'
L=100.00'
L=100.00

Case 051-14: 26th Street and Horton Smith Drive – A request for the review of a final plat for "Twin Hills Plat 2" – Crossland Construction.

Mr. Eastman opened the public comment period for Case 051-14.

Mr. Bolander stated that the developer submitted a preliminary plat at the beginning of 2014. This final plat is just the next phase of that subdivision. The plat meets the requirements of the subdivision code, with the City staff recommending approval of the plat.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 051-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 051-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: CHRIS ERISMAN, P.E.	
Department: **Public Works Department**		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-DR2AP1-2
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-DR2AP1-2 exceed the sum of Six Hundred Sixty Four Thousand and No/100 Dollars ($664,000.00).

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

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: December 29, 2014

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

COUNCIL BILL NO. 2015-101 ORDINANCE NO.

AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for Six Hundred Sixty Four Thousand and no/100 Dollars ($664,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area and containing an emergency clause.

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

Section 1. Approval of agreement for Allgeier Martin & Associates Inc. for Six Hundred Sixty Four Thousand and no/100 Dollars ($664,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
Council Bill No. 2015-101

Item: Work Authorization with Allgeier, Martin & Associates Inc. for Design and Construction Management for Sanitary Sewers in the Tornado Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-101

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed the amount of $664,000.00 for Design and Construction Management for Sanitary Sewers in the Tornado Area.

Background: In August of 2014, Council Bill 2014-157 was approved authorizing the execution of a contract with the firm of Allgeier, Martin & Associates, Inc., for the purpose of providing professional engineering services related to the design and construction management of all sanitary sewer repairs, reconstruction and replacement within the recovery zone. Funding for this contract was identified as coming from the Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant – Disaster Recovery – Round 2 funding appropriation received by the City of Joplin in May of 2013.
The first work authorization with Allgeier, Martin & Associates, Inc., was for $1,123,000.00, which included additional funds for the completion of the closed circuit television (CCTV) inspection of the collection system within the recovery zone; preparation of environmental assessments; the design of several major sewer line replacements and the preparation of an area wide program for the repair, reconstruction or replacement of the sanitary sewer system within the recovery zone.

Discussion: On December 4, 2014, HUD approved Partial Action Plans #2 and #3, which i ncluded $4,500,000 for Sanitary Sewer Design and Construction. As was outlined in CouncilBill 2014-157, additional work authorizations would be forth coming as the funding became available – this Council Bill is the second work authorization for Allgeier, Martin & Associates, Inc. and is for a not-to-exceed amount of $664,000.00.

Recommendation: Staff recommends approval of a Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed the amount of $664,000.00 for Design and Construction Management for Sanitary Sewers in the Tornado Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR2AP1-2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR2 Funding)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the other Consulting firms responsible for other improvement aspects of the overall project as well as the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

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

1.1.3.2 Integration of Existing Closed Circuit Television (CCTV) sanitary sewer line inspection data previously completed outside the EDR but within the project area, into the City of Joplin Geographical Information System (GIS) system as well as ongoing GIS support and data manipulation for project coordination efforts.

1.1.3.3 Evaluation of CCTV sanitary sewer line inspection data to prepare sanitary sewer renovation projects in critically determined areas.

1.1.3.4 Design of renovation project number two and renovation project number three including the preparation of plans and specifications necessary to bid said work. It is estimated that approximately 21,000 LF of sanitary sewer mains will be renovated as part of Renovation Project Number Two and approximately 19,000 LF of sanitary sewer mains will be renovated as part of Renovation Project Number Three.

1.1.3.5 Bidding and Construction Phase Engineering of Renovation project number Two. It is estimated that approximately 21,000 LF of sanitary sewer main and associated manholes will be renovated as part of Renovation project number Two.

1.1.3.6 Resident Construction Representation Phase services for sanitary sewer renovation project number two. It is estimated that approximately 21,000 LF of sanitary sewer main and associated manholes will be renovated as part of this project. Services will be provided full time with an estimated construction duration of 8 months.

1.1.3.7 Bidding and Construction Phase Engineering for the Maiden Lane Sanitary Sewer Relocation project.

1.1.3.8 Bidding and Construction Phase Engineering for the Banker's Branch Interceptor Sewer Replacement project from 20th and Connecticut to Murphy Boulevard.

1.1.3.9 Resident Construction Representation Phase services for the Banker's Branch Interceptor Sewer replacement project from 20th and Connecticut to Murphy Boulevard. Services will be provided full time with an estimated construction duration of 4 months.

1.1.3.10 Completion of CCTV Inspection and cleaning of sanitary sewers to reflect actual field conditions within the project boundary area above the quantities contained within AMA-DR2AP1-1.

1.1.3.11 Coordination of the tasks included within this Agreement with other City Consultants designing CDBG infrastructure improvements within the project area as well as other City Consultants designing infrastructure improvements utilizing State funding near the project area; with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant; and with the project schedules of each said infrastructure improvement consultant. This service will also include maintaining and modifying the overall project strategy previously developed.

1.1.3.12 Negotiation and acquisition of rights-of-way/easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for projects described in paragraphs 1.1.3.4:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.3 Evaluate drainage areas and known future land uses for areas in which existing sanitary sewer lines are to be replaced and considered for upgrades in capacity to calculate a size for new replacement sanitary sewer mains in those areas. Future land uses may need to be determined based upon Engineering judgment and known information as to future development plans known by OWNER and OWNER's representatives.

1.2.4 Consult with OWNER's representatives regarding the preferred rehabilitation and replacement alternatives.

1.2.5 Obtain topographic survey data and field information relative to existing facilities to the extent necessary for design of sewer replacement projects. Coordinate with other firms for the scheduling of other infrastructure improvement projects planned for the respective project areas.

1.2.6 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.7 Investigate existing rights-of-way and easement boundaries along project route. It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements.

1.2.8 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.9 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.10. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.13. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Community Development Block Grant (CDBG) program.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for projects described in paragraphs 1.1.3.5, 1.1.3.7 and 1.1.3.8, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications)

maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12. Assist OWNER with providing documentation to OWNER’s representatives for CDBG reimbursement requests, including breakdown of amount of funds spent in low to moderate income (LMI) areas. LMI area limits shall be provided by OWNER for use in this calculation.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the

RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does

not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 City of Joplin GIS Integration

1.5.1 Conversion of completed CCTV inspection data inside the project boundary to the City of Joplin GIS format.

1.5.1.1 Correlate data received from CCTV back to City naming conventions for input back to the City of Joplin GIS system.

1.5.1.2 Arrange obtained field CCTV data into a format to match the City of Joplin GIS system attributes and organizational setup for insertion back into the City's GIS system.

1.5.1.3 Preparation of maps and organization of field data obtained necessary for design of sanitary sewer improvement projects.

1.5.1.4 Preparation of maps and organization of field data obtained as needed by other consultant teams for coordination and as needed for use by the City of Joplin.

1.5.1.5 Incorporate sanitary sewer line rating data for area back into City of Joplin GIS system.

1.5.1.6 Develop attributes to add data back to the City GIS system for information regarding the CCTV inspection data and locations.

1.5.2 Ongoing GIS support, data retrieval, data manipulation, system attribute configuration and modifications for project coordination and design efforts.

1.6 Sanitary Sewer CCTV Inspection

ENGINEER shall provide the following sanitary sewer CCTV inspection services for projects described in paragraph 1.1.3.10:

1.6.1 Provide sanitary sewer collection system television inspection, cleaning and compiling of inspection data for the area not previously CCTV inspected but within the project area boundary. In completing the CCTV cleaning and TV inspection work included as part of Work Authorization AMA-DR2AP1-1, it was determined that the footage of sanitary sewer pipe within the project boundary was more than originally anticipated. In order to reflect actual field conditions, the work remaining to be CCTV inspected and cleaned, above the original estimates, is anticipated to include: Basic cleaning and CCTV inspection of 13,491 L.F. of 6"-10" diameter sewer and 3,787 LF of 18"-21" diameter sewer as well as the anticipated heavy cleaning of 1,664 LF of 12"-15" diameter sewer line and removal of 2 protruding taps. Also included within this scope of work shall be the review of collected data and prioritization of future rehabilitation, including printing of maps and reports.

1.6.1.1 It is recognized that the actual line sizes, lengths of line and quantity of manholes indicated for the designated CCTV inspection area may differ from those anticipated by the ENGINEER and reflected in the scope of work and associated fee indicated in Section 3; therefore a future amendment may be required after actual field conditions are determined in this area.

1.6.2 Evaluate data and rank pipe condition of respective sanitary sewer pipes inspected.

1.6.3 Prioritize sanitary sewer lines and prepare associated maps for future rehabilitation project planning efforts.

1.6.3.1 Prepare cost estimates and maps for projected rehabilitation work.

1.7 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.11:

1.7.1 Attend regularly scheduled project meetings for coordination with OWNER and other consultants designing CDBG infrastructure improvements within the project area as well as other Consultants designing infrastructure improvements utilizing State funding near the project area.

