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

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

2. **Roll Call**

3. **Presentations**

   1. A Proclamation To Recognize The 20th Anniversary Of Joplin Recycling Center

      Documents:

      RECYCLING CENTER 20TH ANNIV..PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2019-284
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2019-284 MINUTES.PDF
      CB 2019-284 STAFF REPORT.PDF
      CB 2019-284 SUMMARY.PDF
      CB 2019-284.PDF

   3. COUNCIL BILL NO. 2019-285
      AN ORDINANCE providing to vacate approximately 90 feet of a 10-foot-wide utility easement and approximately 185 feet of a 10-foot-wide utility easement running East/West located in the 2300 block of the East side of S. Wisconsin Ave.

      Documents:

CB 2019-285 MINUTES.PDF
CB 2019-285 STAFF REPORT.PDF
CB 2019-285 SUMMARY.PDF
CB 2019-285.PDF

4. COUNCIL BILL NO. 2019-286
AN ORDINANCE providing to vacate approximately 440 feet of a 20-foot-wide utility easement, and 115 feet of a 15-foot-wide storm sewer and utility easement.

Documents:

CB 2019-286 MINUTES.PDF
CB 2019-286 STAFF REPORT.PDF
CB 2019-286 SUMMARY.PDF
CB 2019-286.PDF

5. COUNCIL BILL NO. 2019-287
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located West of the Intersection of E. 19th Street and S. Michigan Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2019-287 MINUTES.PDF
CB 2019-287 STAFF REPORT.PDF
CB 2019-287 SUMMARY.PDF
CB 2019-287.PDF

6. COUNCIL BILL NO. 2019-288
AN ORDINANCE providing to vacate 150 feet of S. McCoy Ave.

Documents:

CB 2019-288 MINUTES.PDF
CB 2019-288 STAFF REPORT.PDF
CB 2019-288 SUMMARY.PDF
CB 2019-288.PDF

8. Consent Agenda

1. Minutes Of The December 16, 2019 Joplin City Council Meeting

Documents:

DEC. 16, 2019.PDF

9. Resolutions

1. RESOLUTION NO.2020-001
A RESOLUTION recognizing the creation of the 2020 One Joplin Complete Count Committee.

Documents:

RS2020-001.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-100

   AN ORDINANCE approving a Purchase Order to be issued to Tag Truck Enterprises of Missouri LLC in the amount of Three Hundred Eighty-Seven Thousand Nine Hundred Forty-Two and no/100 Dollars ($387,942.00) for the purchase of a 2 dump trucks with snow plows as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 and containing an emergency clause.

   Documents:

   SUMMARY SHEET 2020-100-DUMP TRUCKS.PDF
   COUNCIL BILL 2020-100 DUMP TRUCKS.PDF
   QUOTE-12102019100220.PDF

2. COUNCIL BILL NO. 2020-101

   AN ORDINANCE approving a Purchase Order to be issued to TYMCO in the amount of Two Hundred Six Thousand Seven Hundred Four and no/100 Dollars ($206,704.00) for the purchase of a Street Sweeper as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 and containing an emergency clause.

   Documents:

   SUMMARY SHEET 2020-101 STREET SWEEPER.PDF
   COUNCIL BILL 2020-101 STREET SWEEPER.PDF
   STREET SWEEPER-12262019084543.PDF

3. COUNCIL BILL NO. 2020-102

   AN ORDINANCE approving an agreement with Joplin Industrial Electric Co. in the not to exceed amount of Forty-Five Thousand Thirty and 07/100 Dollars ($45,030.07) for the relocating and installation of three generators authorizing the City Manager to execute on behalf of the City; and containing an emergency clause.

   Documents:

   2019 12 11 NICHOLS TO LAWSON - RECOMEND AWARD TO JIE.PDF
   TOB FOR JOPLIN MO LIFT STATION GENERATOR RENOVATIONS 2019.PDF
   00500 AGREEMENT 2020 FOR JIE GENERATOR RENOVATIONS 2019.PDF
   SUMMARY SHEET 2020-102 GENERATOR RENOVATIONS.PDF
   CB2020-102.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-289
   AN ORDINANCE establishing grades and accepting the Final Plat of Hal's Subdivision located

at NW Corner of W 26th St. & S. Roosevelt Ave. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2019-289 FINAL PLAT.PDF
CB 2019-289 MINUTES.PDF
CB 2019-289 STAFF REPORT.PDF
CB 2019-289 SUMMARY.PDF
CB 2019-289.PDF

2. COUNCIL BILL NO. 2020-600
AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing a school resource officer program between City and District; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

Documents:

SUMMARY CB2020-600 JOPLIN SCHOOL DISTRICT MOU RE SROS1-6-2020 MTG.PDF
CB 2020-600 JOPLIN SCHOOL DISTRICT MOU RE SROS_1-6-2020 MTG.PDF
2019-11-25 JOPLIN SRO AGREEMENT (FINAL) (CITY EDITS)_SEE CB2020-600.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. News From Public Information Officer Lynn Onstot

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

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

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

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

PROCLAMATION

Celebrating the 20TH Anniversary of Joplin Recycling Center

WHEREAS, on January 11, 2000, the City opened a modest drop-off recycling center carved out of repurposed land at the Public Works Center; and

WHEREAS, the center has hosted annual special events such as compost bin giveaways, tire drop offs, document destruction service, and more; and

WHEREAS, the center became an important component to the City's residential curbside recycling program in June 2016, by accepting items not available to curbside customers; and

WHEREAS, the center accepts traditional recyclables and non-traditional items such as packing materials, batteries, all metal scrap, household hazardous waste, old electronics, cooking oil, plus it has a document destruction service and a "reuse" table; and

WHEREAS, the center has recycled nearly twenty-three million pounds of commodities; and

WHEREAS, recycling creates jobs, saves natural resources, lengthens the life of area landfills, and promotes an awareness of reducing, reusing, and rethinking.

NOW THEREFORE, I, Gary Shaw, Mayor of the City of Joplin, do hereby proclaim January 11, 2020, as the **20TH ANNIVERSARY OF JOPLIN RECYCLING CENTER** and urge all citizens to celebrate this event by utilizing the center.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this Date of January 6, 2020.

_____

Gary L. Shaw, Mayor

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2018 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2019-284

Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

Mr. Nguyen was not in attendance. Mr. Stanton stated that staff recommends tabling this case. There was an error in the legal description that we hope to rectify.

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

MR. DERMOTT MOVED, SECONDED BY MRS. BRUCKNER-SEARS, FOR CASE 040-19 BE TABLED. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 9, 2019
City Council Meeting: January 6, 2019

STAFF PLANNING REPORT
Rezoning

CASE 040-19 A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development.

LOCATION 3110 E 13th St.

APPLICANT Phong Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2-PD	Vacant	0.86 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	Outside City Limits	C-3	C-3
Land Use	Sing-family Residential	Single-family Residential	Retail	Retail

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 13th St.	Collector	50'

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The site as zoned M-2-PD is suitable for future industrial development. The M-2-PD district does permit the most intense industrial development and prohibits few uses. However, this property is bounded on all sides by either commercial or residential uses, making most heavy industrial uses permitted in the M-2-PD district inappropriate in this place. While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. The uses permitted in the R-3 zoning district will have negligent negative affect on nearby properties as well as restrict uses permitted in the M-2-PD district that would create nuisances.

DISCUSSION

This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units. The R-3 district provides the density to scale down the intensity of land use from the big-box retail to the West to the single-family homes to the East.

In addition, considering the property's frontage along E 13th St., a collector, a high-density residential use on this street is appropriate. Any access management providing ingress and egress will be addressed during site plan review.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 040-19.

ATTACHMENTS

- Application
- Map

RECEIVED 10/28/19

REZONING APPLICATION FORM

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.: 040-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19

APPLICANT: Phong Nguyen PHONE (417) 529-5158
ADDRESS: 2216 Pennsylvania Ave ZIP: 64804
OWNER: Same PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3110 E 13th
LEGAL DESCRIPTION: See attachment

Present Zoning M2-PD Requested Zoning: R3 Acreage:
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-3
South	Commercial	C-3
East	Residential	Not in city limit
West	Commercial	C-3

CHARACTER OF THE NEIGHBORHOOD: Commercial to Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Difficult from M2-PD Wid to Residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? No

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 13th
2. Classification of Street(s):
   Arterial _____ Collector Primerik Local _____
3. Right-of-Way Width: —
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

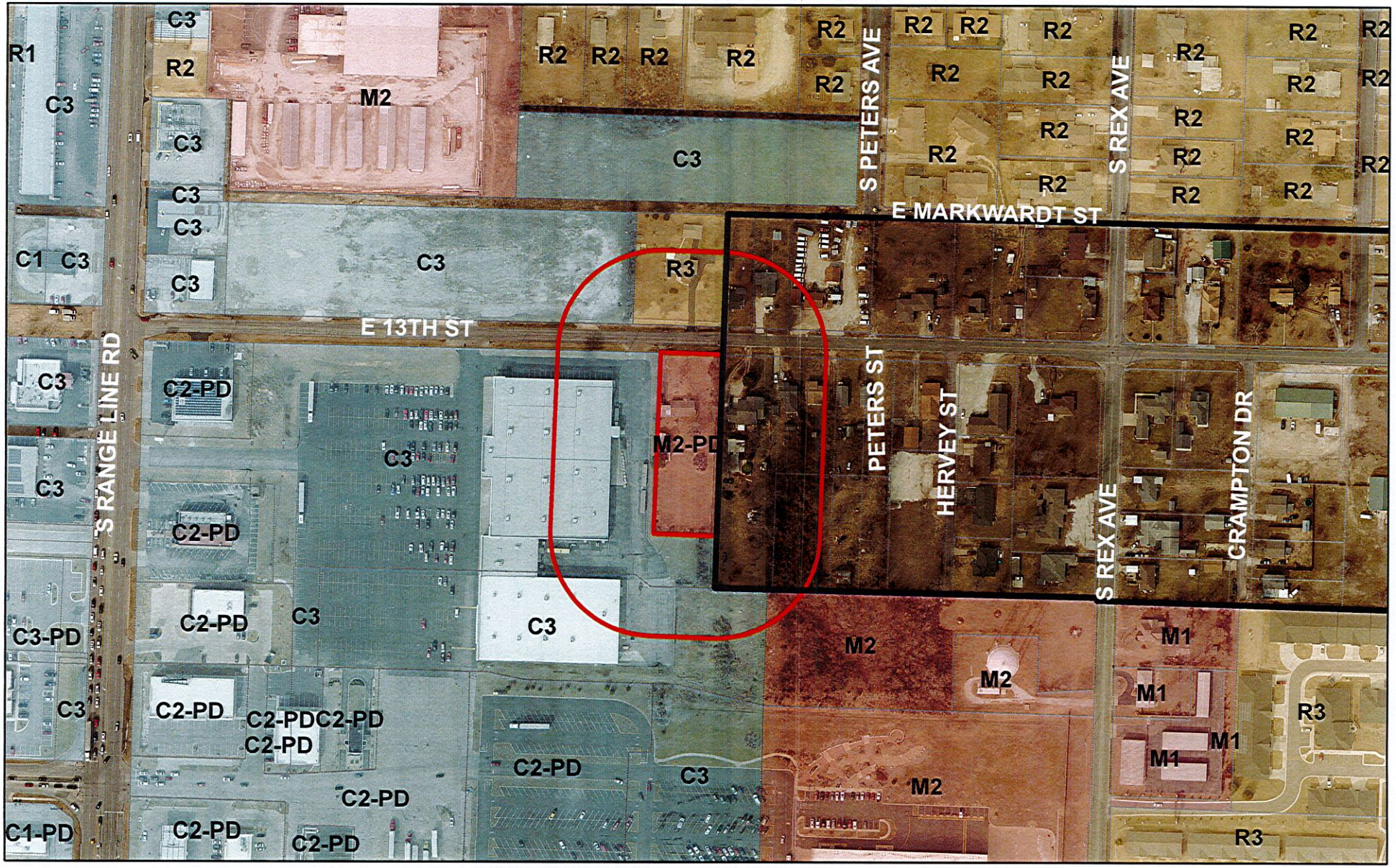
Rezone from MZ-PD to R-3

SIGNATURE: _____ DATE: 10-14-19

BY: Phong Nguyen

TITLE: Owner

Case 040-19: 3110 E 13th St. - Rezone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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-284-Rezone to Apartment House District (R-3)

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

BACKGROUND:
This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Nguyen was not in attendance. Mr. Stanton stated that staff recommends tabling this case. There was an error in the legal description that we hope to rectify.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends be tabled for Case 040-19, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2019-284, Staff Planning Report, P&Z Commission Minutes

P & Z Case 040-19
Phong Nguyen
(P & Z Recommended Tabled)

COUNCIL BILL NO. 2019-284 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-3:

> All that part of the Southwest Quarter of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing 40 feet East of the Northwest Corner of the South one-half of said Section 7, thence South 248 feet to the Southeast corner of Range Line Road and 13th Street, thence East 933.4 feet to the point of beginning, thence South 416 feet, thence East 104 feet, thence North 416 feet to the South line of 13th Street, thence West 104 feet along the South line of 13th Street to the point of beginning, except that part conveyed to Payless Cashways by documents filed June 18, 1985 in Book 1294 at Page 1839 and May 10, 1984 at 3:41 P.M. in Book 1278 at Page 533.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-285

Case 041-19: Easement Vacation – A request to vacate a utility easement located at 2001 S. Wisconsin Ave. – Kevin Parker

Kevin Parker, 1115 Illinois Ave, Ste 1, Joplin, MO. I bought the lots after the tornado, one of the lots was purchased from the City of Joplin. The one below it was an R-3 lot that was used for the church across the street. Due to the lots have a prior usage or purpose, there was some old utility easements that are no longer needed or vacated. Anderson Engineering and I have been working together to remove them and we have the corresponding letters that they are no longer needed or no longer needed in the future.

Mr. Ramsour stated that he drove by there and construction has started. How do these easements affect this property?

Mr. Parker stated that yes there is construction going on to build duplexes. There are seven (7) duplexes that run parallel with the railroad tracks and one of the easements ran right through one of the duplexes. That easement stopped me from getting a building permit and just last week the city issued a building permit knowing that we submitted everything necessary to vacate it.

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

Mr. Ramsour asked if there anyone in favor of this request? There was not. Is there was anyone against this request? There was not.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY, MR. EASTMAN FOR CASE 041-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 9, 2019
City Council Meeting: January 6, 2019

STAFF PLANNING REPORT
Vacation

CASE 041-19 A request for the vacation of approximately 90 feet of a 10-foot-wide utility easement, and approximately 185 feet of a 10-foot-wide utility easement.

APPLICANT Kevin Parker

REPRESENTATIVE Micah Souder

LOCATION A utility easement running East/West located in the 2300 block of the East side of S. Wisconsin Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 10' x 90'
Utility Easement	Approximately 10' x 180'

REASON FOR VACATION

For the redevelopment on the applicant's property. Current easement prevents the footprint of any proposed development from being located at present recorded location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

The purpose for this vacation request is to improve the ability to redevelop the site. Currently, the utility easement restricts the footprint of new development. The easement is no longer in use to serve private property or to extend public utilities.

Staff recommends approval of Case 041-19.

