COUNCIL AGENDA
February 17, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. First Community Christian Church Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Update Of Murphysburg's District Designation By Nancy Morton

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. COUNCIL MINUTES

      Documents: FEB 2, 2015.DOCX

   2. COUNCIL BILL NO. 2015-254
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of 32nd Street and John Duffy Drive in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-254 VOL ANNEX NW CORNER 32ND AND JOHN DUFFY.DOC, CB 2015-254 VOL ANNEX NW CORNER 32ND ST AND JOHN DUFFY DR.DOC, COUNCIL BILL 2015-254 VOL ANNEXATION NW CORNER 32ND AND JOHN DUFFY.PDF

   3. COUNCIL BILL NO. 2015-255
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at the northwest corner of 32nd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-255 REZ NW CORNER 32ND AND JOHN DUFFY.DOC, CB 2015-255 REZ NW CORNER 32ND STREET AND JOHN DUFFY DR.DOC, COUNCIL BILL 2015-255 REZONING NW CORNER 32ND AND JOHN DUFFY.PDF

   4. COUNCIL BILL NO. 2015-256
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8220 East 26th Street in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-256 VOL ANNEX 8220 EAST 26TH STREET.DOC, CB 2015-256 VOL ANNEX 8220 EAST 26TH STREET.DOC, COUNCIL BILL 2015-256 VOL ANNEXATION 8220 EAST 26TH STREET.PDF

   5. COUNCIL BILL NO. 2015-257

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately one quarter mile south of the intersection of 32nd Street and Central City Road in Newton County, Missouri.

Documents: SUMMARY SHEET CB 2015-257 VOL ANNEX SOUTH OF 32ND STREET AND CENTRAL CITY RD.DOC, CB 2015-257 VOL ANNEX SOUTH OF 32ND ST AND CENTRAL CITY RD.DOC, COUNCIL BILL 2015-257 VOL ANNEXATION SOUTH OF 32ND AND CENTRAL CITY RD.PDF

6. COUNCIL BILL NO. 2015-502
AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes.

Documents: 2015-502 SUMMARY OF COUNCIL BILL.PDF, 2015-502 COUNCIL BILL.PDF

7. COUNCIL BILL NO. 2015-503
AN ORDINANCE amending Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, by adding Section 102-9, Billing and Collection Procedures, to implement certain fee language changes.

Documents: 2015-503 SUMMARY COUNCIL BILL FINAL.PDF, 2015-503 COUNCIL BILL FINAL.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL 2015-111
AN ORDINANCE approving a contract with Rosetta Construction in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($320,500.00) for the Sanitary Sewer Improvements for the Neighborhood Improvements District 4 project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents: BID TAB FORM.PDF, NEIGHBORHOOD_IMPROVEMENT_DISTRICT_4 MAP.PDF, SUMMARY SHEET CB 2015-111 NID4 ROSETTA.PDF, CB 2015 111 NID4 ROSETTA.PDF

2. COUNCIL BILL 2015-112
AN ORDINANCE Approving Supplemental Agreement No. 1 to the original Consultant Agreement with Great River Associates, Inc., dated May 16, 2013, for the purpose of adding additional services and increase the not to exceed the amount by an additional Eighteen Thousand Six Hundred Nineteen and 58/100 dollars ($18,619.58) for a revised total not to exceed amount of Fifty Thousand Six Hundred Eighty Nine and 63/100 Dollars ($50,689.63) for preparation of documentation for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for submittal to the Federal Emergency Management Agency (FEMA), and containing an emergency clause;

Documents: SUMMARY SHEET 2015-112- GREAT RIVER ASSOCIATES - AMENDMENT 1- FOR STP3201(705).PDF, GS 2013-205 MSSU - GREAT RIVER AGREEMENT.PDF, SUPPLEMENTAL AGREEMENT 1.PDF, CB-2015-112- GREAT RIVER ASSOCIATES-SUPPLEMENTAL AGREEMENT NO. 1.PDF

3. COUNCIL BILL 2015-113
AN ORDINANCE authorizing the City of Joplin to enter into a change order with Sprouls Construction Company Inc.in the amount of One Hundred Ninety Five Thousand Four Hundred Fifty Four ($195,454.00) for the Sidewalk, Curb &

Thousand Four Hundred Fifty Four ($195,454.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project and containing an emergency clause.

Documents: COUNCIL BILL 2015-113 CO SPROULS.PDF, 14027A CHANGE ORDER 1.PDF, PROJECT_LOCATIONS.PDF, SUMMARY SHEET CB 2015-113.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. NEWS FROM THE PIO

    2. Closed Session
       Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES February 2, 2015

CALL TO ORDER

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

FLAG SALUTE – led by Mr. Shaw

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley; Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm 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
Disability Insurance for Non-Public Safety Employees – presented by Finance Director, Leslie Haase. A motion was made by Gary Shaw, Second by Bill Scearce to direct staff to bring forward a contract to add Long Term Disability for Non-Public Safety City employees, with a waiting period of 90 days; effective May 1, 2015. Motion passed 9-0.

CITIZEN REQUESTS AND PETITIONS
Request to address council from Jimmer Pinjuv, 2665 Annalise Lane, Joplin, regarding the city of Joplin's direction in the aftermath of the master developer leaving town and looking for a way to a brighter future. Mr. Pinjuv stated he would like to see the city council use its collective power to enhance Joplin's ability to attract new industry and therewith, new and higher paying jobs. He believes one of the primary functions of the city and local government is to provide infrastructure to service the needs of existing residents as well as for future residents. He stated he would begin the annexation of 700 acres of his property (Wildwood Ranch) to the city of Joplin in exchange for the infrastructure that would allow him to court big businesses, primarily industrial and manufacturing types of businesses that would benefit from the rail (that runs across his property) which the Joplin Crossroads Park doesn't have. He stated those infrastructure dollars would completely sewer his property and upgrade the rail to today's standards to benefit potential new businesses. He asked if Staff could be redirected to find a way to utilize the redevelopment dollars to be a long term benefit to the community and its sustainable job growth. City Manager Sam Anselm replied that there had been a meeting with Deloitte and several staff members to begin the process of reviewing the CDBG dollars to see

what projects had been identified and are eligible for CDBG funds; and which projects are not eligible. He received information today from Deloitte, which included a timeline that he will forward to council with an explanation as to how the planning process works and a list of all the projects they know of to date. Sam hopes to bring the issue back to council in 6-8 weeks to get a decision from City Council as to how to best move forward, using those funds. A motion was made by Mr. Glaze, second by Mr. Scearce to instruct staff to look into the feasibility of providing sewer services to Mr. Pinjuv's property. Motion passed 9-0.

Mr. Dan McCreary, 3131 Sunset Drive, Joplin, addressed council to urge City Council to wait for the results of the city audit before proceeding with the 20th Street project. He offered five recommendations: 1) wait for the results of the audit before any further city led developments; 2) give the citizens of Joplin an opportunity to vote on the library project; 3) sell the properties purchased by the JRC and pay it back to the TIF; 4) if anyone is found in the audit to have violated the law or even the trust of the citizens of Joplin, deal with it swiftly; 5) the next time a developer asks for money, remember, there may be unintended consequences. It is okay, or even encouraged by some, to just say no.