1.7.2 Coordination with utility companies.

1.7.3 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.7.4 Coordination with the project schedules of each infrastructure improvement consultant identified in paragraphs 1.7.1 and 1.7.3.

1.7.5 Development and maintenance of a project schedule in Microsoft Project.

1.7.6 Tracking of Engineering time expended in providing services in Low to Moderate Income (LMI) areas, separate from the remaining areas within the project boundaries.

1.7.7 Maintaining and updating the previously developed sanitary sewer project strategy consisting of anticipated project schedules and associated project cost projections.

1.7.8 The fee established in Section 3 for services included in section 1.7 – Project Coordination, shall cover expenses for this service associated with the tasks included within this Agreement, however, due to some uncertainty as to how much time will actually be expended to complete these services, an amendment to this work authorization may be determined necessary to account for actual time expended.

1.8 Right-of-Way/Easement Acquisition

1.8.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line relocation/replacement/renovation work.

1.8.1.1 Services for right-of-way/easement acquisition is anticipated to be provided for a maximum of 75 individual properties associated with the following projects:

1.8.1.1.1 Bartlett Interceptor Sewer Replacement
1.8.1.1.2 Shoal Creek/23rd Street/Blendville Interceptor Sewer Replacement
1.8.1.1.3 Banker's Addition Interceptor Sewer Replacement
1.8.1.1.4 Renovation Project Number One
1.8.1.1.5 Renovation Project Number Two

1.8.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.8.3. Obtain signed easement documents from willing participants.

1.8.4. In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.8.5 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.8.6. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.8.7. Record and provide OWNER with copies of all executed easements.

1.8.8. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

2. TERMS

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

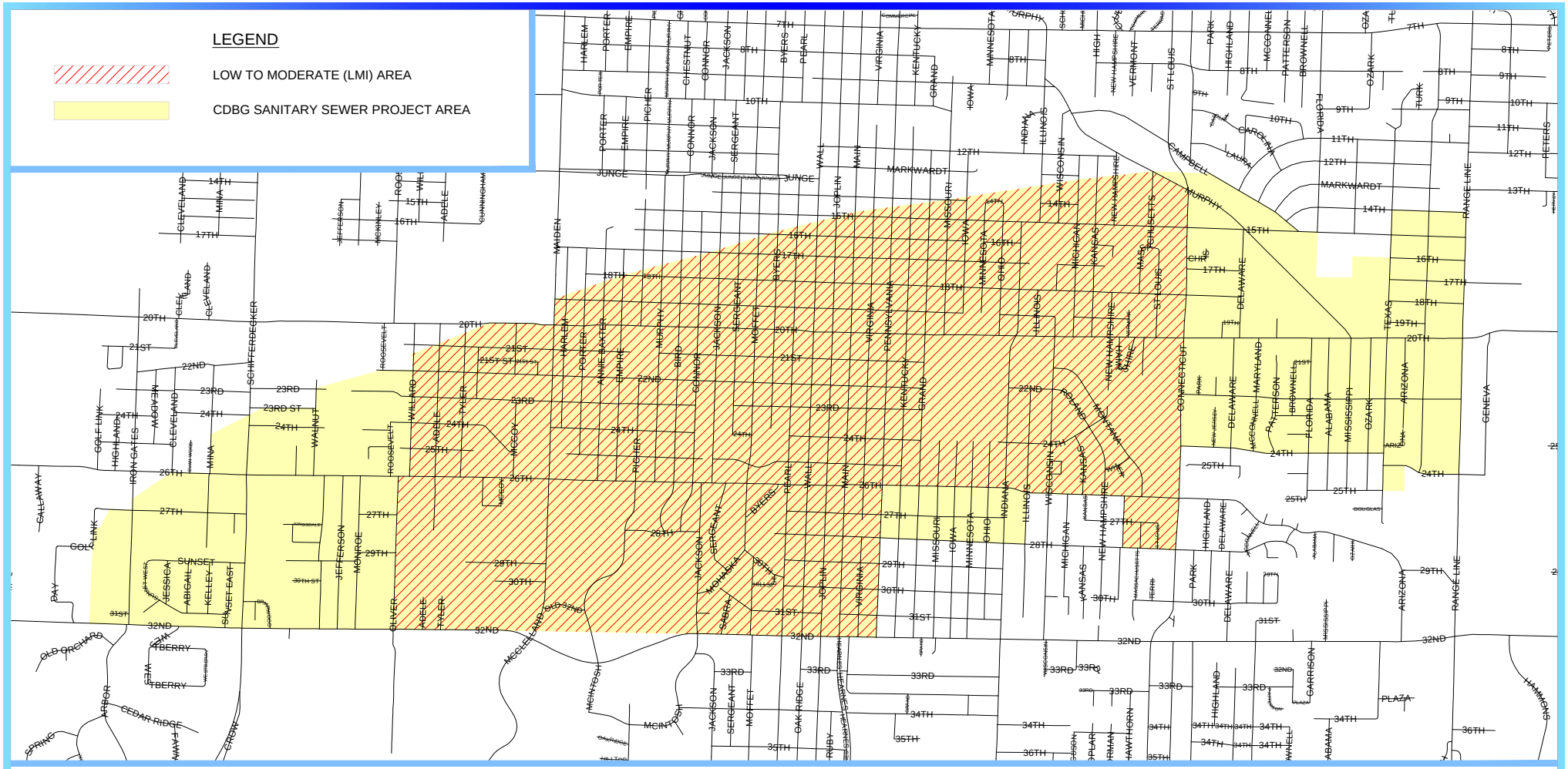
2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than December 1, 2016.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $664,000, as set forth in Work Authorization Number AMA-DR2AP1-2 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Integration of CCTV data into City of Joplin GIS system (Paragraphs 1.1.3.2 and 1.5)	$40,000
Evaluation of Data and Design of Renovation project Number Two (Paragraph 1.1.3.3, 1.1.3.4 and paragraph 1.2)	$35,000
Bidding and Construction Phase Engineering Services for Renovation Project Number Two (Paragraphs 1.1.3.5 and 1.3)	$55,000
Full Time Resident Project Representation Services for Renovation Project Number Two (Paragraphs 1.1.3.6 and 1.4)	$145,000
Bidding and Construction Phase Engineering Services for the Maiden Lane Sewer Replacement Project (Paragraphs 1.1.3.7 and 1.3)	$30,000
Bidding and Construction Phase Engineering Services for the Banker's Branch Interceptor Replacement Project (Paragraphs 1.1.3.8 and 1.3)	$35,000
Full Time Resident Project Representation Services for the Banker's Branch Interceptor Replacement Project (Paragraphs 1.1.3.9 and 1.4)	$70,000
Completion of additional CCTV inspection of sanitary sewer lines not Included within Work Authorization AMA-DR2-AP1-1 (Paragraphs 1.1.3.10 and 1.6)	$37,000
Project Coordination (Paragraphs 1.1.3.11 and 1.7)	$60,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.12 and 1.8)	$157,000
Total Estimated Maximum Fee	$664,000



ATTACHMENT NUMBER ONE TO EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

CDBG SANITARY SEWER PROJECT BOUNDARY
JOPLIN, MISSOURI

ATTACHMENT NUMBER ONE TO EXHIBIT A

ATTACHMENT NUMBER TWO

RATE SCHEDULE
2014-2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Principal/Engineer II	$140	$145	$150
Principal/Engineer I	$125	$130	$135
Designer III/GIS Specialist	$116	$120	$124
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$88	$92
Designer/Technician I	$78	$82	$86
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$185	$190
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$82	$86
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$88	$92
Construction Inspector I	$78	$81	$84
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

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

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2015-102 ORDINANCE NO.

AN ORDINANCE approving a agreement for Anderson Engineering for Thirty Four Thousand Five Hundred and no/100 Dollars ($34,500.00) for Consultant Services for the Pennsylvania & Virginia – 31st to 28th Stormwater Repairs project and containing an emergency clause.

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

Section 1. Approval of an agreement for Anderson Engineering for Thirty Four Thousand Five Hundred and no/100 Dollars ($34,500.00) for Consultant Services for the Pennsylvania & Virginia – 31st to 28th Stormwater Repairs in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
Council Bill No. 2015-102

Item: Work Authorization with Anderson Engineering Inc. for Design and Construction Management for the Drainage Repairs-Pennsylvania & Virginia, 31st to 28th Project in the Tornado Recovery Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-102

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Work Authorization with Anderson Engineering Inc. in the not to exceed the amount of $34,500.00 for Drainage Repairs-Pennsylvania & Virginia, 31st to 28th Project in the Tornado Recovery Area.

Background: **Background:** In April of 2014, Council Bill 2014-126 was approved authorizing the execution of a contract with the firm of Anderson Engineering Inc., for the purpose of providing professional engineering services related to the design of the Drainage Repairs-Pennsylvania & Virginia, 31st to 28th Project in the Tornado Recovery Area. Funding for this contract was identified as coming from the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014.