ENCLOSURES

- Application
- Map

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.: 041-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19

I. Applicant Name: Kevin Parker Phone: 417-624-5552

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

Address: 1115 Illinois Avenue Suite 1 Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

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

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. No

2. The vacation will not cause the public to suffer a loss or inconvenience. No

3. In justice to the applicant(s) the vacation should be granted. Parker Development, LLC

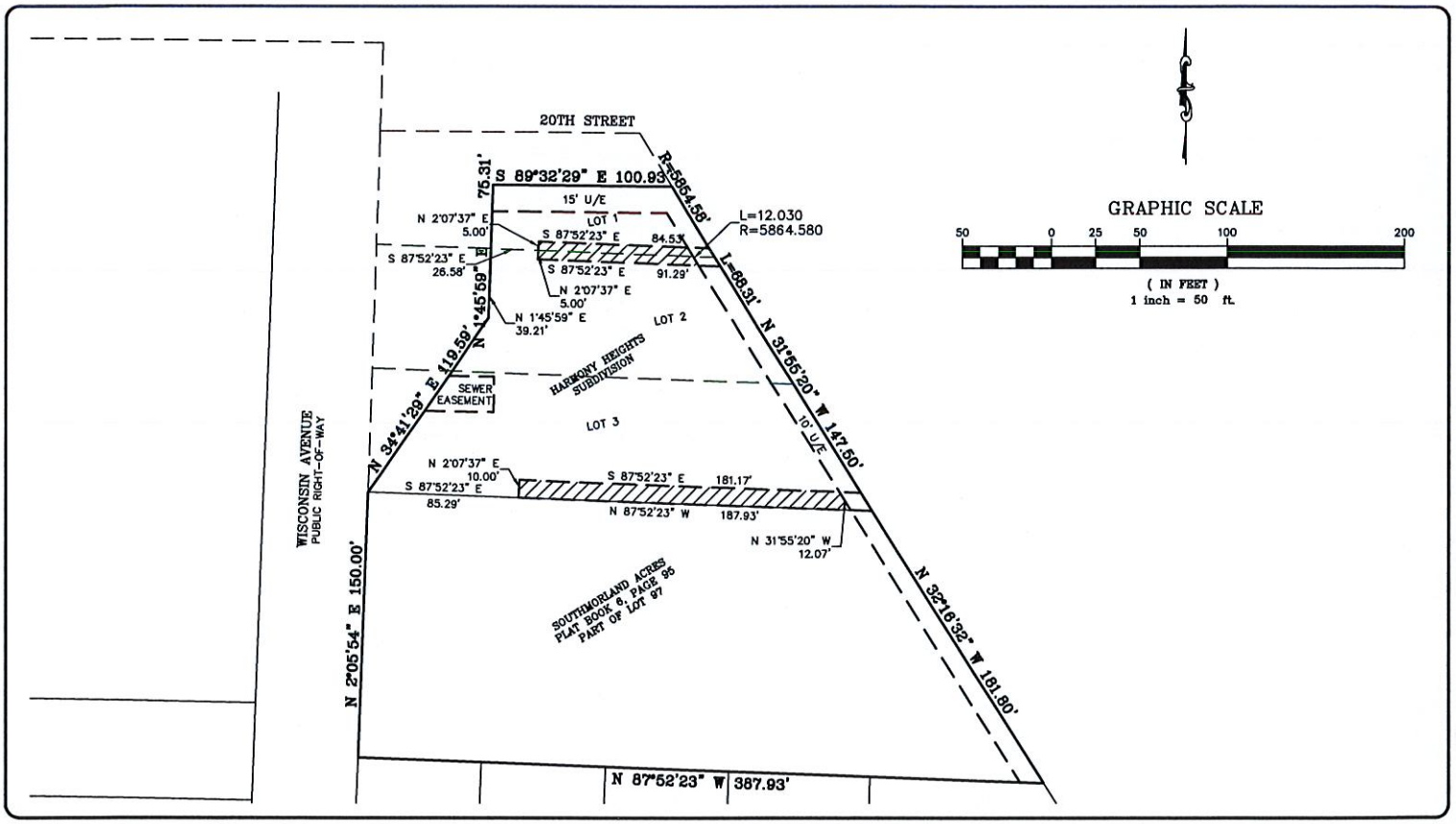
V. Required Attachments:

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

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

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

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



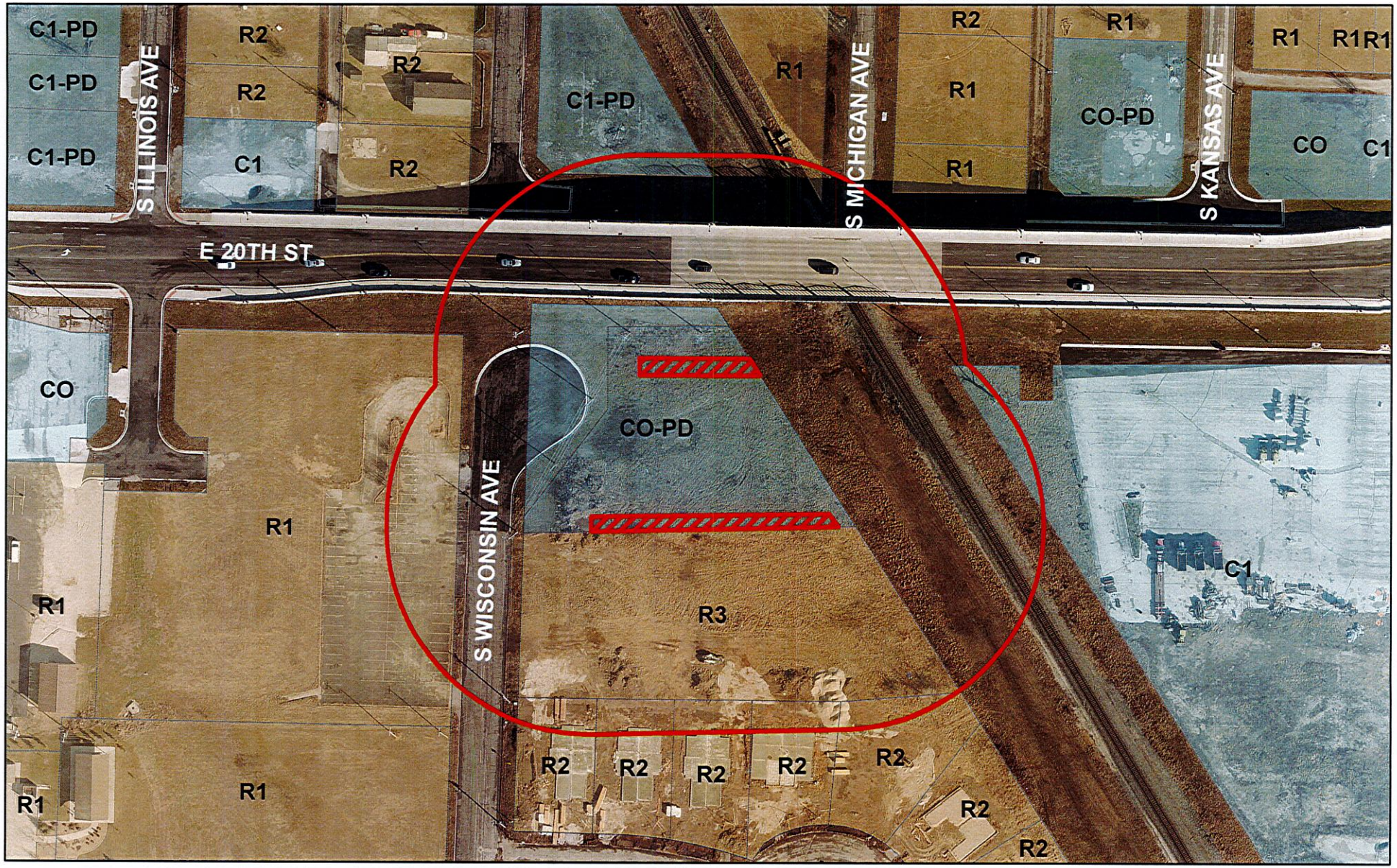
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS

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

MONTANA CROSSING
PROPOSED UTILITY EASEMENT VACATION SKETCH
JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: MNS	FIELD BY: –
DATE: 9-24-19	FIELD BK: –
CLIENT NO: –	DRAWING NUMBER: –

Case 041-19: 2001 S. Wisconsin Ave. - Easement Vacation



Case 041-19: Easement Vacation – A request to vacate a 10 foot by 90 foot utility easement and a 10 foot by 180 foot utility easement located at 2001 S. Wisconsin Ave. – Kevin Parker

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-285-Utility Vacation

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 041-19: Easement Vacation – A request to vacate a utility easement located at 2001 S. Wisconsin Ave. – Kevin Parker

BACKGROUND:
The purpose for this vacation request is to improve the ability to redevelop the site. Currently, the utility easement restricts the footprint of new development.

PLANNING & ZONING COMMISSION TESTIMONY:
Kevin Parker, 1115 Illinois Ave, Ste 1, Joplin, MO. One of the lots was purchased from the City of Joplin. The one below it was an R-3 lot that was used for the church across on Wisconsin. Due to the lots having a prior usage or purpose, there were some old utility easements that are no longer needed or vacated.

There are seven (7) duplexes that run parallel with the railroad tracks and one of the easements ran right through one of the duplexes. That easement stopped me from getting a building permit and just last week the city issued a building permit knowing that we submitted everything necessary to vacate it.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 6 in favor, 0 Nays, 1 Absent.

Staff recommends approval of Case 041-19.

ATTACHMENTS
CB 2019- 285, Staff Planning Report, P&Z Commission Minutes

P & Z Case 041-19
Kevin Parker
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-285 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 90 feet of a 10-foot-wide utility easement and approximately 185 feet of a 10-foot-wide utility easement running East/West located in the 2300 block of the East side of S. Wisconsin Ave.

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

Section 1. That all that part of approximately 90 feet of a 10-foot-wide utility easement, and approximately 185 feet of a 10-foot-wide utility easement running East/West located in the 2300 block of the East side of S. Wisconsin Ave. 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:

As part of a platted utility easement as shown on Lots 1 and 2 of Harmony Heights Subdivision, a subdivision of land in the City of Joplin, as shown in Plat Book 7, Page 105 in the Recorder of Deeds Office in Jasper County, Missouri, described as follows: commencing at the Southwest Corner of Lot 3 in said Harmony Heights Addition; thence N34°41'29"E along East right-of-way of Wisconsin Avenue as established in Book 2398, Page 401, 119.59 feet; thence N01°54'59"E along said right-of-way, 39.21 feet to a point on the common line of Lots 1 and 2 in said Harmony Heights Subdivision; thence S87°52'23"E along said lot line, 26.58 feet to the point of beginning of the easement to be vacated ; thence N02°07'37"E, 5.00 feet; thence S87°52'23"E, 84.65 feet; thence 12.03 feet along an easement line on a non-tangent curve to the left, having a radius of 5864.58 feet and a chord bearing S31°38'49"E, 12.03 feet; thence N87°52'23"W, 91.34 feet; thence N02°07'37"E, 5.00 feet to the point of beginning; contains 880 square feet, more or less, bearings are based on the Missouri Coordinate System of 1983, West Zone; and part of a platted utility easement as shown on Lot 3 of Harmony Heights Subdivision, a subdivision of land in the City of Joplin, as shown in Plat Book 7, Page 105 in the Recorder of Deeds Office in Jasper County, Missouri, described as follows: commencing at the Southwest Corner of Lot 3 of Harmony Heights Addition; thence s87°52'23"E along the South line of said Lot 3, 85.29 feet to the point of beginning of the easement to be vacated; thence N02°07'37"E, 10.00 feet; thence S87°52'23"E, 181.17 feet; thence S31°55'20"E along an easement line, 12.07 feet to a point on the south line of said lot 3; thence N87°52'23"W, 187.93 feet to the point of beginning; contains 1845 square feet, more or less; bearings are based on the Missouri Coordinate System of 1983, West Zone.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2019-286

Case 042-19: Easement Vacation – A request to vacate a utility easement located at the Southwest corner of W. 26th St. & S. McCoy Ave. – Parker Development, LLC

Kevin Parker, 1115 Illinois Ave, Ste 1, Joplin, MO. Mr. Parker stated that there is an easement through the building where Memorial Hills Senior Affordable Housing building now sits. We purchased this property from the Joplin Redevelopment Corporation (JRC). There are about nine (9) parcels in total and we thought all of the easements were all vacated. We moved forward with the survey, and it came up with additional ones. They are old easements and they were necessary before the tornado when the property was used for a different purpose. They are not needed any longer and all utility companies have been notified and paperwork is in order.

Mr. Eastman stated he did not have a question but a comment. Kevin, very proud of what you have done there, an improvement to that area.

Mr. Parker stated that the property is completely full. There are 54 units, and all were full within 60 days. It is affordable and the residents have really enjoyed them.

Mr. Ramsour asked if there anyone in favor of this request? There was not. Is there was anyone against this request? There was not.

MRS. KOELKEBECK MOVED, SECONDED BY, MRS. STEELE FOR CASE 042-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 9, 2019
City Council Meeting: January 6, 2019

STAFF PLANNING REPORT
Vacation

CASE 042-19 A request for the vacation of approximately 440 feet of a 20-foot-wide utility easement, and 115 feet of a 15-foot-wide storm sewer and utility easement.

APPLICANT Kevin Parker

REPRESENTATIVE Micah Souder

LOCATION A utility easement mostly running North/South and a storm sewer and utility easement running East/West located in the 1700 block of the South side of W 26th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 20' x 440'
Storm Sewer & Utility Easement	15' x 115'

REASON FOR VACATION

For the redevelopment on the applicant's property. Current easement prevents the footprint of any proposed development from being located at present recorded location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

The purpose for this vacation request is clean up the easements through the site. The Memorial Hills senior affordable housing development has already been constructed on the site, and subsequent surveys have shown unused easements on the property.

Staff recommends approval of Case 042-19.