PUBLIC HEARINGS
Public Hearing Procedures read by Assistant City Clerk Barbara Gollhofer

PUBLIC HEARING for COUNCIL BILL NO. 2015-254

ACTION

Mayor Michael Seibert opened the Public Hearing

Jimmer Pinjuv, 2665 AnneLise Lane, Joplin, appeared in favor of this item.

No one appeared in opposition of this item.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2015-254 Motion by Mr. Woolston, Second by Ms. Colbert-Kean, to Place Council Bill No. 2015-254 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2015-254

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of 32nd Street and John Duffy Drive in Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2015-255

Mayor Michael Seibert opened the Public Hearing

Jimmer Pinjuv, 2665 AnneLise Lane, Joplin, appeared in favor of this item.

No one appeared in opposition of this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2015-255. Motion by Mr. Stanley, Second by Mr. Scearce, to Place Council Bill No. 2015-255 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2015-255

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at the northwest corner of 32nd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2015-256

Mayor Michael Seibert opened the Public Hearing

Kurt Higgins, 7231 E. 24th St., Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2015-256. Motion by Mr. Glaze, Second by Mrs. Lewis to Place Council Bill No. 2015-256 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2015-256

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8220 East 26th Street in Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2015-257

Mayor Michael Seibert opened the Public Hearing

Dan Mitchell, 1621 Anderson Dr, Webb City, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2015-257. Motion by Mr. Stanley, Second by Mr. Shaw Place Council Bill No. 2015-257 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2015-257

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately one quarter mile south of the intersection of 32nd Street and Central City Road in Newton County, Missouri.

CONSENT AGENDA - Mr. Woolston stated he would abstain from the vote on Council Bill No. 2015-500 on the Consent Agenda, but would vote in favor of approving the minutes of the January 20 and January 26, 2015 council meetings.
Motion by Mr. Glaze, Second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and 8. Abstention: Woolston, 1.

Minutes of the January 20, 2015 Council Meeting

Minutes of the January 26, Special Council Meeting

COUNCIL BILL NO. 2015-500 - AN ORDINANCE approving an extension of time for completion of a redevelopment agreement for the Hope Valley Tax Increment Financing Redevelopment Plan. Ordinance No. 2015-017

ORDINANCES-EMERGENCIES
Mr. Shaw introduced Council Bill No. 2015-001. Motion by Mr. Shaw, Second by Mrs. Colbert-Kean that Council Bill No. 2015-001 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-018

AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by Darci Peterson, against the City of Joplin, said payment being in settlement of all claims arising out of a sewer back-up alleged to have occurred on or about January 10, 2014; authorizing the Director of Finance to pay out the total sum of Seven Thousand Dollars ($7,000.00) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2015-105**.** Motion by Mr. Glaze, Second by Mr. Stanley, that Council Bill No. 2015-105 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-019

AN ORDINANCE approving a contract with Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2015-106. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-106 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-020

AN ORDINANCE approving a contract with Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm Water Improvements at 29th Street & Arizona Avenue project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Motion by Mr. Woolston, Second by Mr. Shaw to Strike Council Bill No. 2015-107 from the agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Council Bill No. 2015-107 was Stricken from the agenda

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 N. Wall. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollar ($3,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2015-108**.** Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-108 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-021

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1124 E. Furnace. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Motion by Mr. Woolston, Second by Mr. Shaw to Strike Council Bill No. 2015-109 from the agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Council Bill No. 2015-109 was Stricken from the agenda.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 602 Empire. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred and 00/100 Dollar ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2015-110. Motion by Mr. Woolston, Second by Mr. Shaw that Council Bill No. 2015-110 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-022

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding with Empire District Electric Company to relocate and maintain their utility lines and comply with the approved plans for the Zora Project. Authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2015-350. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-350 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-023

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TriState Engineering for Civil Site Engineering Services to advance planning and coordination of the Economic Development Administration funded library and associated infrastructure at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2015-351. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-351 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-024

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with SAPP Design Associates for Architectural Design Services to advance planning and coordination of the Economic Development Administration funded new library at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2015-401. Motion by Mr. Scearce, Second by Ms. Colbert-Kean that Council Bill No. 2015-401 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-025

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Crosslines Churches of the Joplin Area, Inc. in the amount of Four Hundred Seventy-four Thousand, Five Hundred Sixty Dollars ($474,560.00) to provide funding for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block

Grant- Disaster Recovery fund, authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement for the City, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2015-501. Motion by Mr. Scearce, Second by Mr. Shaw that Council Bill No. 2015-501 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-026

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2015-502. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2015-502 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2015-502

AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes.

Mr. Scearce introduced Council Bill No. 2015-503. Motion by Mr. Scearce, Second by Mr. Shaw, that Council Bill No. 2015-503 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2015-503

AN ORDINANCE amending Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, by adding Section 102-9, Billing and Collection Procedures, to implement certain fee language changes.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

The Public Information Officer, Lynn Onstot, made the following announcements:

The Library is seeking citizen input for their new facility. A community meeting will be held at 7:30 p.m. tomorrow, Tuesday, Feb. 3 at the Library to learn what services and offerings citizens would like to see in the new library facility. If they cannot make this meeting, there will be another meeting from 12:30 to 2:30 p.m. on Wednesday afternoon. Other meeting times and

more information will be posted on the City's website.

Planning for the new skate park design continues, and two more public meetings have been scheduled for citizens to offer their ideas of what they'd like in the skate park being built at Ewert Park. The next meeting is Thursday, February 5. It will be held at 5 pm at the American Ramp Company located at 601 South McKinley in Joplin. The second meeting will be at 5 p.m. on Thursday, February 12, at American Ramp. In having these meetings at their facility, American Ramp has the ability to show large scale designs of their previous work, and new ideas for future parks so people can see the various design options for layouts of the new skate park

The 3rd Saturday Limb Drop Off is cancelled for this month, however the program will resume in March. This service will be available every third Saturday through much of 2015 to provide a location for residents to drop off their limbs. So mark your calendars for Saturday, March 21st for Limb Drop Off program to return on its monthly rotation.

Dr. Rosenberg made a motion to charge the Finance Oversight Committee with reviewing the cemetery fees to determine if these fees need to be adjusted. City Manager Sam Anselm stated the Parks Department is in the process of examining these fees. Dr. Rosenberg replied that he would like the Finance Committee to review the report from the Parks Department and give the council a report of their findings. The motion was seconded by Mr. Glaze. Mr. Stanley stated he would like the Finance Committee to complete their review of the Schifferdecker Golf Course before beginning the cemeteries review. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Stanley and Woolston. 8. Nays: Shaw, 1.

Mr. Stanley stated he attended the "Shine" event at the new Mercy Hospital on Saturday, January 31, and had the opportunity to tour the state-of-the-art facility. He congratulated Council Woman Lewis for successfully organizing the reception at the hospital as well as coordinating a wonderful celebration event afterward.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Glaze, Second by Mr. Stanley to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

There being no further business the meeting adjourned at 8:30 p.m.