Discussion: On December 15, 2014, Council approved a construction contract for the Drainage Repairs-Pennsylvania & Virginia, 31st to 28th Project. After a scoping meeting and review of the Work Authorization and Exhibit "A", scope of services, City staff has chosen to use the professional construction management services of Anderson Engineering Inc. and the construction inspection will be performed by City staff. This Council Bill is the second work authorization for Anderson Engineering Inc. and is for a not-to-exceed amount of $34,500.00.

Recommendation: Staff recommends approval of a Work Authorization with Anderson Engineering Inc. in the not to exceed the amount of $34,500.00 for Design and Construction Management of Drainage Repairs-Pennsylvania & Virginia, 31st to 28th Project in the Tornado Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Penn + Virginia Storm Part II
Additional Scope

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Anderson Engineering,Inc. Address: 811 E. Third, Joplin, Mo 64801	
Attention: Dan Johnson		Attention: John Snider	
Department: Public Works		Phone: 417-782-7399	Fax: 417-782-7398
Phone: 624-0820	Fax: 625-4738		

WORK AUTHORIZATION NUMBER _1538A__
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _1538A__ exceed the sum of ___Thirty Four thousand five hundred _____ Dollars ($__34,500.00____).

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

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Brian Head, City Attorney

Engineer: __Anderson Engineering, Inc._____ ____

By: _____

Printed Name: __John Snider_____

Title: __Vice President_____

Date: _____12-29-2014_____

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

EXHIBIT A

November 14, 2014

City of Joplin
Attn: Dan Johnson
602 S. Main Street
Joplin, Missouri 64801

Re: PJ-1538A Proposal for Surveying and Civil Engineering Services
Pennsylvania and Virginia from 31st to 28th
Joplin, Missouri

Dear Mr. Johnson,

We understand this project consists of providing additional design services and easement documents for an additional 1,500 linear feet of storm water improvements to the stormwater project on Pennsylvania, draining into and including Garvin Park. The scope of the project has also been adjusted to include 2,773 linear feet of curb and gutter replacement, and also 1,461 square yards of new sidewalks with ramps.

As requested by you our proposed scope of services is as follows. Our proposed schedule is attached.

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN
Provide a site geometry and site utility plan for the proposed project. Site layout includes stormwater channel, stormwater piping, and street crossings. Based on our meeting with you, a closed-pipe stormwater structures are preferred for this project within the right-of-way. The utility plan will show the existing utilities and identify any conflicts with the proposed improvements. The plans will show the locations of all new sidewalks to be construct and also all new curb and gutter locations. The City of Joplin's standard technical specifications will be used.

CIVIL ENGINEERING – STORMWATER MANAGEMENT AND DESIGN
Provide stormwater analysis and drainage calculations per City of Joplin standards for stormwater.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN
Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for top of pavement, drainage inlets, and grading at one foot contour intervals for the proposed project). The City of Joplin's standard technical specifications will be used.

SURVEYING – SITE TOPOGRAPHIC SURVEY
Provide a topographic engineering survey on the red line areas on the attached Exhibit "A" for engineering design of proposed storm water improvements. Survey will include spot elevations, location of all utilities, corners of buildings/structures and any other improvements located

811 EAST 3RD STREET • JOPLIN, MO 64801 • PH: 417.782.7399 • FX: 417.782.7398 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM
CIVIL ENGINEERING • SURVEYING • STRUCTURAL • MUNICIPAL • GEOTECHNICAL/DRILLING • MATERIALS TESTING

within the street right of way shown on the attached Exhibit "A". The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project. We understand that the City will Hydrovac any structures located during the survey that require being cleared out.

SURVEYING – RIGHT-OF-WAY SURVEY

We anticipate that all work will be within City of Joplin right-of-way or on City owned property. We will provide right-of-way surveys as listed below, as illustrated by the yellow lines on the attached Exhibit "C". The right of way surveys will show the right of way line on both sides of the street to be used in the design phase of this project. At this time, we will only show the right of way lines and will not show each parcel line. Also, no easements will be shown as a part of this survey. Below is a list of the right of way lines to be established as a part of this agreement:

1. 30th from Kentucky to Grand
2. 31st from Pennsylvania to Missouri
3. Missouri from 31st to 32nd
4. Pennsylvania from 30th to 31st

The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

CONDUCTING BIDDING ON BEHALF OF THE CITY

This part is covered in a previous agreement.

CONSTRUCTION INSPECTION ON BEHALF OF THE CITY

We will perform site inspection during construction on behalf of the City of Joplin. We will provide documentation to the City after each inspection. We anticipate daily site visits over a eight week period.

OPTION #1 SURVEYING – TEMPORARY CONSTRUCTION EASEMENT PREPARATION

At this time, we do not anticipate needing any permanent easements to construct these improvements. However, temporary construction easements may be necessary. We can assist the City and prepare the easement description and sketch to be used to acquire the temporary easement.

OPTION #2 - EASEMENT NEGOTIATION

If needed, we will negotiate the acquisition of the each needed temporary construction easement. We anticipation it will take up to 4 hours to acquire each temporary construction easement.

Base Scope/Fee:

Civil Engineering – Design, Plans and Specifications[1]	$ 18,000.00
Surveying – Site Topographic Survey[1]	$ 9,500.00
Surveying – Right-of-way Survey[1]	$ 4,500.00
Bidding on Behalf of the City	$ 0.00
Construction Inspection on Behalf of the City	$ 2,500.00

MAXIMUM NOT TO EXCEED FEE:	**$34,500.00**

Optional Scope/Fee:

Surveying – Temporary Easement Preparation (Each)	$ 500.00 each
Easement Negotiation (Each)	$ 500.00 each

[1] We propose to complete these services on an hourly basis with a not to exceed limit.

OTHER

This proposal includes providing two sets of sealed plans to the City.

This proposal includes reviews with the City for conceptual, preliminary, and final plans. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities. We have assumed that all public utilities will be located accurately and completely by the Utility Locator.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, additional utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also this proposal also does not include any construction staking, observations, or testing. This proposal also does not include any plan or review compliance with local governmental agency for items not identified above. Anderson Engineering would be happy provide a proposal for these services upon request.

Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

John Snider, PE
Vice President

Jerrod Hogan, PLS
Vice President

EXHIBIT B

PART II – TERMS AND CONDITIONS

1. Reports and Information. The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
2. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
3. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.
4. Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees as follows:
    a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
    b. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
    c. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
    d. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    e. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
    f. In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

7. Affirmative Action for Handicapped Workers

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

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

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

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

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

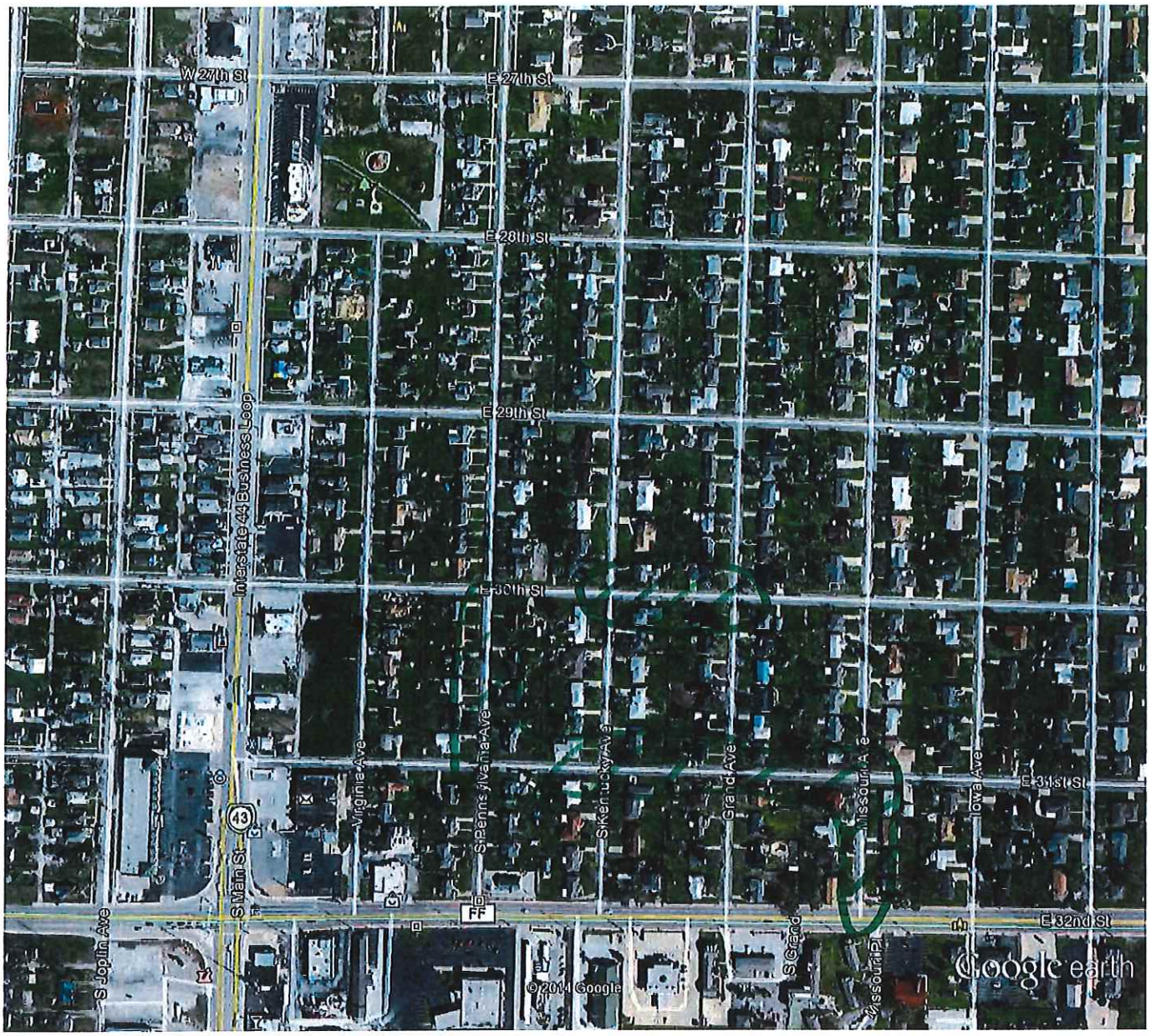
f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