ENCLOSURES

- Application
- Map

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.: 042-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19

I. Applicant Name: Kevin Parker Phone: 417-624-5552

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

Address: 1115 Illinois Avenue Suite 1 Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

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

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. No

2. The vacation will not cause the public to suffer a loss or inconvenience. No

3. In justice to the applicant(s) the vacation should be granted. Memorial Hills, LP

V. Required Attachments:

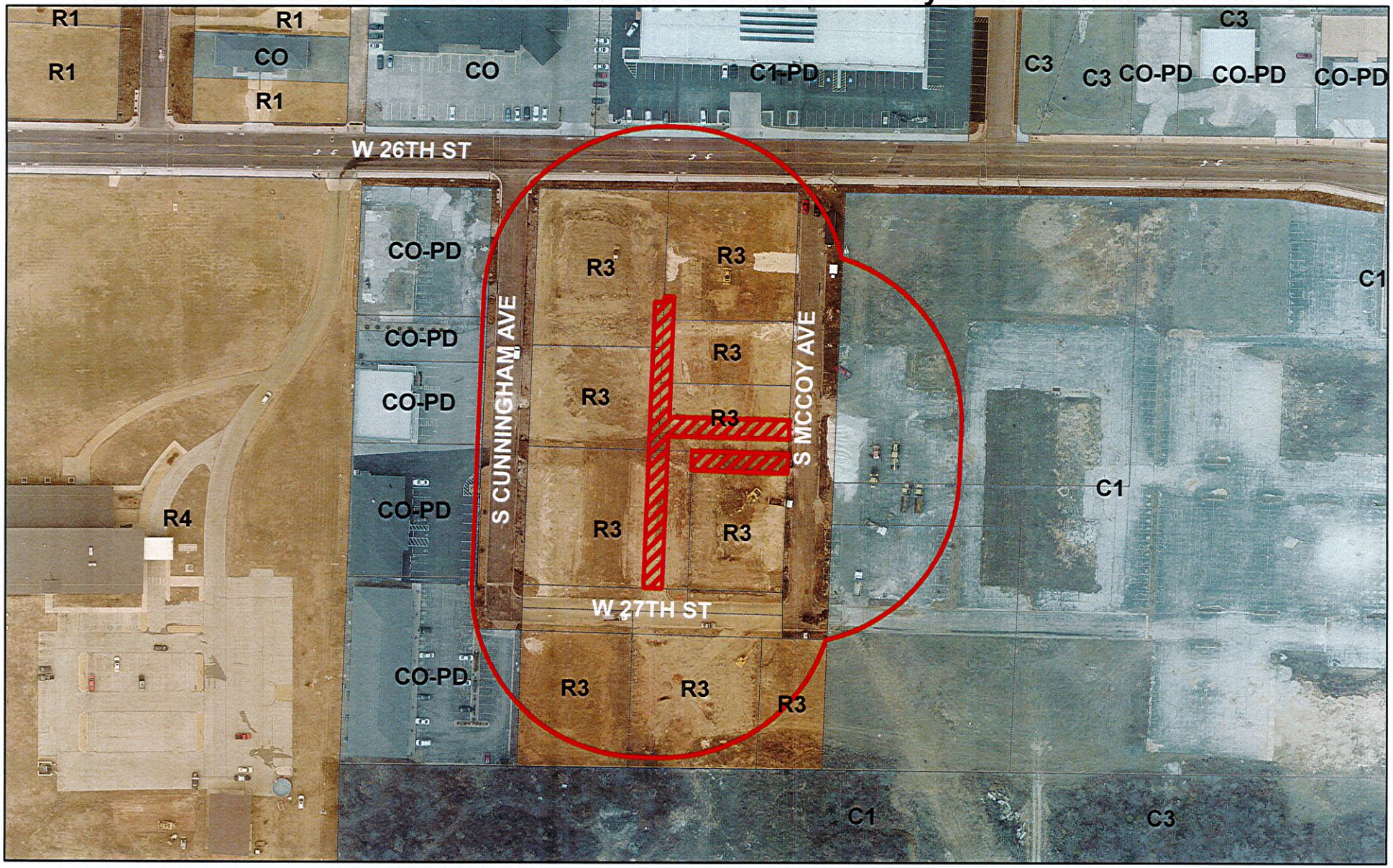
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

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

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

Case 042-19: Southwest corner of W. 26th St. and S. McCoy Ave. - Easement Vacation



Case 042-19: Southwest corner of W. 26th St. and S. McCoy Ave. - A request to vacate a 20 foot by 430 foot utility easement and a 15 foot by 115 foot utility and storm sewer easement - Kevin Parker

0 62.5 125 250 375 500 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-286-Utility Vacation

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 042-19: Easement Vacation – A request to vacate a utility easement located at the Southwest corner of W. 26th St. & S. McCoy Ave. – Parker Development, LLC

BACKGROUND:
The Memorial Hills senior affordable housing development has already been constructed on the site, and subsequent surveys have shown unused easements on the property.

PLANNING & ZONING COMMISSION TESTIMONY:
Kevin Parker, 1115 Illinois Ave, Ste 1, Joplin, MO. Mr. Parker stated that there is an easement through the building where Memorial Hills Senior Affordable Housing building now sits. We purchased this property from the Joplin Redevelopment Corporation (JRC). There are about nine (9) parcels in total and we thought all of the easements were all vacated.

They are not needed any longer and all utility companies have been notified and paperwork is in order.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval
Staff recommends approval of Case 042-19.

ATTACHMENTS
CB 2019- 286, Staff Planning Report, P&Z Commission Minutes

P & Z Case 042-19
Kevin Parker
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-286 ORDINANCE NO.

AN ORDINANCE providing for the vacation of approximately 440 feet of a 20-foot-wide utility easement, and 115 feet of a 15-foot-wide storm sewer and public utility easement located in the 1700 block of the South side of W 26th Street 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 part of approximately 440 feet of a 20-foot-wide utility easement, and 115 feet of a 15-foot-wide storm sewer easement located in the 1700 block of the South side of W 26th Street in the City of Joplin, Jasper County, Missouri, described as follows is here by vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

As part of a platted 20 feet utility easement as shown on Richard J. Joseph's Subdivision, a subdivision of land in the City of Joplin, Missouri, as shown in Plat Book 11, Page 63 in the Recorder of Deeds Office in Jasper County, Missouri, described as follows: commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, Jasper County, Missouri; thence S01°52'41"W, 40.01 feet to the South right-of-way of 26th Street; thence along said South right-of-way, S89°21'31"E, 320.00 feet to a point on the North line of lot 2 in said Richard J. Joseph's Subdivision and the West line of the utility easement; thence S01°56'04"W along the West line of said easement, 114.78 feet to the point of beginning; thence S88°03'56"E, 9.32 feet; thence N01°56'04"E 7.17 feet; thence S88°03'56"E, 10.68 feet to a point on the East line of said easement; thence along said easement the next eight courses; S01°56'04"W, 132.80 feet; thence S89°21'48"E, 129.90 feet to a point on the East line of lot 4 in said Richard J. Joseph's Subdivision, thence S01°57'29"W, 20.01 feet; thence N89°21'48"W, 129.89 feet, thence S01°56'04"W, 166.95 feet; thence N88°30'31"W, 20.00 feet; thence N01°56'04"E, 312.74 feet to the point of beginning; containing 8929 square feet, more or less; bearings based on the Missouri Coordinate System of 1983, West Zone; and a 15 feet storm sewer and utility easement as shown in Book 1643, page 1700 in the Recorder of Deeds Office in Jasper County, Missouri, being part of an un-numbered lot in Richard J. Joseph's Subdivision to the City of Joplin, Missouri, described as follows: commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 27 North, Range 33 West, Jasper County, Missouri; thence S01°52'41"W, 40.01 feet to the South right-of-way of 26th Street; thence along said South right-of-way, s89°21'31"E, 470.00 feet to the Northeast corner of lot 3 in said Richard J. Joseph's Subdivision; thence S01°57'29"W along the East lines of lot 3 and lot 4 in said subdivision, 279.76 feet to the Southeast corner of said lot 4, being the point of beginning; thence continuing South 01°57'29"W along the East line of said Richard J. Joseph's Subdivision, 15.00 feet; thence N88°30'31"W, 115.00 feet; thence N01°57'29"E, 15.00 feet to a point on the South line of said lot 4; thence S88°30'31"E along the South line of said lot 4, 115.00 feet to the point of beginning; containing 1725 square feet, more or less; bearings based on the Missouri Coordinate System of 1983, West Zone.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2019-287

Case 043-19: West of the Intersection of E. 19th St. and S. Michigan Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for the purpose of a mini-storage development – Joel Standeford

Mr. Standeford was not in attendance. Mr. Bolander stated that since it was advertised as a public hearing the case should proceed.

Mr. Ramsour asked if there anyone in favor of this request? There was not. Mr. Ramsour asked if there was anyone to speak in opposition to the case?

Marsha Ruiez, 1804 S. Michigan, Joplin, MO. She has lived there for 41 years and is in opposition. The neighborhood was hit by the tornado and there are brand new homes there and the neighborhood has beautified. She does not really see the advantage of putting mini storage on a street with new homes.

Cobb Young, 33 W 5th Street, Joplin, MO. He was representing some residents of the neighborhood, Dr. Marianne Akhtar and Dr. Jerrod Ferric, and Jeffery Pollack. The two doctors purchased a new home at 1816 S. Michigan and their house is right next to the vacant lot. There is a fence separating them. In addition to the diminution of value of the property. They have two children and looking forward to them playing in the neighborhood. They are concerned for their children with the traffic going in and out of the storage units if built.

Mr. Pollack has been in the neighborhood since 2005. He opposes it because of the valuation of his property will suffer and as the previous spokesperson stated, except for visitors and the people that live in that neighborhood, there isn't traffic.

Mr. Ramsour asked if there was anyone else to speak in opposition of this case? There was not. Mr. Ramsour asked the Commissioners if they had any other questions?

Mr. Eastman asked Mr. Bolander what is the highest and best use for this property?

Mr. Bolander stated you do see new investments in newer homes. On the other side of the viaduct you do see duplexes. From a commercial standpoint it is not very visible, I know our plan does recommend commercial district up to 19th Street. The access is very limited. Single Family or duplexes at that location would do well.

Mr. Ramsour stated that the Commission has seven (7) written petitions of protest and would like to enter them for the record.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY, MR. DERMOTT FOR CASE 043-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR DENIAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, MRS. STEELE, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

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

STAFF PLANNING REPORT
Rezoning

CASE 043-19 A request to rezone from R-1 (Single-family Residential) to C-1 (Neighborhood Commercial)

LOCATION Approximately 125 feet West of the intersection of E. 19th St. and S. Michigan Ave.

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.41 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/R-2	C-O PD	C-1 PD/R-2
Land Use	Single-family	Single-family/vacant	Vacant	Single-family/vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a commercial use on for those parts south of E. 19th St. The Future Land Use Map shows the parts north to be low density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Michigan Avenue	Local	60 feet

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is partially consistent with the comprehensive plan. The future land use map shows this part of Michigan Avenue abutting the 20th St. bridge to be suitable for commercial activity for the part of the property North of 19th St. However, the southern portion of this parcel is shown to remain residential. This property is also located within the E. 20th St. development corridor, requiring those unique development requirements for any use on this site.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-1 is consistent with nearby parcels and suitable for this neighborhood. Residential development would be appropriate in this location. The future land use map does indicate that the northern portion of this property to remain low-density residential, and new homes have been built in this area. There is currently no structure on the site.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed zoning of C-1, designed for neighborhood-scale commercial uses, is suitable for a neighborhood setting, however, with no frontage on a collector or arterial street, this zoning district may generate traffic that is inappropriate for the local roads on which it has frontage, and on which patrons would use to access the site. To get to the site, patrons would be required to use Michigan Avenue or 19th Street, both of which currently have uses that generate very little traffic, mostly single-family residential.

The proposed zoning change will have a moderate impact on nearby property, though due to the development standards required by the 20th St. corridor, some of the impact may be mitigated. The zoning change would be consistent with zoning along the 20th Street corridor. However, with no frontage on that street, and looking at the streets on which it does have frontage, it is less consistent with the zoning along both Michigan Ave. and 19th St., which consist mostly of R-1 Single-family residential.

DISCUSSION

While the future land use map does indicate that the southern portion of this property be used for commercial purposes, that map was created before the grade separation at 20th Street and Michigan Avenue. Without that frontage on 20th Street, commercial uses at that property are less appropriate given that traffic would be routed through a residential neighborhood on streets classified as local. However, traffic generated by a mini-storage, as well as other uses in C-1, is relatively low and C-1 Neighborhood Commercial is a district designed to provide neighborhood level services and be embedded within a neighborhood environment.

It should also be noted that mini-storage facilities are only permitted in the C-1 District with a special-use permit. Should this rezoning request pass, the applicant will still need to acquire a special-use permit in order to operate a mini-storage.

This property is subject to the City of Joplin's Zoning Code requirements, including the 20th St. Corridor Development Standards.

Staff recommends approval of Case 043-19 on the condition that the property be rezoned in accordance with the Future Land Use Plan; that part of the property South of 19th St. be rezoned to C-1 Neighborhood Commercial, while that part North remain R-1 Single-family Residential.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 8/3/19

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.: 043-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent: 11-22-19
P&Z Date: 12-9-19
City Council Date: 1-6-2020

APPLICANT: JOEL STANDEFORD PHONE: 417-438-6081
ADDRESS: 423 E. 4TH ST. JOPLIN MO [redacted] ZIP: 64801
EMAIL: joelstandeford24@gmail.com
OWNER: JOEL STANDEFORD PHONE: 417-438-6081
ADDRESS: 3375 E. HOKE DRIVE SPRINGFIELD MO ZIP: 65804
EMAIL: joelstandeford24@gmail.com
LOCATION OF PROPERTY: 19TH + MICHIGAN AVE
LEGAL DESCRIPTION: CAMPBELLS 7TH LOTS 57 + 58 + LOT 59 EX N. 200' + ADJ. VAC 19TH ST.

Present Zoning R-1 Requested Zoning: C-1 Acreage:
Present Use of Property: VACANT LAND WITH A PARKING LOT
Proposed Use of Property: STORAGE UNITS

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENTIAL HOUSES	R-1
South	BRIDGE	
East	COMMERCIAL / RESIDENTIAL	
West	RAILROAD TRACK	

CHARACTER OF THE NEIGHBORHOOD: RESIDENTIAL AREA TO THE NORTH, VACANT LANDS + COMMERCIAL TO THE EAST/ SOUTH EAST, BRIDGE TO THE SOUTH + TRACKS TO THE WEST

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   YES + NO. THE LOCATION IS UNIQUE
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: TO CLOSE TO RAILROAD TRACKS / SEWER HEIGHT / BRIDGE

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: MICHIGAN & 19TH
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 10 FEET
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   WILL NOT

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? N/O
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: WANTING TO BUILD STORAGE UNITS WITH AN OFF AT THE FRONT