Respectfully submitted,

Barbara J. Gollhofer, Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-254
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 001-15: Northwest corner of 32nd Street and John Duffy Drive – A request for the voluntary annexation into the corporate limits of the City of Joplin – Wildwood Ranch LLC.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 001-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. James Pinjuv appeared representing Wildwood Ranch to request the voluntary annexation of property at the northwest corner of 32nd Street and John Duffy Drive.

Mr. Ramsour asked about the nearest contiguous part of Joplin, and Mr. Pinjuv replied that the properties to the east and to the south are in the City of Joplin. Mr. Eastman asked if those properties were annexed previously, and Mr. Bolander replied yes.

PUBLIC COMMENT:
None.

P & Z Case 001-15
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-254 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of 32nd Street and John Duffy Drive in Jasper County, Missouri.

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

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

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

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

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

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

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

> All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County Missouri, More particularly described as follows: Commencing at the Southeast corner of said Section 13; thence North 88 degrees 40 minutes and 30 seconds West along the South line of said Section 13, 1169.38 feet; thence North 00 degrees, 0 minutes and 0 seconds East, 313.95 feet to a point on the West right-of-way line of John Duffy Drive and the point of beginning; thence South 57 degrees 54 minutes and 25 seconds west along said right-of-way, 42.77 feet to the north right-of-way line of 32nd street; thence North 77 degrees 33 minutes and 48 seconds West along said North right-of -way line, 15.47 feet to a curve to the left with a radius of 952.37 feet; thence along said curve and said North right-of-way line, a distance of 169.78 feet; thence North 87 degrees 18 minutes 50 seconds West continuing along said North right-of-way, 326,47 feet;

thence North 1 degree 49 minutes 48 seconds East, 1305.04 feet to a point on the South right-of-way line of West Wildwood Ranch Parkway to a non-tangent curve to the left having a radius of 2030 feet and a chord bearing and distance of North 76 degrees 32 minutes 38 seconds East, 33. 78 feet; thence along said curve and said South right-of-way line, a distance of 33.78 feet; thence North 76 degrees 4 minutes 1 second East along said South right-of-way line, 447.37 feet, to a curve to the right having a radius of 1970.00 feet; thence along said curve and said South right-of-way line 149.35 feet to a point on the West right-of-way line of John Duffy Drive; thence South 48 degrees 39 minutes 41 seconds East along said West right-of-way line, 38.17 feet; thence South 1 degree 49 minutes 48 seconds West along said West right-of-way line 898.92 feet, to a curve to the right having a radius of 970.00 feet; thence along said curve and said West right-of-way line 195.48 feet; thence South 13 degrees 22 minutes 37 seconds West along said West right-of-way line 360.59 feet to the point of beginning, generally described as located on the Northwest corner of 32nd Street and John Duffy Drive containing 20.0 acres more or less and subject to any existing easements or restrictions of record.

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 001-15:

A request to voluntarily annex approximately 20 acres at 32nd street and John Duffy Drive.

LOCATION: Located at the Northwest corner of 32nd street and John Duffy Drive extending to Wildwood Ranch Parkway.

APPLICANT: Wildwood Ranch Development

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	20 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd St and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 001-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI.

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

TO WHOM IT MAY CONCERN:

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

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 14th day of December, 2014, before me appeared James Pinjuv, to me known to be the Managing Member of Wildwood Ranch, LLC, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Wildwood Ranch, LLC acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: January 19, 2018.

Teresa L. Gilliam

Notary Public

TERESA L. GILLIAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: January 19, 2018
Commission Number: 13798256



0 600 1,200 2,400 Feet

Case 001-15 A voluntary annexation request to annex into the City of Joplin property generally described as located between 32nd Street and John Duffy Drive - Wildwood Ranch Development.

N

Case 001-15: Northwest corner of 32nd Street and John Duffy Drive – A request for the voluntary annexation into the corporate limits of the City of Joplin – Wildwood Ranch LLC.

Mr. Eastman opened the public hearing for Case 001-15.

Mr. James Pinjuv appeared representing Wildwood Ranch, 1032 Antelope Road, Joplin to request the voluntary annexation of property at the northwest corner of 32nd Street and John Duffy Drive.

Mr. Ramsour asked about the nearest contiguous part of Joplin, and Mr. Pinjuv replied that the properties to the east and to the south are in the City of Joplin. Mr. Eastman asked if those properties were annexed previously, and Mr. Bolander replied yes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 001-15.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 001-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-255
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 002-15: Northwest corner of 32nd Street and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future development – Wildwood Ranch LLC.

STAFF SUMMARY:
The proposed rezoning is for future development on this property. Newly annexed land enters into the City of Joplin as R-1, which is the most restrictive zoning classification. In order to promote development, this area should be rezoned for commercial uses. Rezoning of this area to a C-3 classification will not impede future development or negatively affect Mercy Health Systems, the building adjacent to this property.

Staff recommends approval of Case 002-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. James Pinjuv, Wildwood Ranch, requested the rezoning of property for which voluntary annexation is being requested in Case 001-15.

Mr. Eastman asked if the property for which annexation is requested in Case 001-15 is basically being rezoned to District C-3. Mr. Bolander replied that newly annexed property comes into the City of Joplin as an R-1 district since it is the most protected zoning classification. Mr. Pinjuv has submitted a land use plan, with the C-3 zoning fitting that plan with the commercial request.

Mr. Eastman asked if there is any reason to create a planned district, and Mr. Bolander replied not at this time.

PUBLIC COMMENT: None.

P & Z Case 002-15
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-255 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-3 property as described below and located at the northwest corner of 32nd Street and John Duffy Drive in the 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 removing the following described property from District R-1 and including same in District C -3:

All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County Missouri, More particularly described as follows: Commencing at the Southeast corner of said Section 13; thence North 88 degrees 40 minutes and 30 seconds West along the South line of said Section 13, 1169.38 feet; thence North 00 degrees, 0 minutes and 0 seconds East, 313.95 feet to a point on the West right-of-way line of John Duffy Drive and the point of beginning; thence South 57 degrees 54 minutes and 25 seconds west along said right-of-way, 42.77 feet to the north right-of-way line of 32nd street; thence North 77 degrees 33 minutes and 48 seconds West along said North right-of -way line, 15.47 feet to a curve to the left with a radius of 952.37 feet; thence along said curve and said North right-of-way line, a distance of 169.78 feet; thence North 87 degrees 18 minutes 50 seconds West continuing along said North right-of-way, 326,47 feet; thence North 1 degree 49 minutes 48 seconds East, 1305.04 feet to a point on the South right-of-way line of West Wildwood Ranch Parkway to a non-tangent curve to the left having a radius of 2030 feet and a chord bearing and distance of North 76 degrees 32 minutes 38 seconds East, 33. 78 feet; thence along said curve and said South right-of-way line, a distance of 33.78 feet; thence North 76 degrees 4 minutes 1 second East along said South right-of-way line, 447.37 feet, to a curve to the right having a radius of 1970.00 feet; thence along said curve and said South right-of-way line 149.35 feet to a point on the West right-of-way line of John Duffy Drive; thence South 48 degrees 39 minutes 41 seconds East along said West right-of-way line, 38.17 feet; thence South 1 degree 49 minutes 48 seconds West along said West right-of-way line 898.92 feet, to a curve to the right having a radius of 970.00 feet; thence along said curve and said West right-of-way line 195.48 feet; thence South 13 degrees 22 minutes 37 seconds West along said West right-of-way line 360.59 feet to the point of beginning, generally described as located on the Northwest corner of 32nd Street and John Duffy Drive for future commercial development, containing 20.0 acres more or less and subject to any existing easements or restrictions of record.