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

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



Google earth

feet 1000
meters 400

Exhibit C

OP ID: JMO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2014

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

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

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Jeff B. Connelly Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ANDER10
INSURED Anderson Engineering, Inc. Nell Brady 2045 W Woodland St Springfield, MO 65807-5913	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Insurance Company — 22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractural GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			84SBWPA1711 EXCLUDES PROF.LIABILITY	03/14/2014	03/14/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			84UEGNM9847	03/14/2014	03/14/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			84SBWPA1711	03/14/2014	03/14/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84WBGRX5600	03/14/2014	03/14/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Pennsylvania & Virginia -31st to 28th Storm water Repairs Project

CERTIFICATE HOLDER

CITYOF

City of Joplin
Attn: Daniel Jackson
Linda White
602 South Main
Joplin, MO 64802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff Connelly

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ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

FEE SCHEDULE - ENGINEERING

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2014 TO 09/30/2015

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$152.00
PROJECT MANAGER	$145.00
PROJECT ENGINEER	$129.00
ASSOCIATE ENGINEER	$108.00
DESIGN ENGINEER	$87.00
TECHNICIAN IV	$86.00
TECHNICIAN III	$71.00
TECHNICIAN II	$59.00
TECHNICIAN I	$43.00
ASSOCIATE DESIGNER	$100.00
DESIGNER II	$80.00
DESIGNER	$76.00
GIS SPECIALIST	$100.00
CADD TECHNICIAN III	$69.00
CADD TECHNICIAN II	$58.00
WORD PROCESSOR	$60.00
MAPPER	$56.00
MAPPING TECHNICIAN	$46.50
CLERICAL	$43.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING & TRAVEL TIME **DEPOSITION/COURT TIME:** 1.5 TIMES THE HOURLY RATE

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

ADDENDUM #2 WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by Dan Johnson and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address:	602 S. Main Street Joplin, MO 64801
The **"PROJECT"**	Michigan Avenue Storm System	Location:	Joplin, MO

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. OPTIONAL SCOPE OF WORK DETAILED IN PROPOSAL LETTER DATED: September 10, 2013.

III. SPECIAL CONDITIONS: Scope of project has been increased from 2,700 linear feet of piping, to 3,800 linear feet. Also 1,600 linear feet of new sidewalks and 3,600 linear feet of curb and gutter replacements have been added to the scope of the project.

IV. FEES AND COMPENSATION:

Compensation shall be for additional design services for a total lump sum fee of **$21,500.00**.

Note: This fee is in addition to our existing contract signed by the City of Joplin November 25, 2013 for the design phase services.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: John T. Snider

John Snider, PE
Vice President

W. Cody Sexton

W. Cody Sexton, PE
Project Engineer

DATE: November 14, 2014

AUTHORIZED AND AGREED TO:

CLIENT,

by: _____

_____
(Print Name and Title)

DATE: _____

GENERAL CONDITIONS

1.PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection charges will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4.RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

COUNCIL BILL NO. 2015-103 ORDINANCE NO.

AN ORDINANCE approving a agreement for Anderson Engineering for Twenty One Thousand Five Hundred and no/100 Dollars ($21,500.00) for the Design and Construction Management for the Drainage Repairs-Michigan & Kansas, 26th to 30th project in the Tornado Recovery Area and containing an emergency clause.

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

Section 1. Approval of an agreement for Anderson Engineering for Twenty One Thousand Five Hundred and no/100 Dollars ($21,500.00) for the Design and Construction Management for the Drainage Repairs-Michigan & Kansas, 26th to 30th project in the Tornado Recovery Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
Council Bill No. 2015-103

Item: Addendum #2 to Work Authorization Agreement with Anderson Engineering Inc. for Design and Construction Management for the Drainage Repairs-Michigan & Kansas, 26th to 30th Project in the Tornado Recovery Area

Originating Department: Public Works – Engineering

Attachments: 1) Addendum #2
2) Map
3) Council Bill No. 2015-103

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Addendum #2 to Work Authorization Agreement with Anderson Engineering Inc. in the not to exceed the amount of $21,500.00 for Drainage Repairs-Michigan & Kansas, 26th to 30th Project in the Tornado Recovery Area.

Background: In November of 2013, Council Bill 2013-346 was approved authorizing the execution of a contract with the firm of Anderson Engineering Inc., for the purpose of providing professional engineering services related to the design of the Drainage Repairs-Michigan & Kansas, 26th to 30th Project in the Tornado Recovery Area. Funding for this contract was identified as coming from the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014.

Discussion: On December 15, 2014, Council approved a construction contract for the Drainage Repairs-Michigan & Kansas, 26th to 30th Project. After a scoping meeting and review of the Work Authorization and Exhibit "A", scope of services, City staff has chosen to use the professional construction management services of Anderson Engineering Inc. and the

construction inspection will be performed by City staff. This Council Bill is the second work authorization for Anderson Engineering Inc. and is for a not-to-exceed amount of $21,500.00.

Recommendation: Staff recommends approval of Addendum #2 to Work Authorization Agreement with Anderson Engineering Inc. in the not to exceed the amount of $21,500.00 for Design and Construction Management of Drainage Repairs-Michigan & Kansas, 26th to 30th Project in the Tornado Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.


ILLINOIS
28TH
26TH
WISCONSIN
MICHIGAN
KANSAS
KANSAS
NEW HAMPSHIRE
VERMONT
27TH
VERMONT
MASSACHUSETTS
MASSACHUSETTS
MONTANA

AMENDMENT NO. 3 TO
AGREEMENT BETWEEN THE CITY OF
JOPLIN, MISSOURI
AND ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Agreement between the City of Joplin, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER), executed on July 18, 2012 for wastewater collection and treatment system improvements is hereby amended as follows:

OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ITEM 1 – BASIC SERVICES OF ENGINEER

1.1 The ENGINEER shall provide the following:

1.1.1 Per Section 1.5 of the original project Agreement, the Engineer shall provide Resident Project Representation Services on the Lone Elm Sewer Line Replacement portion of the project. These services shall be provided by the Engineer on a part-time basis. It is anticipated that this representation will be provided at an average of 20 hours per week throughout the 4 month duration of the project.

ITEM 2 – PAYMENTS TO ENGINEER

2.1 Paragraph 5.1.1.3.1 shall be added to the original agreement as follows:

5.1.1.3.1 For Resident Services During Construction (Lone Elm Sewer Line Replacement): OWNER shall pay ENGINEER for the actual time and expenses incurred in the performance of the resident services during construction on the Lone Elm Sewer Line Replacement project as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A-1 with a maximum fee of $36,000 for part time services as described in Item 1 within this Amendment Number 3 to the Original Engineering Services Contract.

2.2 Exhibit A, Rate Schedule: The Exhibit A, Rate Schedule, contained within the original project agreement includes dates through December 31, 2014. The attached Exhibit A-1, Rate Schedule, that includes rates covering the period of January 1, 2015 through December 31, 2016, shall be added and made part of the project Agreement.

SECTION 3 – SPECIAL PROVISIONS AND EXHIBITS

3.1 No paragraphs or exhibits of the Agreement, other than those described above, are added or amended by this Amendment, nor are any other terms of the Agreement altered by this Amendment. Any further amendment, supplementation, modification, or cancellation of the Agreement may only be effected by a duly executed written instrument.

3.2 This Amendment (consisting of 2 pages), together with the exhibits identified above and with the original Agreement, constitute the entire understanding between OWNER and ENGINEER and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of _____, 2014.