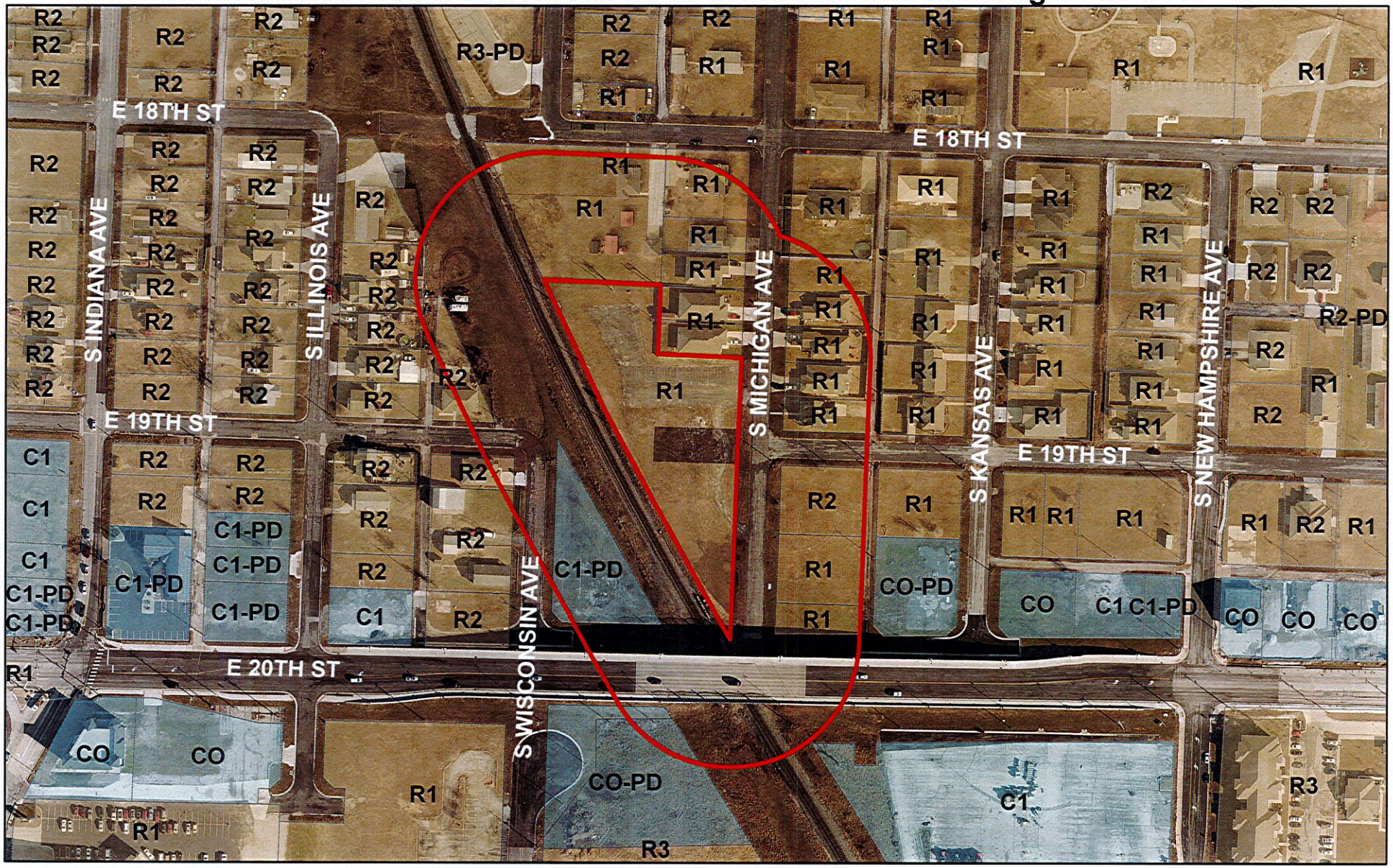
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
THE PROPERTY HAS A RAILROAD TRACK TO THE WEST, 20TH ST. BRIDGE TO THE SOUTH, COMMERCIAL SPACE TO THE SOUTH EAST AND RESIDENTIAL TO THE EAST/NORTH EAST AND NORTH.

SIGNATURE: _____ DATE: 8-8-19

BY: JOEL STANDEFORD

TITLE: OWNER

Case 043-19: West of the Intersection of E. 19th St. and S. Michigan Ave. - Rezone



Case 043-19: West of the Intersection of E. 19th St. and S. Michigan Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for the purpose of a mini-storage development – Joel Standeford

0 75 150 300 450 600 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-287-Rezone to Neighborhood Commercial (C-1)

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 043-19: West of the Intersection of E. 19th St. and S. Michigan Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for the purpose of a mini-storage development – Joel Standeford

BACKGROUND:
The request is partially consistent with the comprehensive plan. The future land use map shows this part of Michigan Avenue abutting the 20th St. bridge to be suitable for commercial activity for the part of the property North of 19th St. However, the southern portion of this parcel is shown to remain residential. That map was created before the grade separation at 20th Street and Michigan Avenue. Without that frontage on 20th Street, commercial uses at that property are less appropriate given that traffic would be routed through a residential neighborhood on streets classified as local.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Standeford was not in attendance. Mr. Bolander stated that since it was advertised as a public hearing the case should proceed.

PUBLIC COMMENT;
Marsha Ruiez, 1804 S. Michigan, Joplin, MO. She has lived there for 41 years and is in opposition. neighborhood was hit by the tornado and there are brand new homes. She does not really see the advantage of putting mini storage on a street with new homes.

Cobb Young, 33 W 5th Street, Joplin, MO. He was representing some residents of the neighborhood, Dr. Marianne Akhtar and Dr. Jerrod Ferric, and Jeffery Pollack. The two doctors purchased a new home at 1816 S. Michigan and their house is right next to the vacant lot. They also have children with they are concerned for with the traffic going in and out of the storage units if built.

Mr. Pollack has been in the neighborhood since 2005. He opposes it because of the valuation of his property will suffer and as the previous spokesperson stated, except for visitors and the people that live in that neighborhood, there isn't traffic.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends denial for Case 043-19, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2019-287, Staff Planning Report, P&Z Commission Minutes

P & Z Case 043-19
Joel Standeford
(P & Z Recommended Denial)

COUNCIL BILL NO. 2019-287 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located West of the Intersection of E. 19th Street and S. Michigan Avenue, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-1:

All of lots numbered 57, 58, and all of lot numbered 59 except the North 200 feet thereof, in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the vacated alley lying between said lots 57, 58, and 59, except the North 200 feet, and the vacated 19th Street.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-288

Case 044-19: Street Vacation – A request to vacate 150 feet of S. McCoy Ave., approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St. – Joplin Peace Tabernacle

Bruce Anderson, 620 McConnell, Joplin, MO. He is representing Joplin Peace Tabernacle for this request to vacate a strip of land that is about 150 feet south of the alley parallel to 4th St. The church owns property to the east of this parcel and to the west. They own parcels on three sides and 5th Street is partially vacated. The church does have approval from all the utility companies for this vacation.

Mr. Ramsour asked if there were any future plans, and that they certainly do not have to be shared with us.

Mr. Anderson stated that there wasn't anything at this time.

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

MRS. STEELE MOVED, SECONDED BY MR. DERMOTT FOR CASE 044-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MRS. KOELKEBECK, MRS. STEELE, MR. RAMSOUR, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 9, 2019
City Council Meeting: January 6, 2019

STAFF PLANNING REPORT
Vacation

CASE 044-19 A request to vacate 150 feet of S. McCoy Ave

APPLICANT Joplin Peace Tabernacle

REPRESENTATIVE Bruce Anderson

LOCATION Approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 50' x 150'

REASON FOR VACATION

To consolidate the applicant's properties. The applicant owns the property to the East and West, and acquired a small portion to the South with the vacation of 5th St. in 1982.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Rerouting of utilities is not required to maintain current services to adjoining properties.

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

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

DISCUSSION

The purpose for this vacation request is allow the applicant to consolidate their land. Currently, the right-of-way is not being used as a street, is not paved, and would be a dead-end reaching no destinations.

Staff recommends approval of Case 044-19 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

RECEIVED
11-15-19

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 044-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19

I. Applicant Name: JOPLIN PEACE TABERNACLE Phone:

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

Address: 416 S. MAIDEN LANE, JOPLIN, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation

Utility vacation

Other (Please specify)

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

1. Private rights will not be injured or endangered by the vacation. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

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

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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 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.

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

Utility	Contact	Email	Phone
AT&T	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	**Jeff Lebeda**	**jeff.lebeda@libertyutilities.com**	**417-625-6159**
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	**Keri Bledsoe**	**keri.bledsoe@sparklight.biz**	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	**Mandy Butkovich**	**mandy.butkovich@spireenergy.com**	**816-472-3767**

*Must contact BOTH contacts at Spire Energy.

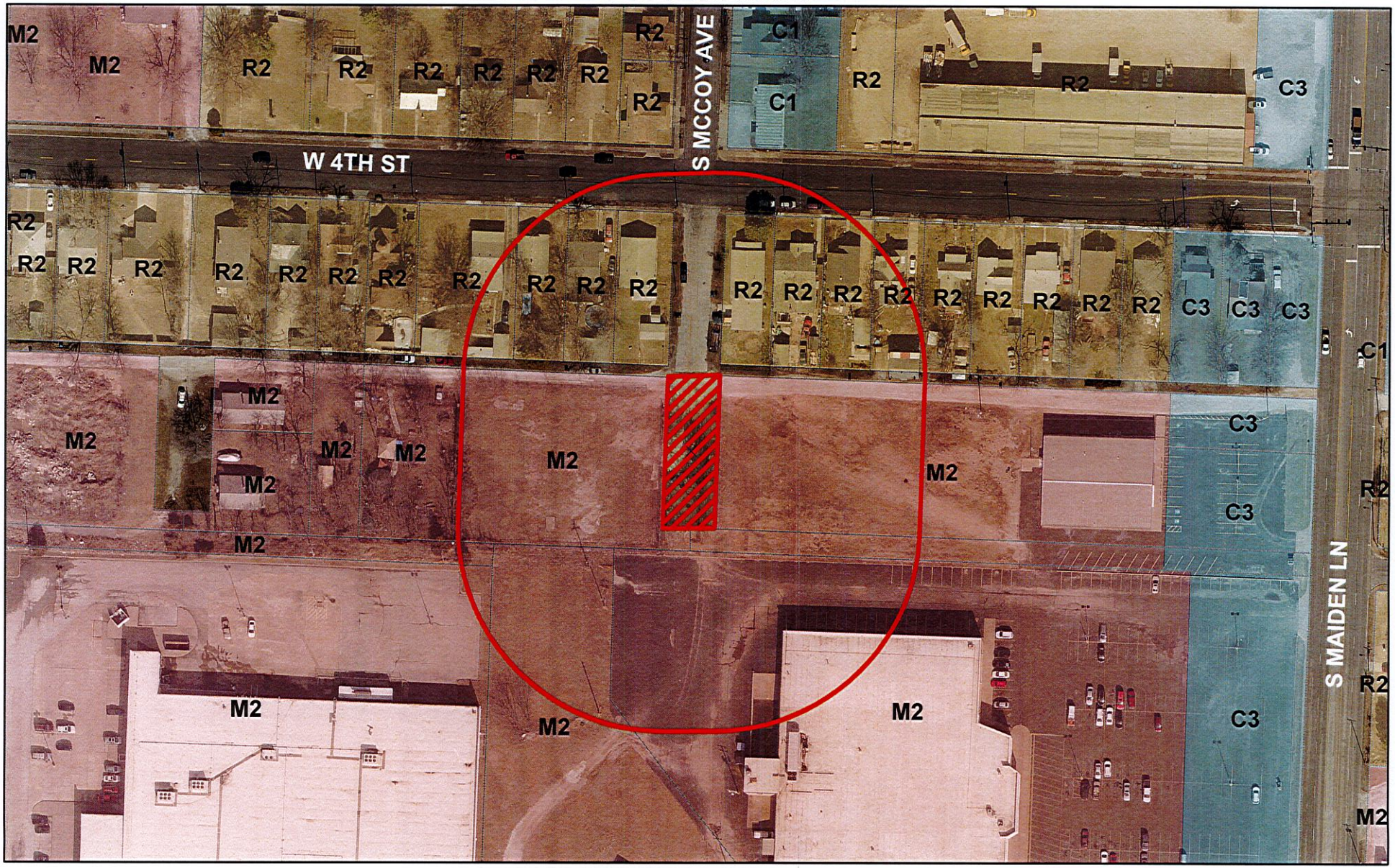
10-15-19

FRANK BUCHANAN
LEAD PASTOR

Signature

Date

Case 044-19: Approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St. Street Vacation



Case 044-19: Street Vacation – A request to vacate 150 feet of S. McCoy Ave., approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St. – Joplin Peace Tabernacle

N

0 50 100 200 300 400 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-288-Utility Vacation

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 044-19: Street Vacation – A request to vacate 150 feet of S. McCoy Ave., approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St. – Joplin Peace Tabernacle

BACKGROUND:
The purpose for this vacation request is allow the applicant to consolidate their land. Currently, the right-of-way is not being used as a street, is not paved, and would be a dead-end reaching no destinations.

PLANNING & ZONING COMMISSION TESTIMONY:
Bruce Anderson, 620 McConnell, Joplin, MO. He is representing Joplin Peace Tabernacle for this request to vacate a strip of land that is about 150 feet south of the alley parallel to 4th St. The church owns property to the east of this parcel and to the west. They own parcels on three sides and 5th Street is partially vacated. The church does have approval from all the utility companies for this vacation.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval
Staff recommends approval of Case 044-19.

ATTACHMENTS
CB 2019- 288, Staff Planning Report, P&Z Commission Minutes

P & Z Case 044-19
Joplin Peace Tabernacle
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-288 ORDINANCE NO.

AN ORDINANCE providing the vacation for a public street located 150 feet of S. McCoy Ave., approximately 150 feet South of the intersection of S. McCoy Ave. and W. 4th St. 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 part of a public street right-of-way being located approximately 150 feet of the intersection of South McCoy Ave. and West 4th St. in the City of Joplin, Jasper County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> Commencing at the Southeast Corner of Lot Numbered 25 in the Continental Addition in the City of Joplin, Jasper County, Missouri; thence S01°57'45"W 20.00 feet; thence N87°58'29"W 540.00 feet to the point of beginning said point being 10.00 feet South of the Northwest Corner of Parcel Numbered 62 of Miscellaneous Tract Numbered 13 in Section 4, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri; thence S01°57'21"W along the West line of said Parcel Numbered 62, 150.00 feet to the Southwest Corner of said Parcel Numbered 62; thence N87°58'35"W 50.00 feet to the Southeast Corner of Parcel Numbered 64 of Miscellaneous Tract Numbered 13 in Section 4, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri; thence N01°57'35"E along the East line of said Parcel Numbered 64 150.00 feet to a point 10.00 feet South of the Northeast Corner of said Parcel Numbered 64, thence S87°58'29"E 50.00 feet to the Point of Beginning; together with all of the North one-half of vacated 5th street adjoining the South line of said vacated McCoy Avenue all in Section 4, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being subject to all easements, rights-of-way, and reservations of record, on property.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
DECEMBER 16, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Ryan Jackson, Chairman of the Capital Improvement and Public Safety Sales Tax Oversight Committee presented the committee's Semi-Annual Report. The committee's observations are as follows:

As of the Oversight Committee's last meeting on November 20, 2019, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2019 fiscal year.

The projects under Phase I of the Parks/Stormwater Sales Tax have been completed as promised. The projects under Phase II of the Parks/Stormwater Sales Tax are in progress as set forth to the voters.

The projects under Phase I of the Capital Improvements Sales Tax are all complete as promised, except one which is the Traffic Signal Upgrades. This project is expected to be completed during the 2020 fiscal year. The projects under Phase II of the Capital Improvements Sales Tax are in progress as set forth to the voters.

For the public safety sales tax, all capital items have been completed as promised except for the remaining East side fire station. All operational items have been completed except the staffing for the remaining East side fire station and the remaining street lights.

Chairman Jackson stated there was a consensus of the committee to use money freed up in the general fund from the half cent sales tax toward public safety raises and staffing of the East side Fire Station. He stated it is the committee's understanding there are already funds for the fire station, and they would like to move forward with the bid process for design and construction of it.

Chairman Jackson stated the committee also discussed if it should oversee the recently approved half cent sales tax for the police and fire pension and asked the city council to consider whether the committee should oversee the pension sales tax. He stated the committee feels it is their duty to oversee sales tax revenue that voters put into place and report on a semi-annual basis how the use and flow are going, watch where the funded level is supposed to meet as it was designated, and that it ends at the appropriate time.