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 for thereon.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Rezoning

CASE 002-15:

A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial District) for property located at 32nd Street and John Duffy Drive for future commercial development.

LOCATION: Located at the Northwest corner of 32nd street and John Duffy Drive extending to Wildwood Ranch Parkway.

APPLICANT: Wildwood Ranch Development

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	20 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	N/A	R-1	R-1 & CO	N/A
Land Use	Vacant	Mercy Health System	Vacant	Vacant

FUTURE LAND USE:

This is in compliance per the land use map provided to City Council by the developer when this development was first proposed.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
32nd Street	Major Arterial	60'
John Duffy Drive	Secondary	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This current zoning after annexation does not permit commercial development. Property owner is seeking rezoning in order to permit commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed uses under this zoning classification and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for future development on this property. Newly annexed land enters into the City of Joplin as R-1, which is the most restrictive zoning classification. In order to promote development, this area should be rezoned for commercial uses. Rezoning of this area to a C-3 classification will not impede future development or negatively affect Mercy Health Systems, the building adjacent to this property.

Staff recommends approval of Case 002-14.

ENCLOSURES:

Map

REZONING APPLICATION FORM

RECEIVED 12-5-14.

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.: CO 2-15
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date: 1-12-15
City Council Date: 2-2-15

APPLICANT: Wildwood Ranch Development PHONE: 417-627-9675
ADDRESS: 1032 Antelope Rd. Joplin Mo ZIP: 64801
EMAIL:
OWNER: Wildwood Ranch Development PHONE: 417-627-9675
ADDRESS: 1032 Antelope Rd. Joplin Mo ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: Wildwood Ranch
LEGAL DESCRIPTION: See Attached Exhibit A & B

Present Zoning N/A Requested Zoning: C3 Acreage: 20.0 Ac.
Present Use of Property: undeveloped
Proposed Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	undeveloped	N/A
South	Skilled nursing facility	R1
East	Medical Clinic & care facility	R1
West	undeveloped	N/A

CHARACTER OF THE NEIGHBORHOOD: mostly undeveloped with medical clinic and care facilities to east and south

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? Yes
   If yes, explain: rezoning needed for future development

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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: John Duffy Drive, 32ND Street
2. Classification of Street(s):
   Arterial 32ND St. Collector John Duffy Drive Local _____
3. Right-of-Way Width: 32ND Street 90' ROW; John Duffy Dr. 60' ROW
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

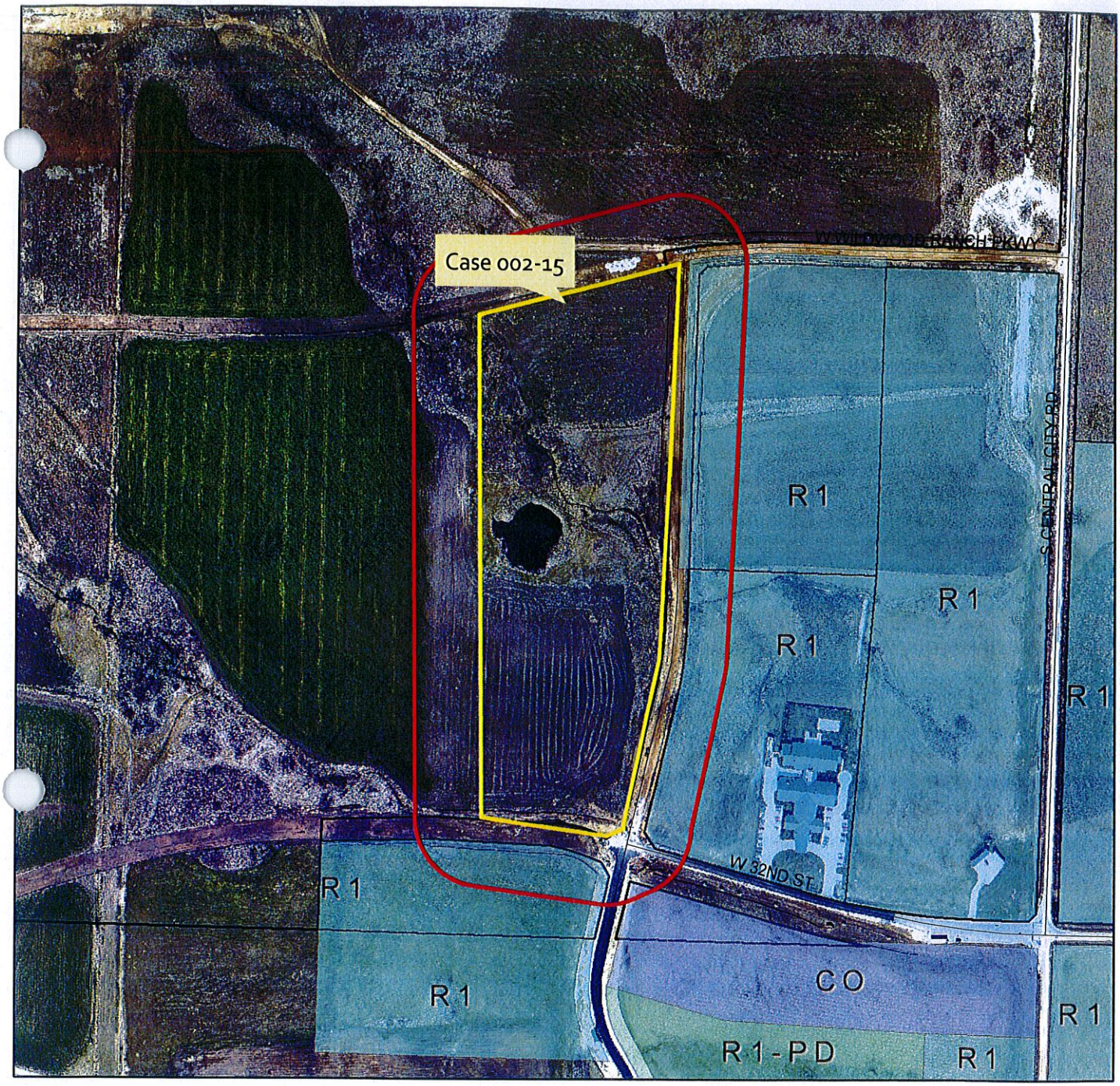
1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 12/4/14

BY: Wildwood Ranch L.L.C.

TITLE: Managing Member



0 600 1,200 2,400 Feet

Case 002-15 A request of the rezoning from R-1 to C-3 the property generally described as located between 32nd Street and John Duffy Drive - Wildwood Ranch Development.

N

Case 002-15: Northwest corner of 32nd Street and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future development – Wildwood Ranch LLC.

Mr. Eastman opened the public hearing for Case 002-15.

Mr. James Pinjuv, Wildwood Ranch, 1032 Antelope Road, Joplin, appeared to request the rezoning of property for which voluntary annexation is being requested in Case 001-15.