OWNER:	ENGINEER:
The City of Joplin, Missouri	Allgeier, Martin and Associates, Inc.
By_____	By_____
(Authorized Signature)	(Authorized Signature)
_____	Chris Erisman, P.E.
(Printed Name)	(Printed Name)
_____	Vice President
(Title)	(Title)

EXHIBIT A-1

RATE SCHEDULE

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

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

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2015-104 ORDINANCE NO.

AN ORDINANCE approving an agreement with Allgeier, Martin & Associates in the amount of Thirty Six Thousand and no/100 Dollars ($36,000.00) for the Lone Elm Interceptor Sewer Improvements Project and containing an emergency clause.

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

Section 1. Approving an agreement for Allgeier, Martin & Associates for Thirty Six Thousand and no/100 Dollars ($36,000.00) for the Lone Elm Interceptor Sewer Improvements Project in the city of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contract in writing by the Director of Public Works and their certification to the effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015 by a vote of _____.

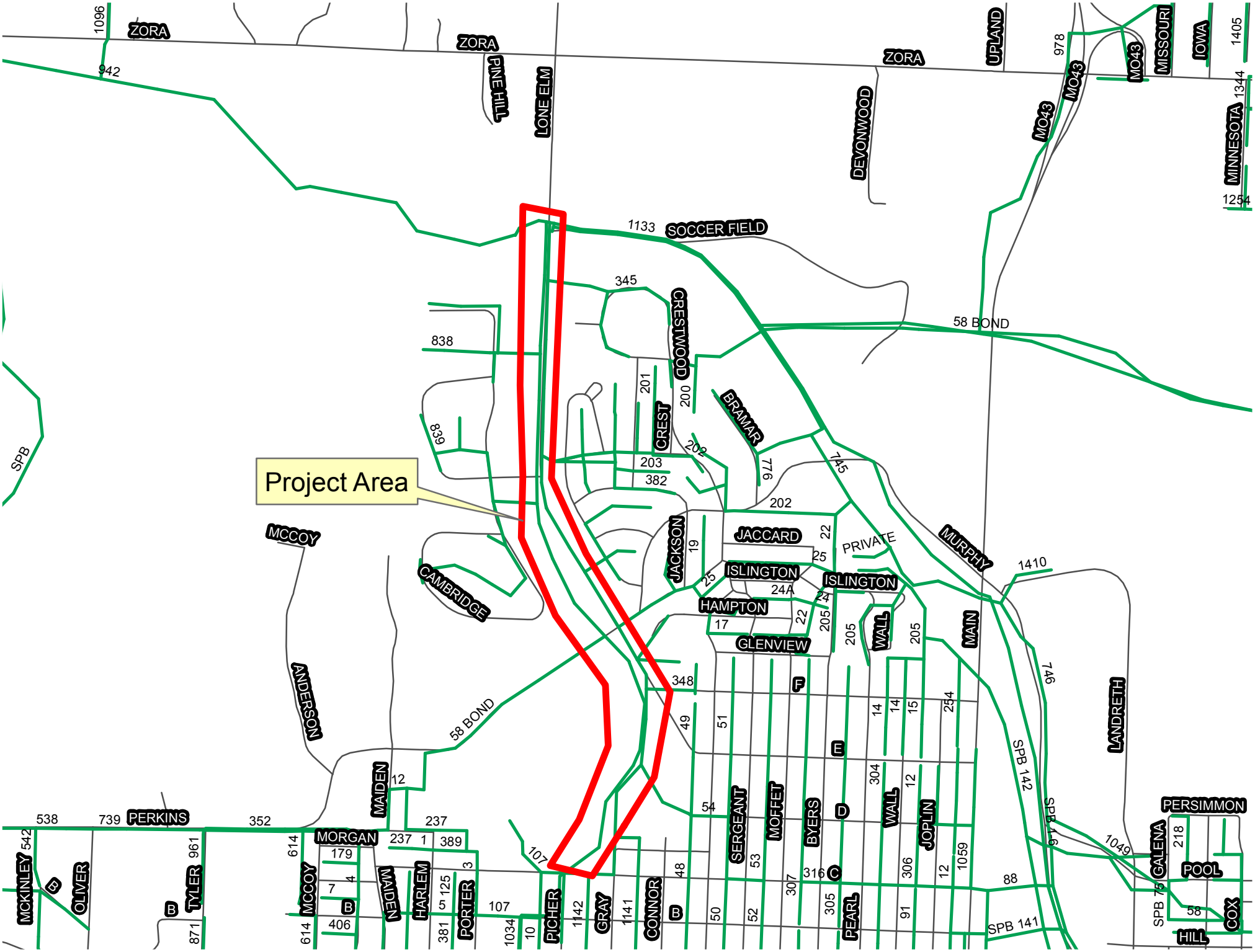
_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


Project Area
ZORA
PINEHILL
LONE ELM
DEVONWOOD
UPLAND
MO43
MISSOURI
IOWA
MINNESOTA
SOCCER FIELD
58 BOND
CRESTWOOD
CREST
BRAMAR
JACKSON
JACCARD
PRIVATE
MURPHY
ISLINGTON
HAMPTON
GLENVIEW
WALL
MAIN
LANDRETH
CAMBRIDGE
MCCOY
ANDERSON
MAIDEN
MORGAN
PERKINS
MCKINLEY
OLIVER
TYLER
HARLEM
PORTER
RICHER
GRAY
CONNOR
SERGEANT
MOFFET
BYERS
JOPLIN
PEARL
PERSIMMON
GALENA
POOL
COX
HILL
SPB
SPB 142
SPB 141

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
Council Bill No. 2015-104

Item: Addendum #3 to Consulting Agreement with Allgeier, Martin and Associates, Inc. for additional Design and Construction Management services for the Lone Elm Interceptor Replacement Project

Originating Department: Public Works – Engineering

Attachments: 1) Addendum #3
2) Map
3) Council Bill No. 2015-104

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Addendum #3 to Consulting Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $36,000.00 for additional Design and Construction Management services for the Lone Elm Interceptor Replacement Project.

Background: In July of 2012, Council Bill 2012-144 was approved authorizing the execution of a contract with the firm of Allgeier, Martin and Associates, Inc., for the purpose of providing professional engineering services related to the design of sanitary sewer collection system improvements in the Lone Elm basin. This project is being paid for with a grant and a loan from the State. The Spring River Basin grant provides 50% of the cost and the remaining 50% will be an SRF loan.

Discussion: On August 25, 2014, Council approved a construction contract for the Lone Elm Interceptor Replacement Project. After a scoping meeting and review of Addendum #3 including the scope of services, City staff has chosen to use the professional construction inspection services of Allgeier, Martin and Associates, Inc.

Recommendation: Staff recommends approval of Addendum #3 to Consulting Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $36,000.00 for additional Design and Construction Management services for the Lone Elm Interceptor Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

2014 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 20__ by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2014 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $136,183.50 from its 2014 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $136,183.50 from its 2014 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $136,183.50 from its 2014 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the

Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.
2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in § 92.505.
3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.
4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.
5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.
6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.
8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.
9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 20___.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Planning & Community Development Director

ATTEST:

Samuel Anselm
City Manager

Barbara L. Hogelin
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

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

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

Item: Council Bill No. 2015-400
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Sub-recipient Agreement
2) Council Bill No 2015-400

Department Head: Troy Bolander	Date:
Finance Director: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Samuel Anselm	Date:

INTRODUCTION:

The following is an agreement between the City of Joplin and the Economic Security Corporation Southwest Area for 2014 HOME Housing Rehabilitation funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's relationship with the Economic Security Corporation (ESC) to rehabilitate owner occupied homes within the region. This program will provide $136,183.50 in 2014 HOME funds for the rehabilitation of homes owned by low-to-moderate income families or individuals. The maximum assistance available will be $25,000 per house with additional costs allowed for project management administration provided by ESC. The allocation should provide adequate funding for approximately six (6) rehabilitation projects.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2014 Action Plan. Staff recommends approval of the agreement on an emergency basis, meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, so ESC can continue with housing rehabilitation projects under the HOME program.

COUNCIL BILL NO. 2015-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation pertaining to 2014 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the City; and containing an emergency clause.

WHEREAS, the City of Joplin and Economic Security corporation (ESC) of Southwest Missouri, are desirous of entering into an agreement whereby ESC will rehabilitate owner occupied homes for low/moderate income families through the Home Partnership Investment Program (HOME).

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

Section 1. That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation dealing generally with 2014 HOME Housing Rehabilitation funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, this Ordinance approves funds that will have an immediate and direct impact on the health, safety and welfare of the low/moderate income recipients by allowing rehabilitation and improvements to be made to their homes.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2015, by the parties identified above.

WITNESSETH: That whereas, American Ramp Company (hereafter referred to as the Contractor) has become the selected bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Ewert Skate Park

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws. The City shall issue a Notice to Proceed within thirty (30) days of this Agreement and Contractor shall complete all of the work for the project within One Hundred Twenty (120) days from the Notice to Proceed.