Mr. Stinnett asked for further discussion on this and Mayor Shaw stated there will be more discussion in the future.

CITIZEN REQUESTS AND PETITIONS

Shelly Kraft, 2701 Bird Ave, had requested to address the city council regarding Vision Joplin 2022, however she was unable to attend the meeting. Mayor Shaw read a statement from Ms. Kraft that announced that she is resigning as Chairperson of Vision Joplin 2022, and that Clifford Wert will replace her as Chair. She thanked the city council, and everyone involved for their support.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the December 2, 2019 City Council Meeting

Council Bill No.2019-282 - an ordinance amending Ordinance No.2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 3209 Connecticut Ave, City of Joplin, Newton County, Missouri. **Ordinance No. 2019-191**

Council Bill No.2019-283 - an ordinance amending Ordinance No.2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-2-PD property as described below and located Corner of Newman Road and Cattleman Drive, City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-192**

Council Bill No. 2019-535 - an ordinance amending the City of Joplin Employee Manual, Policy Section 3.9 Rehire, Section 3.12 Probationary Period, Section 4.9 Prior Service Credit Benefit and Fringe Benefits Sections (2), (3), (9), (11), (13) and (18). **Ordinance No. 2019-193**

Council Bill No. 2019-536 - an ordinance adopting the Missouri Local Government Employees Retirement System (LAGERS) L-11 plan for public safety employees of the City of Joplin hired on or after February 1, 2020, in accordance with RSMo. Sections 70.600 through 70.755; and, setting a date when this ordinance shall become effective. **Ordinance No. 2019-194**

Council Bill No. 2019-537 - an ordinance amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009 and amended September 24, 2012, May 1, 2013, January 21, 2014, December 7, 2015 and August 15, 2016, to close the Pension Plan to new hires effective February 1, 2020; and, setting a date when this ordinance shall become effective. **Ordinance No. 2019-195**

Council Bill No. 2019-619 - an ordinance amending Chapter 62, Health and Sanitation, by enacting a new Article X, Tobacco 21 Act. **Ordinance No. 2019-196**

Council Bill No.2019-620 - an ordinance repealing Chapter 30, Businesses, Article III, Licenses, Section 30-179, Sale of tobacco products or rolling papers to minors. **Ordinance No. 2019-197**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Brown introduced Council Bill No. 2019-162 - an ordinance approving the City of Joplin to enter into an agreement with Emery Sapp & Sons, Inc. in the amount of Five Hundred Eighty-Six Thousand Seven Hundred Sixty and 24/100 dollars ($586,760.24) for the construction of Surface Project 4011, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Cortez that Council Bill No. 2019-162 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-198**

Mr. Stanley introduced Council Bill No. 2019-373 - an ordinance approving the contract by and between the City of Joplin and Nelson's Enterprises, LLC for the demolition of the structure(s) and clearing of lot area located at 422 N. Pearl Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Eighty and 00/100 Dollars ($ 4,180.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Dr. Reid Adams that Council Bill No. 2019-373 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-199**

Mr. Lawson introduced Council Bill No. 2019–374 - an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 819 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred Ninety-nine and 00/100 Dollars ($2,599.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2019-374 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-200**

Mr. Stanley introduced Council Bill No. 2019-538 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2019-538 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-201**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

Mr. Stinnett introduced Council Bill No. 2019-161 - an ordinance amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Divisions 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-161 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: Monteleone, 1 The Council Bill was declared adopted and entitled **Ordinance No. 2019-202**

UNFINISHED BUSINESS

NEW BUSINESS

News from the Public Information Officer, Lynn Onstot

The City of Joplin has three collection points for discarded, natural (live) Christmas trees starting December 26 and running through January 31. Trees, bare of any decorations can be placed near the "Christmas Tree" drop-off sign posted at one of these locations:

- Humphrey Park parking lot in the Royal Heights area
- McIndoe Park at Glendale Road and Jackson Avenue – place trees in southwest corner of parking lot; and
- Public Works Center at 1301 West 2nd Street

If discarding an artificial tree, the Joplin Recycling Center accepts these with or without lights throughout the year. The Recycling Center also accepts many discarded holiday items including, gift wrapping paper boxes, bottles, cans, greeting cards, cooking oil, and clean packing materials such as peanuts and bubble wrap.

City offices will be closed on Wednesday, December 25 and Wednesday, January 1 for the Christmas and New Year's holiday. This also includes MAPS, the Sunshine Lamp Trolley and the Recycling Center. During these two holiday weeks, residential trash service moves one day forward. Wednesday customers will have service on Thursday and so on continuing through Saturday for Friday customers. This shift will occur for both the week of Christmas and the week of New Year's Day. (Monday and Tuesday pickups do NOT change.)

City announcements can be found on the City's website and Facebook page.

On behalf of all of the City staff, we'd like to wish all of our citizens Merry Christmas, Happy Holidays and a Joy-filled and Healthy new year! Thank you.

There being no further business, the meeting adjourned at 6:28 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

RESOLUTION NO. 2020-001

A RESOLUTION recognizing the creation of the 2020 One Joplin Complete Count Committee.

WHEREAS, the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons; and

WHEREAS, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count; and

WHEREAS, the One Joplin Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community; and

WHEREAS, the One Joplin Complete Count Committee will work with the Census Bureau and the State of Missouri to strive for an accurate count.

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

Section 1. That the City Council of the City of Joplin hereby shows its support for the creation of the 2020 One Joplin Complete Count Committee

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!
Here's a quick refresher of what it is and why it's essential that everyone is counted.

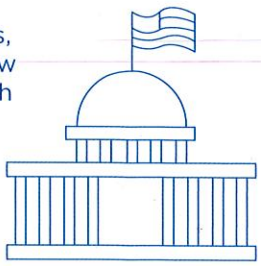
Everyone counts.

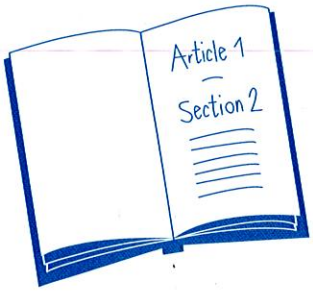
The census counts every person living in the U.S. once, only once, and in the right place.



It's about fair representation.

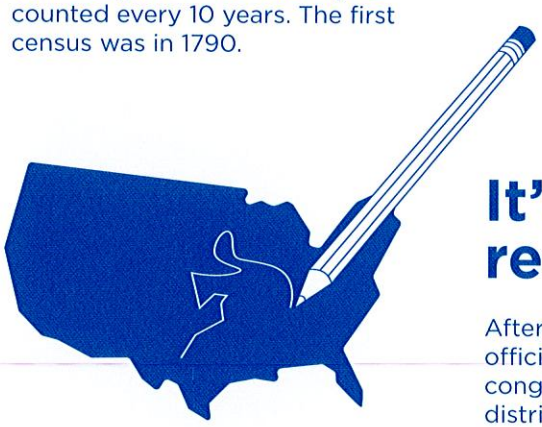
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



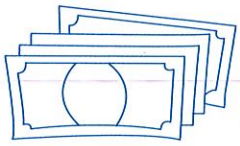


It's in the constitution.

The U.S. Constitution mandates that everyone in the country be counted every 10 years. The first census was in 1790.



It's about $675 billion.





The distribution of more than $675 billion in federal funds, grants and support to states, counties and communities are based on census data.

That money is spent on schools, hospitals, roads, public works and other vital programs.

It's about redistricting.

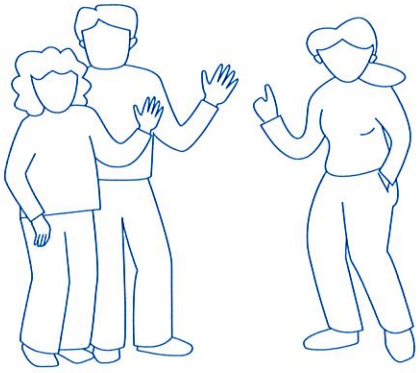
After each decade's census, state officials redraw the boundaries of the congressional and state legislative districts in their states to account for population shifts.

Taking part is your civic duty.

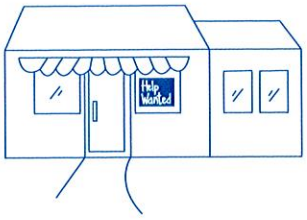
Completing the census is mandatory: it's a way to participate in our democracy and say "I COUNT!"



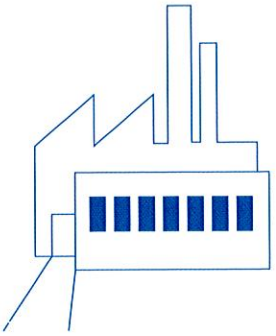
Census data are being used all around you.

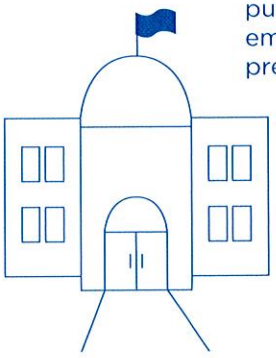


Residents use the census to support community initiatives involving legislation, quality-of-life and consumer advocacy.



Businesses use census data to decide where to build factories, offices and stores, which create jobs.





Local governments use the census for public safety and emergency preparedness.

Real estate developers use the census to build new homes and revitalize old neighborhoods.



Your privacy is protected.

It's against the law for the Census Bureau to publicly release your responses in any way that could identify you or your household.

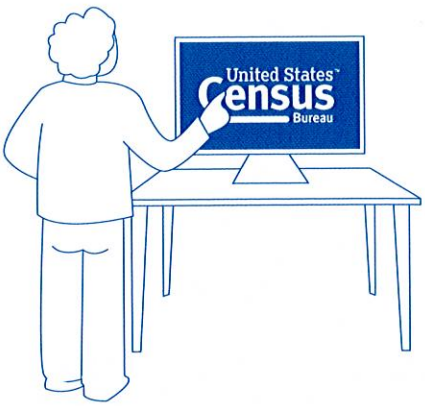
By law, the Census Bureau cannot share your answers with any other government agency.





2020 will be easier than ever.

In 2020, you will be able to respond to the census online.



You can help.

You are the expert—we need your ideas on the best way to make sure everyone in your community gets counted.



United States™ Census Bureau

FIND OUT HOW TO HELP AT CENSUS.GOV/PARTNERS

United States Census 2020

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-100
Replacement of 2 Dump Trucks with Snow Plows

MEETING DATE
January 6, 2020

ORIGINATING DEPARTMENT
Public Works

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Tag Truck Enterprises of Missouri LLC to replace 2 dump trucks which includes chassis, snow boxes, snow plows and side mount snow plows for the Street Maintenance Division.

BACKGROUND
Due to the wear and tear on equipment, the Street Maintenance Division needs to replace 2 dump trucks which includes Chassis, snow boxes, snow plows and side mount snow plows. Historically, vehicles and equipment replaced by the Street Division will then be declared surplus property and be placed into the city auction.

DISCUSSION
Following the approval of the 2019-2020 operating budget, City staff used the MoDOT State bid to find a replacement for the 2 dump trucks needing to be replaced and optimizing options for the truck to maximize efficiency for the operator. The decision was made by the Public Works Department to use the state bid to purchase the 2 dump trucks from Tag Truck Enterprises of Missouri LLC in the amount of $387,942.00. This equipment meets city specification and existing equipment.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2020-100 Ordinance; Sales Quotation from Tag Truck Enterprises of Missouri LLC

COUNCIL BILL NO. 2020-100 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Tag Truck Enterprises of Missouri LLC in the amount of Three Hundred Eighty-Seven Thousand Nine Hundred Forty-Two and no/100 Dollars ($387,942.00) for the purchase of a 2 dump trucks with snow plows as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 and containing an emergency clause.

WHEREAS, Tag Truck Enterprises of Missouri LLC holds the MoDOT State bid IFB605CO19001978 for dump truck purchases.

WHEREAS, in the FY 2019-2020 budget process, Council approved and budgeted funds to cover the purchase of 2 dump trucks with snow plows.

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

Section 1. That a Purchase Order be issued to Tag Truck Enterprises of Missouri LLC in the amount of Three Hundred Eighty-Seven Thousand Nine Hundred Forty-Two and no/100 Dollars ($387,942.00) for the purchase of a 2 dump trucks with snow plows, be and the same is, hereby approved.

Section 2. That Fiscal Year 2019-2020 budgeted reflect an appropriation in the total amount of Three Hundred Eighty-Seven Thousand Nine Hundred Forty-Two and no/100 Dollars ($387,942.00)for the replacement of 2 dump trucks with snowplows.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Prepared for:
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PO BOX295
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Phone: 573-262-3545

Prepared by:
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307 LYNUAL STREET
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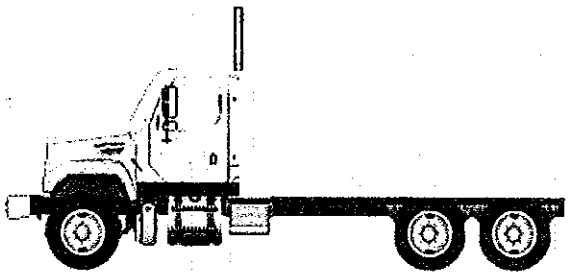
Phone: 573-471-7100

A proposal for
VIKING CIVES MIDWEST CITY OF JOPLIN

Prepared by
TAG TRUCK ENTERPRISES OF MISSOURI, LLC
Dean Spurlock

Dec 4, 2019

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-20D	SD PRL-20D (EFF:04/30/19)		
Data Version			
DRL-023	SPECPRO21 DATA RELEASE VER 023		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
004-221	2021 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AD	FREIGHTLINER LEVEL I WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-2B1	VIKING-CIVES MIDWEST		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-22T	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM	-850	-70
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-009	PTO MODE ENGINE RPM LIMIT - 1200 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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Data Code	Description	Weight Front	Weight Rear
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		

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Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		

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Data Code	Description	Weight Front	Weight Rear
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-013	18,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-998	NO FRONT SUSPENSION OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40
421-529	5.29 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		20
425-002	REAR BRAKE DUST SHIELDS		10

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Data Code	Description	Weight Front	Weight Rear
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1E8	HENDRICKSON HAULMAAX @40,000# REAR SUSPENSION		290
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
624-009	54 INCH AXLE SPACING		
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	5	
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		

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Data Code	Description	Weight Front	Weight Rear
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-567	5675MM (223 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	530	110
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 139.96 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.96 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 345.02		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 76.2 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 193.7 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 139.54 in		
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	

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Data Code	Description	Weight Front	Weight Rear
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	10	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-2F6	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES		184
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
50T-998	NO FRONT HUB COVERS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		

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650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
678-051	SAFETY YELLOW INTERIOR GRAB HANDLES		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-025	HEADLIGHTS ON WITH WIPERS, WITH LOW BEAM DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-998	NO WORK LIGHT		
318-032	SWITCH, INDICATOR LIGHT AND APPROXIMATELY 10 FEET OF WIRE ON CHASSIS RH BACK OF CAB FOR CUSTOMER FURNISHED UTILITY LIGHT(S)		
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		

Prepared for:
DARYL HAY
VIKING CIVES MIDWEST CITY
OF JOPLIN
PO BOX295
MORLEY, MO 63767
Phone: 573-262-3545