Mr. Eastman asked if the property for which annexation is requested in Case 001-15 is basically being rezoned to District C-3. Mr. Bolander replied that newly annexed property comes into the City of Joplin as an R-1 district since it is the most protected zoning classification. Mr. Pinjuv has submitted a land use plan, with the C-3 zoning fitting that plan with the commercial request.

Mr. Eastman asked if there is any reason to create a planned district, and Mr. Bolander replied not at this time.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 002-15.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 002-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 003-15: 8220 East 26th Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Coca Cola Refreshments USA Incorporated.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 9.5 acres of land located between East Alliance Parkway and County Road 190. This property is currently occupied by the Coca Cola distribution center.

Staff recommends approval of Case 003-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kurt Higgins, Allgeier-Martin and Associates, represented Rob O'Brian from the Joplin Area Chamber of Commerce to annex the Coca Cola site into the City of Joplin.

Mr. Smith asked about adjoining property already located within the City of Joplin.
Mr. Bolander replied that 26th Street is in the city limits, with annexation of property to the south and to the north being addressed at a previous meeting. Those annexations are in the process of being finalized. By the time Case 003-15 is approved, those other properties will be in the City of Joplin, so it will be contiguous with the city limits.

Mr. Higgins stated that everything on the west side of County Road 190 is in the City of Joplin. The property on the east side was left in Jasper County to leverage tax funds to get development to happen, but once properties are developed, they get annexed into the City of Joplin.

PUBLIC COMMENT: None.

P & Z Case 003-15
Coca Cola Refreshments USA Incorporated
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8220 East 26th Street in Jasper County, Missouri.

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

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

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

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

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

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

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

A tract of land in the NW-1/4 of the SW-1/4 of Section 14, Township 27 North, Range 32 West in Jasper County, Missouri, being more fully described as follows: Commencing at an iron pin found at the Southwest corner of said Section 14; thence N 00°54'45"E, 1971.24 feet to the Northwest corner of the S-1/2 of the NW-1/4 of the SW-1/4 of Section 14; thence S 89°34'41"E along the North line of said S-1/2 of the NW-1/4 of the SW-1/4, a distance of 565.00 feet to a point that is S 00°54'45"W, 296.63 feet of the Southeast corner of a tract described in Book 1818 at Page 1030, the Point Of Beginning; thence N 00°54'45"E, 621.63 feet to the Northeast corner of said tract described in Book 1818 at Page 1030; thence S 89°05'15"E along the South right-of-way line of East 26th Street (East Alliance Parkway), 221.06 feet; thence S 85°07'34"E along the South right-of-way line of East 26th Street (East Alliance Parkway), 464.08 feet; thence S

00°54’45”W, 583.71 feet to a point on the North line of said S-1/2 of the NW-1/4 of the SW-1/4; thence N 89°34’41”W along said North line, 684.05 feet to the Point Of Beginning generally described as located at 8220 E. 26th Street, containing 9.55 acres, more or less. Basis of bearings: West line of SW-1/4 of Section 14 at a bearing of N 00°54’45”E.

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-15:

A request to voluntarily annex approximately 9.5 located at 8220 E. 26th Street.

LOCATION: 8220 E. 26th Street.

APPLICANT: Coca Cola Refreshments, Inc.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Industrial	9.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 9.5 acres of land located between East Alliance Parkway and County Road 190. This property is currently occupied by the Coca Cola distribution center.

Staff recommends approval of Case 003-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Matthew J. Fanoe
Vice President
Real Estate

STATE OF ~~MISSOURI~~ Georgia)
) ss:
COUNTY OF ~~JASPER~~ Cobb)

On this 11th day of December 2014, before me appeared Matthew J. Fanoe, to me known to be the Vice President of Real Estate of Coca-Cola Refreshments USA, Inc., and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Matthew J. Fanoe acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 10/14/16.

Amy Kuhll
Notary Public

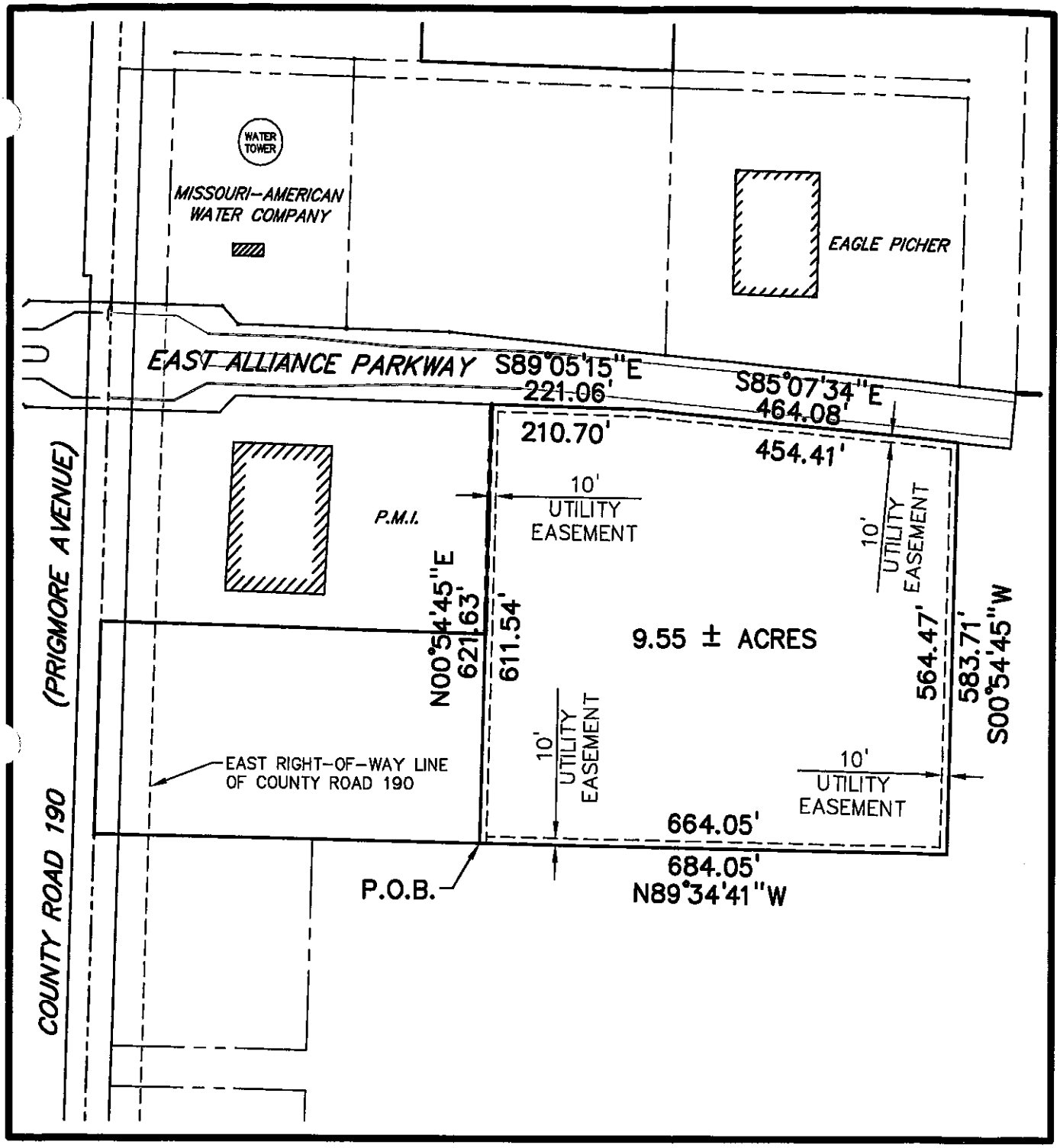
AMY K. WALL NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES OCT. 14, 2016



0 305 610 1,220 Feet

Case 003-15 A voluntary annexation request to annex into the City of Joplin property generally described as located south from Eagle Picher LLC between County Road 190 and East Alliance Parkway.