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

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

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

City of Joplin - Parks and Recreation Department 3010 W. 1st Street, Joplin, MO 64801

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Hundred Three Thousand Five Hundred Dollars ($303,500.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of Five Hundred Dollars ($500.00) per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor’s failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices shall be provided by Contractor during construction.

12. Liability and Indemnity .

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

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

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

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

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

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

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

13. 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.

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

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

a. This Contract
b. All Change Orders
c. Request For Proposal Package 2015-01
d. Addendum #1 for the RFP Issued 11/6/14
e. Special Conditions & Provisions
f. Contractor's Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The scope of work under this Agreement involves the above-mentioned RFP. Contractor provided two concepts in response to the RFP. The City and Consultant will conduct several public input sessions before deciding on a final concept and design for the skate park. Contractor agrees that the final concept will include a concept that is not less than 10,000 square feet and will incorporate a sufficient number of elements, consistent with the two concepts presented in the Contractor's Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

_____
Peter Edwards, City Attorney

CONTRACTOR:

APPROVED AS TO FORM

City of Joplin

By:

_____

_____

Printed Name:

_____

Title:

_____

_____

CITY OF JOPLIN, MISSOURI

By:

_____

_

Samuel L. Anselm, City Manager

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
Council Bill No. 2015-600
Item: Agreement for Construction of a Skateboard Park in Ewert Park
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Council Bill No. 2015-600

Parks and Recreation: Chris Cotten	Date:
Risk Management Director: Dave Allgood	Date:
Finance Department: Leslie Jones	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: To enter into an agreement with American Ramp Company to construct a skateboard park in Ewert Park as approved during discussion at the November 3, 2014 City Council Meeting.

Background: On 11/21/14 Requests for Proposals were due by companies interested in the skate park project. 5 submittals were received. Of the 5, two were disqualified for not meeting bid specifications. These submittals were reviewed on 11/24/14 by a review committee comprised Chris Cotten Parks Director, Scott Garrie, Assistant Parks Director, Steve Curry, Parks Maintenance Supervisor, Troy Bolander Director Planning and Community Development, Patrick Tuttle CVB Director, Brian Kelly, Assistant to the City Manager and Aaron Doll Park Board President. American Ramp Company based out of Joplin, Missouri received the highest rating from the committee. On 12/2/2014 American Ramp Company interviewed with the panel. On 12/10/14 Wally Holliday Skateparks and Grindline Skateparks interviewed with the panel via Skype. American Ramp Company scored the highest with the committee in both the presentation scores and the bid scoring.

Discussion: American Ramp Company ("ARC") scored the highest through the panels' evaluation process and has an excellent track record. American Ramp Company is very capable of providing the residents of Joplin with a state of the art skatepark. American Ramp Company will continue to provide the excellent customer service they have shown in taking care of the existing skate ramp in Schifferdecker Park.

Recommendation: Staff recommends the approval of this agreement.

Reviewer Bolander	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Wally	9	1.8	3	0.45	5	2	3	0.75	5.00
Grind	8	1.6	5	0.75	5	2	3	0.75	5.10
ARC	7	1.4	9	1.35	9	3.6	8	2.00	8.35

Reviewer Kelly	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Wally	7	1.4	5	0.75	7	2.8	4	1.00	5.95
Grind	9	1.8	8	1.2	8	3.2	6	1.50	7.70
ARC	5	1	9	1.35	9	3.6	9	2.25	8.20

Reviewer Curry	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Wally	8	1.6	4	0.6	7	2.8	7	1.75	6.75
Grind	7	1.4	6	0.9	8	3.2	6	1.50	7.00
ARC	9	1.8	8	1.2	8	3.2	8	2.00	8.20

Reviewer Doll	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Wally	7	1.4	5	0.75	7	2.8	8	2.00	6.95
Grind	7	1.4	5	0.75	1	0.4	8	2.00	4.55
ARC	9	1.8	8	1.2	8	3.2	9	2.25	8.45

Reviewer Tuttle	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Wally	7	1.4	5	0.75	5	2	5	1.25	5.40

Grind	8	1.6	6	0.9	6	2.4	5	1.25	6.15
ARC	10	2	8	1.2	8	3.2	8	2.00	8.40

Reviewer	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Cotton									
Wally	8	1.6	4	0.6	10	4	5	1.25	7.45
Grind	10	2	5	0.75	10	4	4	1.00	7.75
ARC	10	2	10	1.5	10	4	10	2.50	10.00

Reviewer	0.2	Quality	0.15	Knowledge of Jtown	0.4	Approach	0.25	S&B	
Garrie									
Wally	8	1.6	4	0.6	9	3.6	5	1.25	7.05
Grind	9	1.8	4	0.6	7	2.8	3	0.75	5.95
ARC	10	2	10	1.5	10	4	9	2.25	9.75

Wally	Grind	ARC
5	5.1	8.35

5.95	7.7	8.2	
6.75	7	8.2	
6.95	4.55	8.45	
5.4	6.15	8.4	
7.45	7.75	10	
7.05	5.95	9.75	
6.36	6.31	8.76	Avg.

Score sheet interviews

ARC	#1	#2	#3	#4	#5	#6	#7	#8	#9		
Bolander		10	11	10	10	8	8	7	9	11	84
Cotton		12	12	12	10	5	10	10	10	10	91
Garrie		10	9	9	12	12	11	12	10	12	97
Kelly		10	10	10	10	10	10	10	10	10	90
Doll		11	10	10	11	10	10	10	11	11	94
Curry		12	10	12	12	10	10	10	9	12	97
											92.17

Grindline

Bolander		6	6	6	5	7	5	6	7	5	53
Cotton		6	7	7	3	5	5	6	8	5	52
Garrie		8	5	5	6	6	3	5	9	7	54
Kelly		11	9	5	5	5	10	9	0	10	64
Doll		3	5	5	6	8	5	4	8	5	49
Curry		10	10	8	8	8	7	9	9	8	77
											58.17

Wally Holliday

Bolander		7	8	7	8	8	6	7	6	6	63
Cotton		10	5	6	6	7	5	6	7	4	56
Garrie		8	8	8	10	10	9	10	8	9	80
Kelly		8	9	7	9	9	10	4	8	11	75
Doll		10	9	9	8	11	8	10	7	9	81
Curry		12	12	9	10	11	10	10	10	11	95
											75

COUNCIL BILL NO. 2015-600 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with American Ramp Company for the purpose of constructing a skate park in Ewert Park; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and American Ramp Company, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1) (3) (4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval. Specifically, this ordinance deals with an agreement that has a construction completion date of May 22, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 5th day of January, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 5, 2015
ITEM: Council Bill No. 2015-601 approving an agreement to purchase the Crosslines Churches of the Joplin Area, Inc property.
Originating Department: Joplin Parks and Recreation Department

ATTACHMENTS: Council Bill 2015-601, Contract to Purchase.

Parks and Recreation: Chris Cotten	Date:
Finance Department: Leslie Jones	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Introduction: This contract will allow the City to take possession of the Crosslines Property in order to convert the facility to home and away locker rooms, team offices, storage and umpire changing facilities for Joe Becker stadium.

Discussion: The acquisition of this property is a key part to the renovation of the Joe Becker Stadium Complex to make it acceptable for professional baseball operations, beginning in May 2015. The City Council has approved a budget for this project that includes the purchase of this property.

Recommendation: Staff recommends the approval of this agreement on an emergency basis.

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between **Crosslines Churches of the Joplin Area, Inc.,** hereinafter referred to as the **"Seller"** and **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

LEGAL DESCRIPTION

"All of Lots Numbered Two (2), Three (3) and Four (4) EXCEPT the West 20 feet and all of Lot Numbered Five (5) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof."

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is Two Hundred Twenty-Six Thousand Dollars ($226,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM & TITLE COMMITTMENT. The Seller shall convey said real estate to Buyers by Personal Representative Deed, free and clear of all interest, liens, and encumbrances, except as stated herein. Seller shall provide Buyer a Title Commitment at Seller's cost. If any Exceptions to the Title Commitment are not resolved by Buyer and Seller to each party's satisfaction within thirty (30) days from the date Buyer receives the Title Commitment, Buyer or Seller may terminate this Agreement.

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

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

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

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

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

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Great American Title Insurance Agency, Joplin, Missouri, on or about February 1, 2015, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs, including a Buyer's Title Insurance Premium and related costs.