Prepared by:
Dean Spurlock
TAG TRUCK ENTERPRISES OF
MISSOURI, LLC
307 LYNUAL STREET
SIKESTON, MO 63801
Phone: 573-471-7100

Data Code	Description	Weight Front	Weight Rear
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	TINTED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-998	NO FORWARD ROOF MOUNTED CONSOLE		
693-023	LH DOOR MAP POCKET		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-007	GRAY/CHARCOAL WING DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1AJ	LH AND RH DOOR ACTIVATED DOME LIGHTS, DUAL READING LIGHTS AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-016	18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-998	NO ENTRY/ACCESS/STEP WIRING		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		

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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-006	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2	
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
35M-001	SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE ONLY (6 SWITCH SLOTS)	44	
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
44R-006	6 ON/OFF LATCHING SMARTPLEX SWITCHES		

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Data Code	Description	Weight Front	Weight Rear
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-038	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND SINGLE CONNECTOR AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Raw Performance Data			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 345.02		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.96 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 139.54 in		

TOTAL VEHICLE SUMMARY

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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8695 lbs	7212 lbs	15907 lbs
Total Weight+	8695 lbs	7212 lbs	15907 lbs

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WBF-048	CLIMATE CONTROL LESS PARKSMART: HD MODERATE 5 YEARS/200,000 MILES/322,000 KM EXTENDED COVERAGE
WAG-011	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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QUOTATION

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
HENDRICKSON HAULMAAX @40,000# REAR SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
18,000# TAPERLEAF FRONT SUSPENSION
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
5675MM (223 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1775MM (70 INCH) REAR FRAME OVERHANG
PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (2)**	$	97,126	$	194,252
EXTENDED WARRANTY		$	3,769	$	7,538
VIKING-CIVES MIDWEST INSTALLED OPTIONS		$	93,076	$	186,152
CUSTOMER PRICE		**$**	***193,971***	**$**	***387,942***

BALANCE DUE	**(LOCAL CURRENCY)**	$	387,942

COMMENTS: **MODOT STATE CONTRACT IFB605CO19001978**

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

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Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-101
Replacement of a Street Sweeper

MEETING DATE
January 6, 2020

ORIGINATING DEPARTMENT
Public Works - Operations

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

SUMMARY
This Council Bill approves the issuance for the Purchase Order to TYMCO to replace a Street Sweeper which includes a chassis, Arrow Board and other equipment for the street maintenance department, with a trade-in of the 2014 Elgin Badger Street Sweeper.

BACKGROUND
Following the approval of the FY 2019-2020 Operating Budget, the replacement of an existing street sweeper in the Street Maintenance Division was a priority. The existing 2014 Badger Street Sweeper is being replaced by this 2019 TYMCO Sweeper.

DISCUSSION
The decision was made to use the state bid to purchase one TYMCO Street Sweeper from Armor Equipment in the amount of $239,704.00. The trade-in for one existing sweeper is $33,000.00 making the cost of the new sweeper $206,704.00 and is below the budgeted amount. The equipment meets the specifications requested by the Public Works Department.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Transportation Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2020-101 Ordinance; Sales Quotation from TYMCO.

COUNCIL BILL NO. 2020-101 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to TYMCO in the amount of Two Hundred Six Thousand Seven Hundred Four and no/100 Dollars ($206,704.00) for the purchase of a Street Sweeper as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 and containing an emergency clause.

WHEREAS, TYMCO holds the MoDOT state bid #3-160513TV for Street Sweeper purchase.

WHEREAS, in the FY 2019-2020 budget process, Council approved and budgeted funds to cover the purchase of a Street Sweeper.

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

Section 1. That a Purchase Order be issued to TYMCO in the amount of Two Hundred Six Thousand Seven Hundred Four and no/100 Dollars ($206,704.00) for the purchase of a street sweeper, be and the same is, hereby approved.

Section 2. That Fiscal Year 2019-2020 budgeted reflect an appropriation in the total amount of Two Hundred Six Thousand Seven Hundred Four and no/100 Dollars ($206,704.00) for the replacement of a Street Sweeper which includes a trade-in of a street sweeper.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN MO 5/14/2019 TYMCO

SWEEPER OPTIONS

QTY	Description		Each	Total
1	600 BASE BID 2019 INTERNATIONAL 4300 CUMMINS ISB 31,000 GVWR		$ 235,719.00	$ 235,719.00
1	SWEEPER DELUGE SYSTEM		$ 940.00	$ 940.00
	STAINLESS STEEL CHIP SEAL SCREENS		$ 1,318.00	$ -
1	HI / LOW WASH DOWN SYSTEM		$ 550.00	$ 550.00
	42" AUX HANDHOSE EXTENSION	MUST ORDER HANDHOSE	$ 470.00	$ -
1	LED ARROW STICK I.L.O. MODOT ARROW BOARD		$ (2,550.00)	$ (2,550.00)
	DROP DOWN GUTTER BROOMS		$ 715.00	$ -
	HOPPER SCREEN VIBRATOR		$ 1,223.00	$ -
	DOUBLE DUO SKIDS WITH FRONT EXTENSIONS		$ 1,130.00	$ -
1	WATER TANK LEVEL GAUGE IN DISPLAY		$ 564.00	$ 564.00
1	AIR PURGE		$ 188.00	$ 188.00
1	AUX HANDHOSE 8"		$ 1,170.00	$ 1,170.00
	AUX. HANDHOSE HYDRAULIC		$ 3,760.00	$ -
1	AUX ENGINE BLOCK HEATER		$ 282.00	$ 282.00
1	STD WHITE PAINT I.L.O. HWY YELLOW		$ (2,000.00)	$ (2,000.00)
1	STAINLESS STEEL HOPPER DRAIN		$ 1,410.00	$ 1,410.00
1	HYD CURTAIN LIFTER		$ 1,410.00	$ 1,410.00
1	LINEAR ACTUATOR W/ GAUGE- PRESSURE BLEEDER		$ 333.00	$ 333.00
	DELETE STAINLESS STEEL HOPPER		$ (13,000.00)	$ -
	DELETE STAINLESS STEEL BLOWER HOUSING		$ (900.00)	$ -
1	DELETE HOPPER LOAD INDICATOR		$ (300.00)	$ (300.00)
	DELETE BROOM ASSIST HEAD		$ (2,900.00)	$ -
	DELETE VARIABLE SPEED GUTTER BROOMS		$ (715.00)	$ -
	DELETE TILT ADJUSTERS EACH		$ (425.00)	$ -
	DELETE ASI		$ (733.00)	$ -
				$ -
	CHASSIS OPTIONS			$ -
1	IHC 4300 2 SPEED REAR AXLE		$ 1,250.00	$ 1,250.00
	FREIGHTLINER M2-106 I.L.O. IHC	INCLUDES 2 SPEED AXLE	$ 4,850.00	$ -
	PETERBILT 220 DUAL DRIVE	INCLUDES 330 GAL WATER	$ 21,730.00	$ -
	PETERBILT LH OR RH STEER ONLY	INCLUDES 330 GAL WATER	$ 11,930.00	$ -
	TRUCK PARTS & SHOP MANUALS		$ 750.00	$ -
	32,000# GVWR I.L.O. 31,000# CHASSIS	ADDS 90 DAYS TO PROD	$ 530.00	$ -
1	ENGINE BLOCK HEATER		$ 550.00	$ 550.00
	CAB MOUNTED LED LIGHT BAR		$ 950.00	$ -
			$ -	$ -
	CUSTOM OPTIONS		$ -	$ -
1	ADDITIONAL DUMP SWITCH R /SIDE		$ 188.00	$ 188.00
	AOD PUMP I.L.O. CAT 290		$ 1,095.00	$ -
	LESS TRADE IN 2014 ELGIN BADGER		$ (33,000.00)	$ (33,000.00)
			$ -	$ -

State Bid Contract # 3-160513 TV
Account # 140-4521-530-8220

Sub Total	$206,704.00
Freight	INCL
TOTAL	**$206,704.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

December 11, 2019

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Generator Renovations 2019

Dear Mr. Lawson:

The bid submitted December 10, 2019 for the above referenced project has been reviewed and we have confirmed that Joplin Industrial Electric Co. Inc. (JIE) of Joplin, Missouri is the apparent low bidder. JIE has indicated that they intend to enter into a contract with the City to construct the project. Joplin Industrial Electric Co. Inc. is not presently debarred or suspended and they appear to be capable of obtaining all necessary bonds and insurance, and to perform the work specified.

It is our recommendation that the City award the construction contract to Joplin Industrial Electric Co. Inc. in the amount of $45,030.07 for the generator renovation project.

A copy of the tabulation of bids, Notice of Award, and Agreement form for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office three (3) copies of the Notice of Award. A copy of JIE's Bid and Bid Bond have been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla and Springfield

Tabulation of Bids

Project: Generator Renovations 2019
Location: Joplin, MO

Bid Date: December 10, 2019 at 11:00 am
Engineer: Jared Nichols, P.E.
Engineer's Estimate: $50,000.00

BID ITEMS

Item No.	Description	Unit	Quantity	Joplin Industrial Electric Co., Inc. Joplin, MO Unit Price	Extended Total
1	Transport generator from Turkey Creek WWTP to Filmore Bridge lift station site and install, including all associated work and removal of existing generator.	LS	1	$ 23,345.15	$ 23,345.15
2	Transport generator from Filmore Bridge lift station site to Wildwood lift station site and install, including all associated work and removal of existing generator.	LS	1	$ 13,345.23	$ 13,345.23
3	Transport generator from Wildwood lift station site to Flying J lift station site and install, including all associated work.	LS	1	$ 7,805.73	$ 7,805.73
4	All Other Work Required to Complete the Entire Project Per Plans and Specifications	LS	1	$ 533.96	$ 533.96
				TOTAL	**$ 45,030.07**

This is to certify that at 11:00 am on December 10, 2019 at the office of the City of Jolpin, MO the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By _____
Jared Nichols, P.E.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Co., Inc. Address: 2202 S. Prigmore Ave. Joplin, MO 64804	
Attention:		Attention: Jeff Cartright	
Department:		Phone: 417-623-3425	Fax: 417-623-1313
Phone:	Fax:		

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

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

Generator Renovations 2019

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $Forty-Five Thousand Thirty & 07/100 ($45,030.07) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Forty-Five Thousand Thirty & 07/100 ($45,030.07) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-102
An agreement for the installation of (3) generators at various Lift Stations.

MEETING DATE
January 6, 2020

ORIGINATING DEPARTMENT
Public Works - Operations

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

SUMMARY
This Council Bill approves the issuance of an agreement with Joplin Industrial Electric Co. in the amount of $45,030.07 for services.

BACKGROUND
The City hired Allgeier Martin to do an analysis of what size generator was needed at the Filmore Bridge Lift Station and where the relocation of the current generator should be. Three years ago, the three (3) pumps were increased 50hp to 75hp after the flooding. Following the approval of the FY 2018-2019 Operating Budget, Public Works ordered a Generator for the Filmore Bridge Lift Station which has arrived. This contract makes it possible to install this large generator at the Filmore Bridge Lift Station and have three phase power. The generator currently at the Filmore Lift Station will be moved and installed at Lift Station 19 at Wildwood Ranch. Then, the one currently at Wildwood Ranch, will be relocated to the Flying J Lift Station where is not one.

DISCUSSION
In accordance with the COJ procurement policy, the City advertised for bids to install the generators and received one bid from Joplin Industrial Electric Co. The decision was made to accept the bid to install three generators in the amount of $45,030.07 which is below the Engineer's estimate. This will meet the specifications requested by the Public Works Department.

FUNDING SOURCE
This payment will come from the FY 2019-2020 budget of Sanitary Sewer.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri.

ATTACHMENTS
CB2020-102 Ordinance; Recommendation Letter from Allgeier, Martin and Associates, Agreement with Joplin Industrial Electric and Tabulation of Bids.

COUNCIL BILL NO. 2020-102 ORDINANCE NO.

AN ORDINANCE approving an agreement with Joplin Industrial Electric Co. in the not to exceed amount of Forty-Five Thousand Thirty and 07/100 Dollars ($45,030.07) for the relocating and installation of three generators; authorizing the City Manager to execute on behalf of the City; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Joplin Industrial Electric Co., in the not to exceed amount of Forty-Five Thousand Thirty and 07/100 Dollars ($45,030.07) for the moving and installation of three generators at Filmore Bridge Lift Station, Lift Station #19, at Wildwood Ranch and Flying J Lift Station, a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit A, is hereby approved.

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

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Gary L. Shaw, Mayor

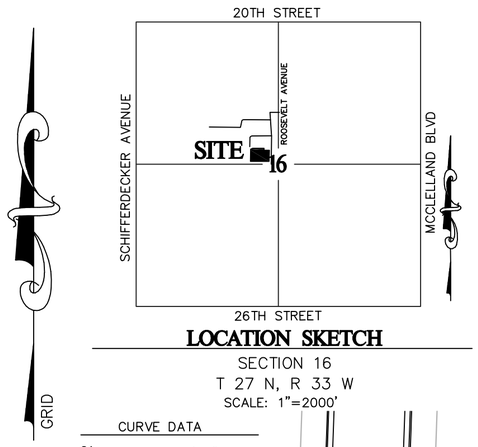
ATTEST:

_____
Barbara J. Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

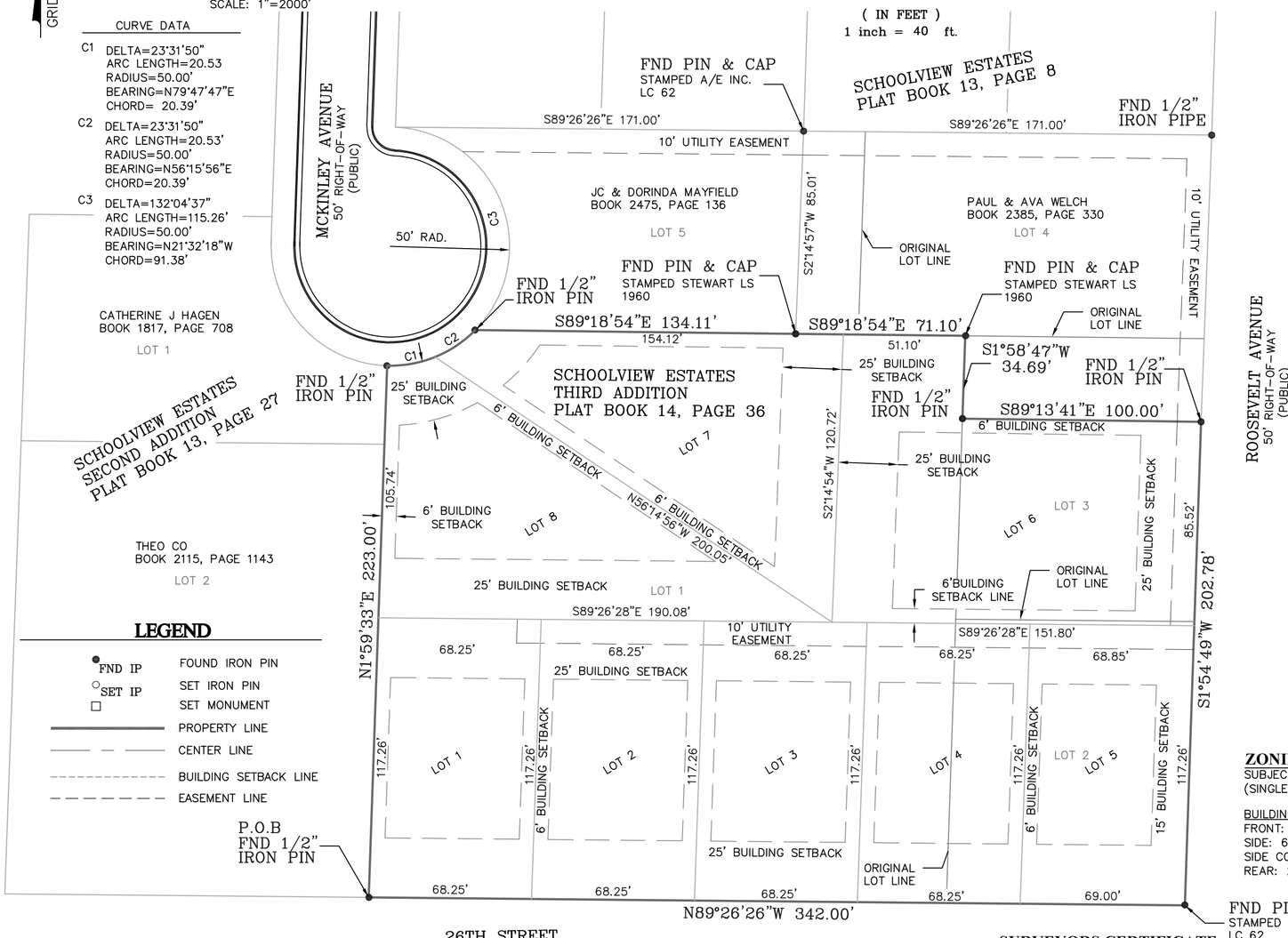
FINAL PLAT OF
HAL'S SUBDIVISION
BEING A REPLAT OF LOTS 1-3 SCHOOLVIEW ESTATES THRID ADDITION CITY OF JOPLIN, JASPER COUNTY, MISSOURI



LOCATION SKETCH
SECTION 16
T 27 N, R 33 W
SCALE: 1"=2000'

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

CURVE DATA
C1 DELTA=23°31'50"
ARC LENGTH=20.53
RADIUS=50.00'
BEARING=N79°47'47"E
CHORD= 20.39'
C2 DELTA=23°31'50"
ARC LENGTH=20.53'
RADIUS=50.00'
BEARING=N56°15'56"E
CHORD=20.39'
C3 DELTA=132°04'37"
ARC LENGTH=115.26'
RADIUS=50.00'
BEARING=N21°32'18"W
CHORD=91.38'



LEGEND
- FND IP — FOUND IRON PIN
- SET IP — SET IRON PIN
- SET MONUMENT
- PROPERTY LINE
- CENTER LINE
- BUILDING SETBACK LINE
- EASEMENT LINE

SURVEY DESCRIPTION

A SURVEY OF LOTS 1,2 AND 3 IN SCHOOLVIEW ESTATES THIRD ADDITION A REPLAT OF LOT 3 IN SCHOOLVIEW ESTATES SECOND ADDITION BEING A REPLAT OF LOTS 26,27,28 AND 29 IN SCHOOLVIEW ESTATES IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF LOT ONE (1) IN SCHOOLVIEW ESTATES THIRD ADDITION AFOREMENTIONED, THENCE NORTH 01°59'33" EAST ALONG THE WEST LINE OF SAID LOT ONE (1), 223.00 FEET TO A FOUND 1/2" IRON PIN, THENCE 41.07 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AN A BEARING OF NORTH 68°01'51" EAST AN A CHORD DISTANCE OF 39.92 FEET TO A FOUND 1/2" IRON PIN ON THE NORTH LINE OF SAID LOT ONE (1), THENCE SOUTH 89°18'54" EAST ALONG SAID NORTH LINE OF LOT ONE (1), 205.21 FEET TO A FOUND PIN AND CAP STAMPED STEWART LS 1960, THENCE SOUTH 01°58'47" WEST, 34.69 FEET TO A FOUND 1/2" IRON PIN, THENCE SOUTH 89°13'41" EAST, 100.00 FEET TO A FOUND 1/2" IRON PIN BEING ON THE WEST RIGHT-OF-WAY OF ROOSEVELT AVENUE, THENCE SOUTH 01°54'49" WEST ALONG SAID WEST RIGHT-OF-WAY, 202.78 FEET TO A FOUND PIN AND CAP STAMPED A/E INC. LC 62 AT THE INTERSECTION OF ROOSEVELT AVENUE AND 26TH STREET, THENCE NORTH 89°26'26" WEST ALONG THE NORTH RIGHT-OF-WAY OF 26TH STREET, 342.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

OWNER'S CERTIFICATE AND DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, *JOEL STANDEFORD*, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20 ____.

(Signed)_____
JOEL STANDEFORD

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY APPROVAL

THIS PLAT OF HAL'S SUBDIVISION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE_____DAY OF_____, 20_____. OF JOPLIN, MISSOURI,

ATTEST: _____ MAYOR

_____ _____
CITY CLERK PUBLIC WORKS DIRECTOR

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, _____, RECORDER OF JASPER COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____DAY OF_____ _____, 20_____ A.D. _____ O'CLOCK _____MIN. _____M. DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____AT PAGE _____ IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT NEOSHO, MISSOURI, THIS ____ DAY OF _____ 20_____.

_____ _____
RECORDER DEPUTY

ZONING INFORMATION

SUBJECT PROPERTY IS ZONED R-1
(SINGLE-FAMILY RESIDENTIAL DISTRICT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 15'
REAR: 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	2.03±
TOTAL NO OF LOTS:	8
CURRENT ZONING:	R-1
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SUBMITTAL DATE:	09-24-19
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2513, PG 54
PRELIMINARY APPROVAL:	
ACCURACY STANDARD:	URBAN

DEVELOPER AND OWNER
JOEL STANDEFORD
3375 E. HOKE DRIVE
SPRINGFIELD MO. 65804

SOURCE OF DEED
C & S BUILDERS
BOOK 2513, PAGE 54

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
WAYNE STEPHENSON, P.E.
GREGORY B. BOWERS, P.L.S.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE SEPTEMBER 24, 2019

ANDERSON ENGINEERING, INC. L.C. 62
by

PRELIMINARY

_____ DATE 9-24-19
GREGORY B. BOWERS
LS 2672

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING · GIS

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

FINAL PLAT
HAL'S SUBDIVISION

JOP 100-5347

DRAWN: RWW DATE: 09-24-19
CHECKED: GBB JOB NO: 19J010052
SHT. 1 OF 1 REV.___

Case 045-19: Preliminary Plat Review – A request to review the Preliminary Plat of Hal's Subdivision located on the Northwest corner of the intersection of W. 26th St. and S. Roosevelt Ave. – Joel Standeford

Mr. Stanton stated this first would be a review of the preliminary plat. Staff reviewed this preliminary plat with the Public Works Department and the Engineering Department and found that it has met requirements of our subdivision code. They do plan to subdivide into eight (8) distinct parcels. There will be 5 parcels on 26th Street, one will have frontage on Roosevelt, and two (2) will have frontage on the S. McKinley Avenue cul-de-sac. There is a sewer extension planned. The current sewer runs on the northern part of the parcel, when subdivided they will extend it down Roosevelt Avenue to meet those parcels on 26th Street. They opted for a stormwater buy out instead of doing on site retention/detention.

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

MR. EASTMAN MOVED, SECONDED BY MR. DERMOTT FOR CASE 045-19 BE APPROVED. MOTION CARRIED, MRS. KOELKEBECK, MRS. STEELE, MR. RAMSOUR, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (6 IN FAVOR, 0 NAYS, 1 ABSENT).

CB 2019-289

Case 046-19: Final Plat Review – A request to review the Final Plat of Hal's Subdivision located on the Northwest corner of the intersection of W. 26th St. and S. Roosevelt Ave. – Joel Standeford

Mr. Stanton stated this was the final plat for Hal's Subdivision on 26th Street and Roosevelt Avenue. This one will go to City Council for their approval. It does meet all of the Subdivision Regulations in our code.

MRS. STEELE MOVED, SECONDED BY MR. EASTMAN FOR CASE 046-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MRS. KOELKEBECK, MRS. STEELE, MR. RAMSOUR, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: December 9, 2019
City Council Meeting: January 6, 2019

STAFF PLANNING REPORT
Final Plat

CASE 046-19 Final Plat review

NAME OF SUBDIVISION Hal's Subdivision

LOCATION: NW Corner of W 26th St. & S. Roosevelt Ave.

APPLICANT: Joel Standeford

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	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

SUBDIVISION:

Number of lots
8

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W 26th St.	Collector	55'
S Roosevelt Ave.	Local	50'

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

No.

UTILITIES: Existing. New easements are included with the replat. A new sewer extension is planned.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The final plat approval is for Hal's Subdivision, a replat of lots 1-3 of Schoolview Estates Third Addition. This subdivision will be 8 lots, zoned R-1 Single-family Residential. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Joel Standeford is seeking an 8-lot subdivision for new single-family development located at the Northwest corner of W 26th St. and S. Roosevelt Ave. Lots 7 and 8 will have a shared access easement to ensure adequate room for access off of McKinley Ave. The applicant has also opted for a stormwater buyout in order to meet the stormwater requirements of the proposed increase in impervious surface.

Staff recommends approval of Case 046-19.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

RECEIVED 10-4-19

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case # 046-19
~~Subdivision~~ No.:
Date Filed: 10-4-19
Date of Meeting: 12-9-19
Fee: $2

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Hal's Subdivision

II. Name of Owner: Joel Standeford

III. Name of Subdivider: Joel Standeford

IV. Name of Person who prepared the Plat: Gregory Bowers

V. Date of Hearing: 11/11/2019

VI. Location of Property by Streets: Southeast of McKinley Avenue, West of Roosevelt Avenue, North of 26th Street

VII. Present Zoning of Property R1

VIII. Present Uses of Property Vacant

IX. No. of Acres in Total Tract 2.03 No. of Lots 8

Instructions:

The following checklist is to be completed by the Municipal Planner and may 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 may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☑	☐
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.	☑	☐

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. ☑ ☐

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. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☑ ☐

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. ☑ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning 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. ☑ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☑ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

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. Surveyor preparing plat. ☐ ☐

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

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☑

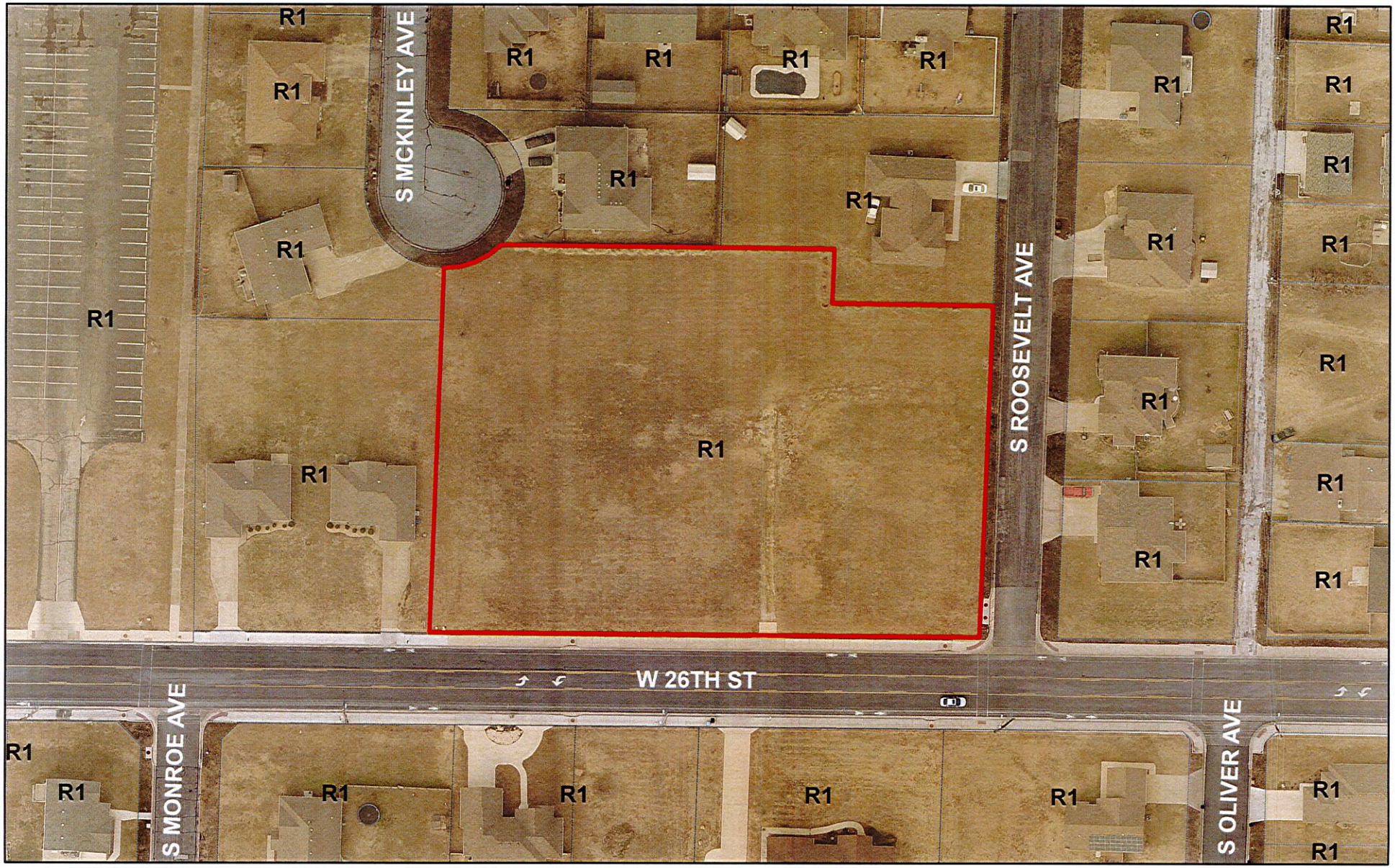
B. If so, has a copy been submitted? ☐ ☐

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

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

XV. Are additional comments attached? ☐ ☑

Case 046-19: Northwest corner of the intersection of W. 26th St. and S. Roosevelt Ave.
Final Plat Review



Case 046-19: Final Plat Review – A request to review the Final Plat of Hal's Subdivision located on the Northwest corner of the intersection of W. 26th St. and S. Roosevelt Ave. – Joel Standeford

N

0 37.5 75 150 225 300 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-289 – Final Plat Review, Hal's Subdivision.

MEETING DATE:
January 6, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 046-19: Final Plat Review – A request to review the Final Plat of Hal's Subdivision located on the Northwest corner of the intersection of W. 26th St. and S. Roosevelt Ave. – Joel Standeford

BACKGROUND:
The final plat approval is for Hal's Subdivision, a replat of lots 1-3 of Schoolview Estates Third Addition. This subdivision will be 8 lots, zoned R-1 Single-family Residential. Lots 7 and 8 will have a shared access easement to ensure adequate room for access off of McKinley Ave. The applicant has also opted for a stormwater buyout in order to meet the stormwater requirements.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton stated this was the final plat for Hal's Subdivision on 26th Street and Roosevelt Avenue. . It does meet all of the Subdivision Regulations in our code.