N



PREPARED BY: BF	COUNTY: JASPER STATE: MISSOURI
DATE: 2-7-2012 SCALE: 1" = 200'	JOB NAME: EXHIBIT FOR COCA-COLA BOTTLING COMPANY

ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

7231 East 24th Street, Joplin, Missouri 64804

P.O. Box 2627, Joplin, Missouri 64803-2627

Phone: 417-680-7200 Fax: 417-680-7300

©

SEC. 14 TWP. 27 N RNG. 32 W

Case 003-15: 8220 East 26th Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Coca Cola Refreshments USA Incorporated.

Mr. Eastman opened the public hearing for Case 003-15.

Mr. Kurt Higgins, Allgeier-Martin and Associates, 7231 East 24th Street, Joplin, appeared representing Rob O'Brian from the Joplin Area Chamber of Commerce to annex the Coca Cola site into the City of Joplin.

Mr. Smith asked about adjoining property already located within the City of Joplin. Mr. Bolander replied that 26th Street is in the city limits, with annexation of property to the south and to the north being addressed at a previous meeting. Those annexations are in the process of being finalized. By the time Case 003-15 is approved, those other properties will be in the City of Joplin, so it will be contiguous with the city limits.

Mr. Higgins stated that everything on the west side of County Road 190 is in the City of Joplin. The property on the east side was left in Jasper County to leverage tax funds to get development to happen, but once properties are developed, they get annexed into the City of Joplin.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 003-15.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 003-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 004-15: Approximately a quarter mile south of the intersection of 32nd Street and Central City Road – A request for the voluntary annexation into the corporate limits of the City of Joplin – Schuber-Mitchell Homes.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 5.5 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 004-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dan Mitchell, Schuber-Mitchell Homes, spoke in favor of this annexation.

Mr. Smith asked Mr. Mitchell if he owns the property to the north and to the west of the property in this request, and he replied that he owns that property.

PUBLIC COMMENT:
None.

P & Z Case 004-15
Schuber-Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately one quarter mile south of the intersection of 32nd Street and Central City Road in Newton County, Missouri.

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

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

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

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

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

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

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

> All that part of the northeast quarter of section 24, township 27 north, range 34 west, Joplin, Newton County, Missouri, described as follows: commencing at the northeast corner of said northeast quarter of section 24; thence along the east line of said northeast quarter, south 01°52'01" west, 1124.17 feet to the point of beginning; thence continuing along said east line, south 01°52'01" west, 194.56 feet; thence leaving said east line, north 85°42'22" west, 1092.65 feet; thence north 10°50'48" east, 209.73 feet; thence north 00°28'33" east, 150.00 feet; thence north 72°32'08" east, 50.00 feet; thence south 55°07'14" east, 230.00 feet; thence south 23°37'48" west, 50.00 feet; thence south 66°22'12" east, 65.00 feet; thence south 88°05'10" east, 450.76 feet; thence south 01°52'01" west, 30.24 feet; thence south 88°19'17" east, 329.95 feet to the point of

beginning generally described as located ¼ South of the intersection of 32nd St. & Central City Road, containing 5.5 acres more or less. Bearings based on grid north of the Missouri coordinate system of 1983, west zone.

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

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 004-15:

A request to voluntarily annex approximately 5.5 acres ¼ South of the intersection of 32nd St. & Central City Road.

LOCATION: Located ¼ South of the intersection of 32nd St. & Central City Road.

APPLICANT: Schuber-Mitchell Homes.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	5.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 5.5 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 004-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 9th day of December 2014, before me appeared Daman Schuber and Dan Mitchell, to me known to be the Members of Schuber Mitchell Homes, LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Daman Schuber and Dan Mitchell acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

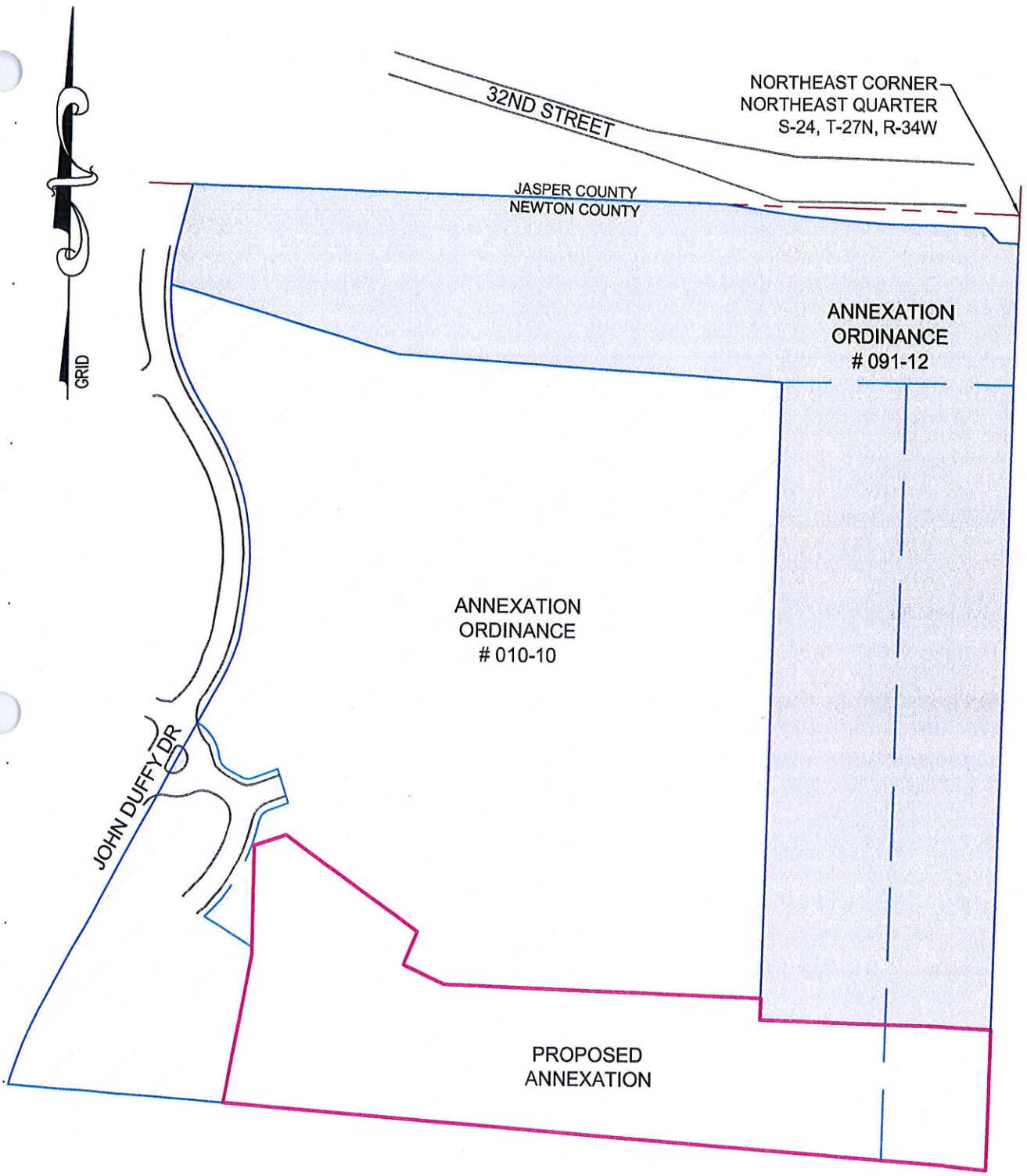
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 12/19/2016.