6. POSSESSION. Possession shall be delivered to the Buyer on February 1, 2015. Any time prior to February 1, 2015, Seller has the option of extending the possession date for an additional thirty (30) days by giving written notice to Buyer. Seller agrees to remove all personal property, trash and debris from the building by the possession date. In the event Seller does not comply with this covenant, Seller shall be liable for any reasonable costs incurred by Buyer in removing personal property, trash and debris. Seller shall give Buyer written notice of his compliance with this covenant and Buyer shall have the option of inspecting the real estate to ensure that removal of personal property, trash and debris has been done. If Seller has complied with this covenant, Buyer shall release the funds, minus any reasonable costs incurred by Buyer, as stated above, within fifteen (15) days.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements. Seller has no knowledge regarding use or presence of hazardous materials on the premises.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate which do not interfere with Seller's removal of property from the premises.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

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

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

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Personal Representative's Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

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

2. Tender payment at closing for the purchase price.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

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

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations,

warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

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

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

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

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

19. CONTINGENT ON COUNCIL APPROVAL. This Agreement is contingent on approval from the Joplin City Council, which shall be sought within thirty (30) days from the execution of this agreement.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Samuel Anselm,
City Manager

"BUYER"

Crosslines Churches of the Joplin Area, Inc.

By_____
Debbie Whitworth
Board President

By_____
Phil O'Hare
Board Secretary

"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2015-601 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement to purchase the Crosslines Property for the City of Joplin: authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A" by and between the City of Joplin, Missouri, and Crosslines Churches of the Joplin Area, Inc., for the City of Joplin to Purchase "All Lots Numbered Two (2), Three (3) and Four (4) EXCEPT the West 20 feet and all of Lot Numbered Five (5) in Taylor's Addition to East Joplin City," commonly known as 131 S. High Street, Joplin, MO 64801, is hereby approved.

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

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1) (3) (4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval. Specifically, this property is part of the Joe Becker project, and renovations to this building are necessary for locker rooms and other amenities, and needs to be ready for the May 2015 baseball season.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 5th day of January 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Distribution: __ Newton Co. Commission
__City Of Joplin

MEMORANDUM OF AGREEMENT (MOA)
FOR NEW BRIDGE OVER SHOAL CREEK

WHEREAS, The Newton County Commission and the City of Joplin intend to replace the existing bridge structure on Jackson Avenue over Shoal Creek. (bridge number 2205011)

WHEREAS, the aforementioned agencies agree that the geometric configuration of the existing bridge has become obsolete and inadequate to provide the desired level of service to the community; and

WHEREAS, the Newton County Commission and the City of Joplin, intend to enter into a partnership agreement and are invited to be a signatory to this MOA; and

WHEREAS, the Newton County Commission and the City of Joplin, hereby agree to share in the cost of all engineering, rights-of-way acquisition and construction of this public improvement that serves the residents of both Newton County and the City of Joplin; and

NOW, THEREFORE, the Newton County Commission and the City of Joplin agree that the undertaking shall be implemented in accordance with the following stipulations.

STIPULATIONS

I. The Newton County Commission will provide the following:

a. Newton County will participate in the project by obligating existing and future Bridge Replacement Off-System (BRO) funds, to the extent available, for the design, rights-of-way acquisition and construction of the new bridge. Newton County currently has approximately $2,025,000.00 available for use and receives an annual appropriation from the Missouri Department of Transportation of approximately $225,000.00.

b. The Newton County Commission will provide any and all necessary assistance or authority to the City of Joplin to secure any easements, rights-of-way or rights-of-entry within Newton County as may be required for the construction of the new bridge as determined by the final approved design of the new bridge structure and street connectivity thereto.

c. Newton County will be available to participate in the selection of the design professionals for the project and in the review and approval of conceptual, preliminary and final design of the new bridge structure.

d. Newton County will provide assistance in the planning and public engagement process, including holding public forum(s) to receive input and comment from the residents of Newton County.

DRAFT

e. As a requirement of the BRO program, Newton County may be required to enter into contracts for engineering, construction and construction management as needed to complete the project with the understanding that overall project management will be provided by the City of Joplin. If allowed by the BRO program, some contracts may be signed by the Newton County Commission, the City of Joplin or both the City and the County.

II. The City of Joplin will provide the following:

a. The City of Joplin shall provide the 20% matching funds as required as part of the BRO program administered by the Missouri Department of Transportation, with it understood by both parties that should the final project cost exceed the funds available from the Newton County BRO program plus the 20% contribution by the City, that the City will commit up to $973,000, inclusive of the 20% share, toward the completion of this project.

b. The City of Joplin shall provide all contract procurement and administrative services to the extent they are legally permitted to provide for the successful completion of this project.

c. If permitted by the BRO program, the City of Joplin shall enter into an engineering contract with a selected consulting engineering firm to provide all necessary construction design documents, bid documents, project management and construction inspection services. It is understood by both parties that the BRO program may require the Newton County Commission to be a signatory of this contract, but that the daily administration of the contract will be handled by the City of Joplin.

III. The City of Joplin will reimburse Newton County on a monthly basis within 30 days of submission of an invoice by the Newton County Commission to the City of Joplin.

IV. It is anticipated that the construction contract will be awarded in Fiscal Year 2016 and construction completed in Fiscal Year 2018.

V. This MOA may be amended, in writing, provided any amendment is executed by all parties to the MOA.

VI. If any signatory determines the terms of the MOA cannot be carried out, the signatories shall consult to seek a resolution agreeable to both parties.

VII. A signed copy of this MOA will be provided to each signatory.

VIII. This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

DRAFT

Execution of this Memorandum of Agreement (consisting of 3 pages) and carrying out its terms, evidences that all parties has secured the necessary funds as stated therein or has made arrangements necessary to construct the project.

THE NEWTON COUNTY COMMISSION:

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

THE CITY OF JOPLIN:

By: _____ Date: _____

Title:_____

DRAFT

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 6, 2015
Council Bill No. 2015-100

Item: **MEMORANDUM OF AGREEMENT (MOA) FOR NEW BRIDGE OVER SHOAL CREEK**

Originating Department: Public Works – Engineering

Attachments: 1) Memorandum of Agreement
2) Council Bill No. 2015-100

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of an Memorandum of Agreement (MOA) for the new bridge over Shoal Creek with the Newton County Commission

Background: In August of 2014 the voters passed the Renewal of the Capital Improvement sales tax Program for an additional 10 years. One of the projects is the replacement of the Jackson Avenue Low water Bridge over Shoal Creek.

Discussion: City staff has negotiated with Newton County Commission an agreement where the County Bridge replacement funds would provide 80% of the funds & the City of Joplin would provide the 20% local share & manage the project.

Recommendation: City staff recommends Approval of the Memorandum of Agreement (MOA) for the new bridge over Shoal Creek with the Newton County Commission

COUNCIL BILL NO. 2015-100 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Agreement with Newton County Commission to replace the existing bridge structure on Jackson Avenue over Shoal Creek authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Newton County Commission to replace the existing bridge structure on Jackson Avenue over Shoal Creek , a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

Section 2. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: January 5, 2015

ITEM: Council Bill No. 2015-450 approving a lease agreement between the City of Joplin (City) and Aids Project of the Ozarks, Inc. (APO), providing for lease of office space at the Joplin Health Department for APO staff providing services for Joplin area residents.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2015-450

HEALTH DIRECTOR:	Dan Pekarek	**DATE:**
INTERIM CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter C. Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

RECOMMENDED ACTION:

Staff recommends approval of this Council Bill.

SUMMARY:

APO is a non-profit organization based in Springfield, MO that provides various case management and testing services for individuals at risk of or living with Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS). The organization has for several years provided these services in Joplin while operating out of minimal office space provided to them at no charge at the Joplin Health Dept. This arrangement has been advantageous for both entities as well as for clients as many of the clients served live in or near Joplin and the co-location of offices allows for better coordination between health dept. and APO staff in the handling of cases.

Recently APO approached the City requesting the use of additional office space in order to house additional staff due to increasing case load in the Joplin area. At that point discussions ensued about the appropriateness of the City charging rent for the office space used. This agreement establishes a formal lease agreement for the space utilized by APO and sets a monthly rent amount as calculated by the City Finance Dept.

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2015-450 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with Aids Project of the Ozarks, Inc., allowing Aids Project of the Ozarks, Inc. to utilize office space at the Joplin City Health Department for the purpose of providing various case management services to Joplin area residents; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Aids Project of the Ozarks, Inc., providing for leased space at the Joplin City Health Department, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 5th day of January, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2015, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Landlord", and AIDS PROJECT OF THE OZARKS, INC., a Missouri not-for-profit corporation, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements thereon located at 321 E. 4th St. , (the "Premises"), Joplin, Missouri. The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on February 1, 2015 and run one (1) year, through January 31, 2016. If Tenant is not in default, this lease shall automatically renew for additional terms of one (1) year each, unless Landlord gives Tenant three (3) months written notice. Each renewal shall be on the same terms and conditions as the original lease and conditioned on Tenant not being in default during the term of the lease and on January 31, of each successive rental period. The premise is comprised rooms M17, M18 and M19 of the Health Department. Tenant shall also have use of the common areas of the building. Access to the premises is Monday through Friday 8:00 a.m. to 5:00 p.m., however meeting space can be scheduled after normal hours so long as Tenant complies with Landlord's scheduling policies.

2. Termination. Either party may terminate its obligations under this Agreement by giving ninety (90) days written notice to the other party.