They do plan to subdivide into eight (8) distinct parcels. There will be 5 parcels on 26th Street, one will have frontage on Roosevelt, and two (2) will have frontage on the S. McKinley Avenue cul-de-sac. There is a sewer extension planned. The current sewer runs on the northern part of the parcel.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends approval of Case 046-19.
Planning and Zoning Commission approved 6 in Favor, 0 Nays, 1 Absent

ATTACHMENTS:
CB 2019-289, Planning Report, Plat Commission Minutes.

P & Z Case 046-19
Joel Standeford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-289 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Hal's Subdivision located at NW Corner of W 26th St. & S. Roosevelt Ave. 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 Subdivision located at the NW Corner of W 26th St. & S. Roosevelt Ave in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A SURVEY OF LOTS 1,2 AND 3 IN SCHOOLVIEW ESTATES THIRD ADDITION A REPLAT OF LOT 3 IN SCHOOLVIEW ESTATES SECOND ADDITION BEING A REPLAT OF LOTS 26,27,28 AND 29 IN SCHOOLVIEW ESTATES IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½" IRON PIN AT THE SOUTHWEST CORNER OF LOT ONE (1) IN SCHOOLVIEW ESTATES THIRD ADDITION AFOREMENTIONED, THENCE NORTH 01˚59'33" EAST ALONG THE WEST LINE OF SAID LOT ONE (1), 223.00 FEET TO A FOUND ½" IRON PIN, THENCE 41.07 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A BEARING OF NORTH 68˚01'51" EAST AN A CHORD DISTANCE OF 39.29 FEET TO A FOUND ½' IRON PIN ON THE NORTH LINE OF SAID LOT ONE (1), THENCE SOUTH 89˚18'54" EAST ALONG SAID NORTH LINE OF LOT ONE (1), 205.21 FEET TO A FOUND PIN AND CAP STAMPED STEWART LS 1960, THENCE SOUTH 01˚58'47" WEST, 34.69 FEET TO A FOUND ½" IRON PIN, THENCE SOUTH 89˚13'41" EAST, 100.00 FEET TO A FOUND ½" IRON PIN BEING ON THE WEST RIGHT-OF-WAY OF ROOSEVELT AVENUE, THENCE SOUTH 01˚54'49" WEST ALONG SAID WEST RIGHT-OF-WAY, 202.78 FEET TO A FOUND PIN AND CAP STAMPED A/E INC. LC 62 AT THE INTERSECTION OF ROOSEVELT AVENUE AND 26TH STREET, THENCE NORTH 89˚26'26" WEST ALONG THE NORTH RIGHT-OF-WAY OF 26TH STREET, 342.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 ACRES MORE OR LESS. BEARINGS BASE ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets 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, and according to the statues of the State of Missouri .

Section 3. That the City Clerk is 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 _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-600: authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing a school resource officer program between City and District; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

MEETING DATE
January 6, 2020

ORIGINATING DEPT
Police Department

ATTACHMENTS
CB2020-600 Ordinance; Exhibit A: School Resource Officer Agreement

REVIEWED BY
Dept. Head: Matt Stewart; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Joplin Schools for the purpose of providing a school resource officer program between City and District

BACKGROUND
The Joplin Police Department and Joplin Schools have a long history of working together to provide a safe learning environment for their schools. An MOU was signed in 2007 whenever two additional SRO's began working in the schools. This MOU has not been updated since that time. The City and Joplin Schools agreed that the MOU should be redone in order to be relevant with current State and Federal law. This MOU (2020) will replace the MOU that was completed in 2007. There are currently four (4) SRO's that are commissioned through the City working in Joplin Schools.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

COUNCIL BILL NO. 2020-600 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing a school resource officer program between City and District; and authorizing the Interim City Manager to execute said agreements by and on behalf of the City of Joplin.

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

Section 1. That the agreement with Joplin Schools for the purpose of providing a school resource officer program between City and District, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF JOPLIN AND
JOPLIN SCHOOLS

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019, by and between JOPLIN SCHOOLS ("District"), a political subdivision and public school district of the State of Missouri whose address is 1717 East 15th Street, Joplin, MO 64801, and the CITY OF JOPLIN, Missouri ("City"), a municipal corporation, whose address is 602 South Main Street, Joplin, MO 64801, for the purpose of providing a school resource officer program between the District and the City, hereinafter referred to together as "Parties."

WITHNESSETH:

WHEREAS, the City and District have a mutual goal to ensure a safe learning environment for students and staff at the District;

WHEREAS, the City and District developed a partnership under a formerly valid agreement wherein the Parties share responsibilities in furtherance of their mutual goal to ensure a safe learning environment for students and staff at the District; and

WHEREAS, the Parties desire to continue their partnership by utilizing four (4) City police officers as School Resource Officers ("SROs") to serve District schools during fall and spring semesters, and one (1) to two (2) SROs to serve District schools during summer session(s), all pursuant to the terms and conditions contained in this new Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein the parties agree as follows:

Section 1. Term. This Agreement shall become effective on the date on which it has been executed by both Parties, and shall extend through the end of the 2019-2020 school year, or at such other date as agreed by the Parties. Thereafter, subject to annual appropriations, it will be automatically renewed for successive one (1) year terms unless either party hereto gives the other party sixty (60) days written notice of intent to terminate the Agreement.

Section 2. Obligations of the City. The City agrees to:

(a) Annually, upon budget appropriations, provide adequate funds (wages and benefits) sufficient to employ four (4) full-time police officers who will serve the City and District.

(b) Select and employ the officers and pay the requisite salary and related employment benefits, including but not limited to workers' compensation insurance as required by Missouri law, to the officers, and provide the required training, equipment, transportation, and education for the officers as required by law, including but not limited to the 40-hour basic school resource officer training as outlined in § 168.450, RSMo, active shooter training, and will attend the SRO basic course within one year of appointment as an SRO.

(c) Ensure that SROs assigned to the District are Missouri POST certified peace officers, as defined in § 590.010, RSMo, and are in compliance with the provisions of Chapter 590, RSMo. In addition, the SROs will be commissioned by the City of Joplin, Jasper County, and Newton County.

Section 3. Obligations of the District. The District agrees to:

a) Annually, upon budget appropriations, provide adequate funds for one-half of the officers' wages. Wages are defined as the regular annual base salary, not to include overtime wages or fringe benefit costs.

(b) Direct the school facilities that will utilize the officers.

Section 4. Obligations of the SRO.

(a) The District has authorized the commissioned SROs to enforce laws relating to crimes committed:

i. On school premises/property;
ii. At school activities; and
iii. On school buses operating within the District.

(b) An SRO may conduct a justified stop on school property and enforce any local violation that occurs on school grounds.

(c) All crimes involving any sexual offense or any felony involving the use of force shall remain under the authority of the local jurisdiction(s) where the crime occurs.

(d) The SRO shall:

i. Provide a safe learning environment to the students and staff of the District.
ii. Facilitate and improve communication and relationships between the City and the students, parents of students, and staff of the District.

iii. Quickly and effectively respond to criminal activity that has occurred at the District or that affected a student or staff member of the District.
    1. The SRO will advise the District Administrators of law enforcement actions as soon as practical.
    2. The SRO will NOT release confidential criminal investigation information to the District administrators or staff unless approved to do so by the Chief of Police or his/her designee.

iv. Help ensure compliance with the Missouri Safe Schools Act.

v. Assist with facilitation or conducting non-suspect interviews of the District students or staff for investigative personnel, in accordance with District policies.

vi. Assist with providing non-confidential information to law enforcement officers or juvenile officers conducting investigations.

vii. Make appropriate referrals to the appropriate Juvenile Office.

viii. Provide safety and security recommendations to District administrators for both personal and physical safety.

ix. Coordinate the delivery of requested presentations to District students on special topic issues, such as, intoxicated driving, cyber safety, bullying, interpersonal violence, etc.

x. Participate, where practical, in school functions, such as: attending athletic events, school dances/prom, graduation events, PTA, school board meetings, etc.

xi. Adhere to all State of Missouri and Federal laws, as well as all policies and procedures of the District. In the event of conflict between direction from City and District, direction from City shall prevail. However, if the District, in its sole discretion, determines a SRO has violated the policies and procedures of the District, the District can request a meeting with the SRO's supervisor to determine next steps regarding the SRO's evaluation and, the District administration may request the SRO's immediate removal from the program and the District. The City shall comply with the District's request based on the performance of the SRO, without requiring

the District participate in the mediation process outlined in Section 5 of this agreement.

xii. While working as a police officer for the City, the SRO shall perform regular work duties at the sole discretion of the City. While serving as an SRO for the District, the SRO will perform day-to-day duties as agreed upon by the District and City.

(e) SROs will be responsible for the Rise Above program and other functions and provide such programs to District students in accordance with the "age appropriate" guidelines set forth in the Rise Above program.

Section 5. Employee Evaluations. As an employee of the City, the City will have the responsibility for all employee/employer related actions including the annual employee evaluation and any necessary disciplinary actions. The City will provide for input from the District into these employee evaluations and/or disciplinary actions. In the event the principal of the school to which an SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with the District's Assistant Superintendent of Operations, who will try to resolve any issues. However, if the District's Assistant Superintendent of Operations and the principal agree that the respective SRO should be removed from the program, the District's Assistant Superintendent of Operations will provide his or her written recommendation to the City. If the City so desires, the Assistant Superintendent of Operations will meet with the Chief of Police and the SRO in an attempt to mediate or resolve any problems. If, within a reasonable amount of time after the District's Assistant Superintendent of Operations provided his or her written recommendation to the City, the problem has not been resolved, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the District. The City may dismiss or reassign an SRO at its discretion. In the event of the resignation, dismissal, reassignment, or long-term absences of an SRO, the City shall provide a replacement for the SRO as soon as possible, when staffing levels are adequate to do so. If a replacement is not provided within 60 days of such resignation, dismissal, reassignment, or notification of long-term absence, the Parties agree they will meet to discuss the terms of this Agreement and determine whether any amendment is

necessary. The Parties agree that the City will not invoice the District charges for any vacant SRO position.

Section 6. Insurance, Indemnification, and Hold Harmless. In the event that a SRO is injured during duties as a SRO, by intentional, reckless, or grossly negligent acts by a District employee, or by a known dangerous condition or defect in or on District property or facilities, the District agrees to indemnify and hold harmless the City for all damages suffered by said SRO that City shall be legally obligated to pay. The District shall maintain a policy of general liability insurance with combined limits of at least $2,000,000.00, naming the City as an additional insured. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

Section 7. Invoicing. Each falls semester the City will submit an invoice to the District for the annual salary costs. Said invoice shall be paid within thirty (30) days of receipt.

Section 8. Assignment. The Parties agree that this is a personal services contract and cannot be assigned by either party without the other party's written consent.

Section 9. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

Section 10. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors, administrators, heirs, and permitted assigns.

Section 11. Information Sharing and Confidentiality.

(a) Information Sharing with SROs. The Parties agree that with this Agreement, the District is outsourcing the function of providing safety and security for District schools to the SROs serving the District. Therefore, the SROs are considered "school officials" under the Family Educational Rights and Privacy Act (FERPA) and the District may share education records with an SRO with legitimate educational interests, as long as the following conditions are met:

1. The SRO is performing an institutional service or function for which the District would otherwise use employees (e.g. to ensure school safety);
2. The SRO is under the direct control of the District with respect to the use and maintenance of the education records and complies with the requirements in subsection c of this section;
3. The SRO is subject to FERPA's use and re-disclosure requirements in 34 C.F.R. § 99.3(a), which provides that the personally identifiable information from education records may be used only for the purposes for which the disclosure was made (e.g. to promote school safety and the physical security of students), and which limits the re-disclosure of personally identifiable information from education records; and
4. The SRO meets the criteria specified in the District's annual notification of FERPA rights for being school officials with legitimate educational interests in the education records.

(b) Information Sharing with the City. Notwithstanding any other provision of this Agreement, the Parties shall fully comply with FERPA and all other applicable state or federal laws regarding the confidentiality of student information, as well as Board Policy JO-1, *Student Records*. Information obtained by District staff may be shared with the City as long as the information is not personally identifiable information derived from education records, as defined in 34 C.F.R. § 99.3. For example, information received orally from a student may be shared, even if later recorded in a written statement used by District staff for disciplinary purposes. Information from education records will only be shared with the City in accordance with FERPA, including, but not limited to the following circumstances:

1. The information is "directory information," as defined in Board Policy JO-1, unless the parent/guardian or eligible student requested specifically that such information be kept confidential.
2. The parent/guardian or eligible student has provided consent.
3. The information is being provided in response to a subpoena.
4. The information is being provided in a specific situation that presents imminent danger to students or members of the community or that requires an immediate

need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual.

5. The disclosure is to law enforcement or juvenile justice authorities and concerns law enforcement's or juvenile justice authorities' ability to effective serve, prior to adjudication, the student whose records are released.

(c) **Data Use and Protection Requirements.** Any individual, including an SRO or any officer, employee, or agent of the City, to whom personally identifiable information from education records are disclosed pursuant to this Agreement must comply with the following data use and protection requirements:

1. The officers, employees, and agents of the City that receive information must comply with the use and re-disclosure requirements of FERPA in 34 C.F.R. § 99.33(a). Specifically, the officers, employees, and agents of the City that receive information may only use the information for the purposes for which the disclosure was made and shall not disclose the information to any other party without the prior consent of the parent or eligible student. The District will be responsible for providing annual training related to FERPA and confidentiality in the school setting.
2. The officers, employees, and agents of the City shall not access or remove from District property any personally identifiable information contained in education records, including computers and computer systems, unless the officer, employee, or agent of the City is a school official with a legitimate educational interest in the information.
3. The individuals to whom such information is disclosed must comply with all applicable restrictions set forth in federal law.

(d) Law Enforcement Unit Records. "Law Enforcement Unit" means any individual, office, department, division, or other component of the District, such as an SRO, that is officially authorized or designated to (a) enforce any local, State, or federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or federal law, against any individual or organization other than the District; or (b) maintain the physical security and safety of the District. Records which are: (1) created by a law enforcement unit; (2) created for a law enforcement purpose; and (3) maintained by the law enforcement unit are Law Enforcement Unit

Records and not "education records" under FERPA. The Parties agree that Law Enforcement Unit Records may be subject to release in accordance with the City's policies and procedures.

Section 12. Notice. When any notice or statement of other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

To Joplin Schools:
Assistant Superintendent for Operations
Memorial Education Center
825 South Pearl Avenue
Joplin, MO 64801

To the City of Joplin:
City Attorney
602 S. Main St.
Joplin, MO 64801

Section 13. Termination. Either party may terminate this Agreement at any time by giving one hundred twenty (120) days written notice to the other party.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

For JOPLIN SCHOOLS:

By: _____ Date: _____
Sharrock Dermott, Board of Education President

Attested by: _____ Date: _____
Pat Waldo, Board of Education Secretary

For CITY OF JOPLIN:

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____