Penny Kruse

Penny Kruse Notary Public

PENNY KRUSE
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Dec. 19, 2016
Commission #12535627



DRAWING NUMBER: JOP-100-3714

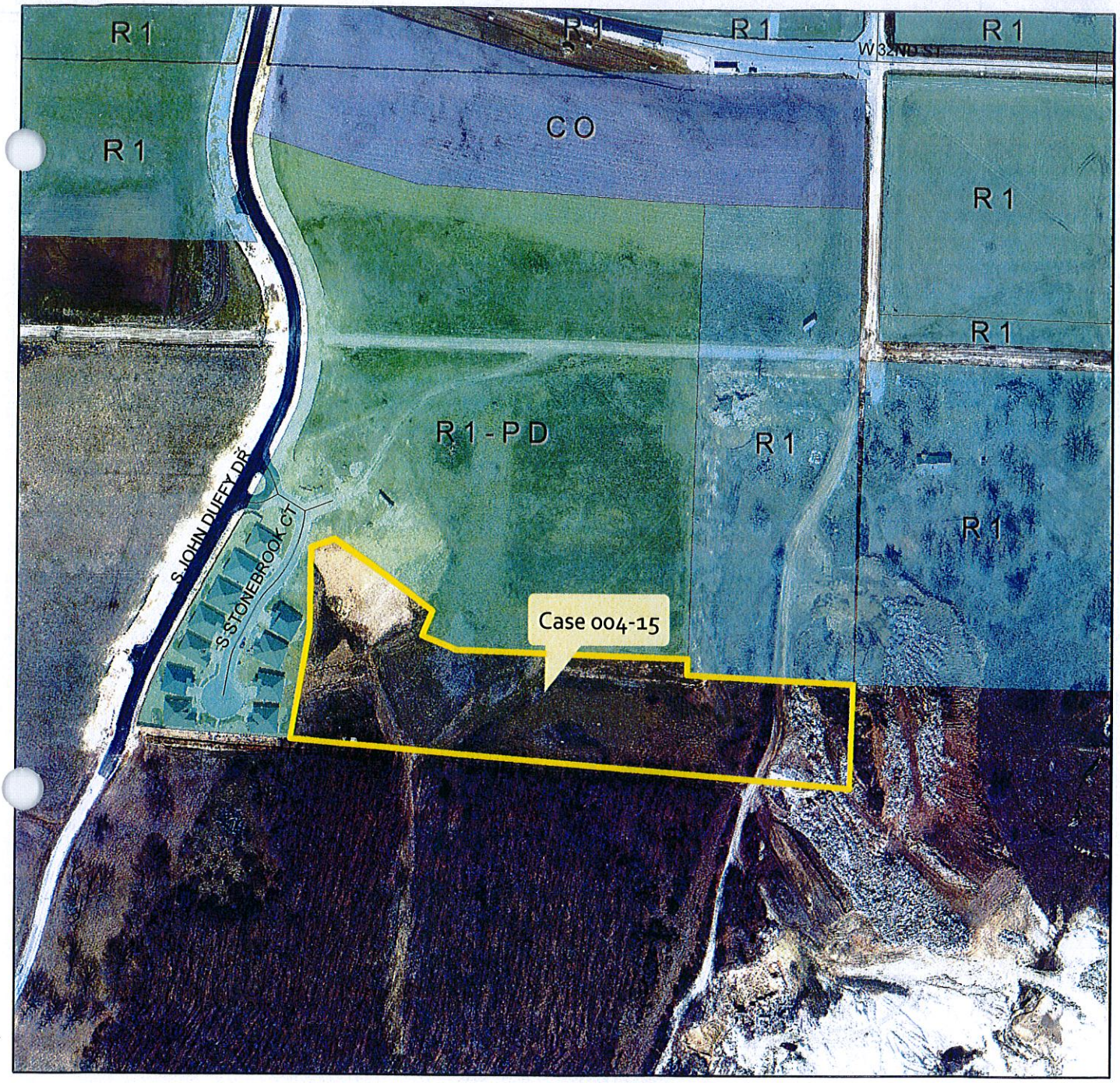
ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MISSOURI 64801 • PHONE (417) 782-7399

SCHUBER MITCHELL HOMES

PROPOSED ANNEXATION SKETCH
THE WOODLANDS

34TH STREET
JOPLIN, NEWTON COUNTY, MISSOURI

DRAWN BY: RBL
DATE: 12-08-14
JOB NUMBER: 70078-14



0 425 850 1,700 Feet

Case 004-15 A voluntary annexation request to annex into the City of Joplin property generally described as located in the Southeast corner of 32nd Street and JohnDuffy Drive - Schuber-Mitchell Homes.

N

Case 004-15: Approximately a quarter mile south of the intersection of 32nd street and Central City Road – A request for the voluntary annexation into the corporate limits of the City of Joplin – Schuber-Mitchell Homes.

Mr. Eastman opened the public hearing for Case 004-15.

Mr. Dan Mitchell, Schuber-Mitchell Homes, 1621 Anderson Drive, Webb City, Missouri, spoke in favor of this annexation.

Mr. Smith asked Mr. Mitchell if he owns the property to the north and to the west of the property in this request, and he replied that he owns that property.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 004-15.

MR. RAMSOUR MOVED, SECONDED BY MR. DERMOTT, THAT CASE 004-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 2, 2015

Item: Council Bill 2015-502

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:

This Council Bill changes language related to sewer billing.

DISCUSSION:

The State of Missouri enacted RsMO. 250.140.1 that generally addresses the collection of delinquent sewer fees for rental property. The statute includes provisions that when a tenant is delinquent for the payment of sewer fees, the City can collect up to 90 days of past due sewer fees from the owner or the tenant. The City also must make a good faith effort to notify both the owner of the property and the tenant of any delinquent sewer fees.

Finance staff has recently been working with various landlord associations on the collection of past due sewer charges for rental property and ensuring compliance with the State Statute. Through this process, staff has implemented a Landlord/Property Owner Program form for owners of rental property to utilize. The City is dependent on owners of rental property to notify us that they are the owner of such property. This form allows staff the ability to send owners duplicate notifications of any delinquent sewer fees.