3. Rent. During the term of this lease, and any extensions thereof, Tenant agrees to pay to Landlord at the office of Landlord the sum of Two Hundred and 00/100 Dollars ($200.00) per month as rent. Said rent shall be due in advance on the first day of each calendar month during the lease term, and paid to the Director of Finance of the City of Joplin, 602 S. Main, Joplin, Missouri. Rent payments shall begin February 1, 2015.

4. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord consent in writing shall be void.

5. Use of Premises by Tenant. Tenant shall use the leased premises solely for the purpose of providing a community health service consistent with its current practice and client

case management services. Tenant shall not perform any acts or carry on any practices that may injure the building or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of the business. Tenant shall not use the premises for business non related to Aids Project of the Ozarks. While conducting business in the leased premises, Tenant staff are expected to conduct themselves as would be expected of any Landlord employee.

6. Fixtures and Alterations. Landlord and Tenant hereby agree that the premises are leased in an "AS IS" condition. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the premises, same shall become the property of Landlord.

7. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the leased premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the property leased herein.

8. Maintenance of Leased Premises. Tenant shall at all times maintain the interior of the leased premises in good condition and repair. Landlord shall be responsible for the general maintenance of the building (including lighting, heating, sewage facilities, including free flow to the main sewer line, air conditioning system and electrical wiring and equipment, interior walls, floors and ceilings), and including replacement of parts and equipment, if necessary. Landlord will provide cleaning service for regular basic floor maintenance activities as well as periodic extended floor maintenance as per required for other office areas of the Health Department building. Landlord will provide trash disposal service.

9. Insurance. Tenant shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to Landlord, and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Tenant, and further insuring Landlord against any and all liability for personal injury or death of such employees. Tenant shall, during the entire term of this lease, keep in full force and effect policies of public liability and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

10. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant.

11. Utilities. Landlord shall be responsible for all charges for heat, water, gas, electricity, sewer use charges, or any other utility used or consumed in the leased premises. Tenant is responsible for phone and internet services.

12. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for ordinary occupancy and use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the premises are restored. In the event Landlord determines that the premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

13. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30 days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

14. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises at all reasonable times to examine the same, and to show them to prospective purchasers or Tenants of the building, and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable.

15. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord,

subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

16. Reciprocal Covenant of Quiet Enjoyment. Tenant understands and agrees that Landlord will occupy part of the building and improvements at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenant, and not to enter upon the other tenant's portion of the premises without prior approval or agreement.

17. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
Samuel L. Anselm, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Aids Project of the Ozarks, Inc.
Attn: Executive Director
1901 E. Bennett, Suite D
Springfield, Missouri 65804.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

18. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

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

20. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

21. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

22. Special Terms. Record Confidentiality. The Tenant shall maintain strict confidentiality of all patient and client information or records supplied to him/her by the Landlord or that the Tenant becomes aware of during the course of business, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the Tenant and the patient/client or the parent or legal guardian unless such disclosure is required by law.

23. Governing Law. The laws of the State of Missouri, excluding its conflict of law provisions, shall govern this Contract and all matters arising out of or relating to this Contract.

24. Jurisdiction. Any legal action or proceeding relating to this Contract brought by either party shall be instituted in a state court in Jasper County, Missouri or a federal court in the Western District of Missouri. Each party hereby expressly agrees to submit to the jurisdiction of, and agrees that venue is proper in, these courts in any such legal action or proceeding.

25. Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of the Aids Project of the Ozarks and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to Aids Project of the Ozarks.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"**LANDLORD**"

AIDS PROJECT OF THE OZARKS, Inc.

By: _____
Lynne Meyerkord,
Executive Director

ATTEST:

_____
Secretary

"**TENANT**'

COUNCIL BILL NO. 2015-602 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin, Missouri a Municipal Corporation and METS Ambulance Service for providing emergency medical care in the City of Joplin. Authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri, in the same or substantially similar form.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin, Missouri, a Municipal Corporation and METS Ambulance Service is a true and accurate copy of said agreement, being attached hereto and incorporated herein, be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Fire Training center building acquisitions Fund Account No. 001-6275-510-8005, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____

Leslie Haase, Finance Director

City of Joplin City Council Agenda Item

Requested Council Meeting Date: January 5, 2015

ITEM: COUNCIL BILL 2015-602

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Memorandum of Understanding

INTERIM FIRE CHIEF JAMES FURGERSON:	**DATE:**
CITY MANAGER SAM ANSELM	**DATE:**
CITY ATTORNEY PETER EDWARDS:	**DATE:**
FINANCE DIRECTOR LESLIE HAASE	**DATE:**

BACKGROUND:
METS Ambulance Service and Joplin Fire Department have been providing quality emergency medical care to the citizens of Joplin for over 20 years. We provide first response treatment and METS provides continuation of care and transport to the local Hospitals.

DISCUSSION:
This Memorandum of Understanding between the City of Joplin Fire Department and METS Ambulance Service just puts in writing and updates an old Memorandum of Understanding signed by Chief Bill West and states the roles and responsibilities of each agency as well as procedures and protocols that are already in place.

RECOMMENDATION:
Staff recommends approval of this Council Bill.

MEMORANDUM OF UNDERSTANDING BETWEEN JOPLIN FIRE DEPARTMENT AND METS AMBULANCE

This Agreement is made and entered into this _____day of _____, 2015, between METS Ambulance with business operations at 625 Virginia Ave, Joplin, MO 64801, and the City of Joplin Fire Department, 303 E. 3rd Street, Joplin, MO 64801.

WHEREAS, the City of Joplin Fire Department is willing and able to provide ALS first responders on calls within the city of Joplin; and

WHEREAS, METS Ambulance will provided additional service and treatment to patients as necessary and provide transportation of the patient to the appropriate hospital.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 TERM

1.1 The initial term of this Agreement will be for one (1) year commencing with the effective date.

1.2 This agreement shall be renewed for additional one year terms providing that neither party provides thirty (30) days prior written notice of termination.

1.3 Either party upon sixty (60) day's prior written notice to the other party may terminate this agreement at any time.

2.0 JOPLIN FIRE DEPARTMENT RESPONSIBLITIES

2.1 Joplin Fire Department will meet all requirements set forth by the Missouri Department of Health as an Emergency Medical Response Agency (EMRA).

2.2 To provide EMRA personnel access to the medical equipment set forth in the EMRA guidelines

2.3 Joplin Fire Department Personnel will complete a First Responder run sheet anytime a procedure is performed. A copy of the run form will be sent the following day to METS ambulance to become part of the patient's chart.

2.4 Joplin Fire Department Personnel will give a full patient report to transporting ambulance and turn over patient care to transporting ambulance when the transporting ambulance arrives at the scene.

2.5 Allow METS Ambulance to review and discuss all protocols and guidelines with the Joplin Fire Department, and work together to establish the best practices.

2.6 Notify METS Ambulance any time there is a change in protocols or guidelines.

2.7 Attend the medical control meeting set by METS.

3.0 METS AMBULANCE RESPONSIBILITIES

3.1 METS Ambulance Paramedics will not stop a Joplin Fire Department Paramedic from completing a procedure already started prior to their arrival as long as they are in compliance with Joplin Fire Department protocols.

3.2 METS Ambulance will replace and replenish all supplies "in kind" used by the City of Joplin Fire Department that METS bills for and for which METS receives reimbursement.

4.0 MISCELLANEOUS

4.1 Confidentiality: Confidentiality will be maintained on all agreements and transport documents shared between the parties of this agreement to the extent allowed by applicable law. If either party is requested by state or federal statutes or requested by other entities to produce confidential information that party will notify the other party of the request to disclose information prior to the said disclosure.

4.2 Assignment: Neither party will assign or will transfer its rights or obligations under this agreement without the prior written consent of the other party.

4.3 Waiver: The waiver by either party of a breach of failure to perform under this agreement by the other party shall not constitute a waiver of any subsequent breach or failure to perform.

4.4 Notice: Any written notice required or permitted under this agreement shall be deemed given as of the date it is delivered by hand, mailed certified mail with return receipt or sent by facsimile to the party listed below:

Joplin Fire Department	Jim Furgerson Interim Fire Chief Joplin Fire Department 303 E. 3rd Joplin, MO. 64801 FAX: (417) 625-4709
METS Ambulance	Jason Smith CEO Metro Emergency Transport System 625 Virginia Ave. Joplin, MO 64801

FAX: (417) 623-3347

4.5 Venue for any cause of action among the parties to this agreement shall be in the courts of Jasper County, MO.

IN WITNESS WHEREOF, THE PARTIES BELOW HAVE CAUSE D THIS AGREEMENT TO BE EXECUTED THE DATE FIRST WRITTEN ABOVE.

CITY OF JOPLIN FIRE DEPARTMENT

_____

Jim Furgerson,
Interim Fire Chief

METS AMBULANCE

_____

Jason Smith,
CEO

EXCESS SURPLUS ITEMS

(2) Mailboxes – multiple boxes in each

(3) 4-drawer filing cabinets

(1) Generator