As a result of this effort, this council bill adds similar language as the state statute to the Joplin sewer billing and collecting procedures code. This language will further assist staff in outlining procedures to follow when collecting on delinquent sewer charges for rental property.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-502 ORDINANCE NO.

AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes.

WHEREAS, the City assumed the sewer billing and collection services from a third-party, and,

WHEREAS, the City charges a fee for sewer services and bills such fees on a periodic basis to its citizens and residents and the adjacent area; and,

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and,

WHEREAS, the State of Missouri enacted RsMO. 250.140.1 that generally addresses the collection of delinquent sewer fees on rental property; and,

WHEREAS, the City desires to enact the same provision within the sewer billing and collecting code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be amended in Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilites, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 118-206. Billing and collection procedures.

...

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

..."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 2, 2015

Item: Council Bill 2015-503

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:

This Council Bill changes language related to trash bill collecting.

DISCUSSION:

The trash bill the city collects on behalf of the trash provider is linked by contract with the sewer bill and water service. All properties that have active water service are required to have trash service and are billed accordingly. A revision of Chapter 102 is needed to authorize the City to collect delinquent trash bills for up to 90 days from owners or tenants of the property.

Basically, this language sets out the due date of the trash bill, the penalty that can be assessed on delinquent trash bills, that both the owner and tenant are responsible for delinquent trash bills and that the City will make a good faith effort to notify both the owner and tenant of any past due amounts on rental property. The language being proposed mirrors the ordinance for billing and collection procedures for sewer bills, which will assist staff in outlining procedures to follow when collecting for trash services.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-503 ORDINANCE NO.

AN ORDINANCE amending Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, by adding Section 102-9, Billing and Collection Procedures, to implement certain fee language changes.

WHEREAS, the City assumed the trash billing and collection services from a third-party and on behalf of the current trash provider, and,

WHEREAS, the current trash provider charges a fee for trash services and the City bills such fees on a periodic basis to its citizens and residents; and,

WHEREAS, the City is obligated to collect delinquent trash bills from its citizens and residents so served.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Article I, In General, of Chapter 102, Solid Waste, be amended by adding Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 102-9. Billing and collection procedures.

...

(a) All trash service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Trash service charges shall be paid within 15 days of the date of their billing.

(b) Every trash service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent of the total outstanding balance.

(c) Trash services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving trash service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such

service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for trash service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) When the occupant of rental property is delinquent in payment of trash fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

..."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: Neighborhood Improvement District 4
DATE OF BID OPENING: February 3 , 2015

CONTRACTOR	BID
Rosetta Construction	$320,500.00

Neighborhood Improvement District #4

N

1" = 200'

N DIVISION AVE
N RAILROAD AVE
E HILL ST
N SCHOOL AVE
N MICHIGAN AVE
N HIGH AVE
N MCKEE AVE
N ST LOUIS AVE
N PARK AVE
BROADWAY ST
S DIVISION AVE
S RAILROAD AVE
CENTRAL ST
HIGH AVE
MICHIGAN AVE
COMINGO AVE
MCKEE AVE
S PARK AVE
E 2ND ST
SCHOOL AVE
ST LOUIS AVE
JASPER ST
RAILROAD AVE
E 3RD ST
ST CHARLES AVE
E 4TH ST

Document Path: V:\John\Maps_2\Neighborhood_Improvement_District_4.mxd

Date: 10/17/2014

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 17, 2015
Council Bill No. 2015-111

Item: Construction Contract for Sanitary Sewer Improvements in the Neighborhood Improvements District 4.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2015-111

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

Recommended Action: Approval of Construction Contract with Rosetta Construction LLC in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($320,500.00) for the Sanitary Sewer Improvements in the Neighborhood Improvement District 4.

Background: The City receives approximately $350,000 per year to make improvements to sidewalks, street, curb & gutter, storm water and sanitary sewer systems in designated neighborhoods. Funds have been allocated through Community Development Block Grant Funding for low and moderate income neighborhoods. Neighborhood Improvement District 4 boundaries are School Avenue on the west and St. Louis Avenue on the east, Langston Hughes Broadway on the North and 4th Street on the south. Funding was approved for Neighborhood Infrastructure projects in the 2014 Action Plans. The city currently has $356,000 appropriated from the 2014 allocation and anticipates another allocation of approximately $350,000 in midsummer of 2015. The city also has city funds set aside for sanitary sewer improvements.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on February 3, 2015 with 1 firm bidding and Rosetta Construction provided the lowest bid. The low bid is within current industry pricing. There is $285,530.28 remaining from the CDBG 2014 allocation and the remaining will be paid by the city sanitary sewer improvement fund.

Recommendation: Staff recommends approval of a construction contract with Rosetta Construction in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($320,500.00) for the Sanitary Sewer Improvements in the Neighborhood Improvement District 4.

COUNCIL BILL NO. 2015-111 ORDINANCE NO.

AN ORDINANCE approving a contract with Rosetta Construction in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($320,500.00) for the Sanitary Sewer Improvements for the Neighborhood Improvements District 4 project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded Rosetta Construction in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($320,500.00) for the Sanitary Sewer Improvements for the Neighborhood Improvements District 4 project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development, Account Number150-1502-570-7440 Project number GFCD10 and the Sanitary Sewer Fund 415-4242-540-8675.

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

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 17, 2015
Council Bill No. 2015-112

Item: **Supplemental Agreement to Consultant Agreement with Great River Associates, Inc. for additional work related to the Pedestrian Bridge and Trail from MSSU to Northpark Mall**

Originating Department: Public Works – Engineering

Attachments: 1) Supplemental Agreement No. 1
2) Council Bill No. 2015-112
3) Original Agreement with Great River Associates

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

Recommended Action: Approval of a Supplemental Agreement to the original Consultant Agreement with Great River Associates, Inc., dated May 16, 2013, to add additional services and increase the not to exceed the amount by an additional $18,619.58 for a revised total not to exceed amount of $50,689.63 for preparation of documentation for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for submittal to the Federal Emergency Management Agency (FEMA).

Background: Funding for this project have been made available by the Federal Highway Administration through its Transportation Enhancement Program, coordinated through the Missouri Department of Transportation. The City is responsible for 21% of the cost. In May of 2013 the City entered into an agreement with Great River Associates, Inc. to provide engineering services for the planning, design and construction inspection of a pedestrian trail and bridge from the campus of MSSU to the Northpark Mall. The pedestrian bridge and a portion of the trail are located in the mapped FEMA floodway as it has to cross over Turkey Creek. During the design phase, the Engineer worked with City staff and representatives of the State Emergency Management Agency (SEMA) to ascertain the impacts on the Base Flood Elevation (BFE) in that any development within the floodway cannot raise the BFE anywhere within the community per our adopted floodplain ordinance and the National Flood Insurance Program (NFIP); this project will result in changing the BFE and as such cannot be constructed without revising the mapped floodplain within the project area. This amendment will authorize the Engineer to proceed with performing the necessary hydrologic modeling for submittal to FEMA as part of an application for a CLMOR. This process will include all of the required notices and/or meetings to notify all impacted property owners of the changes to the BFE. Upon receipt of the CLOMR, the project can then be constructed and upon completion, as-constructed information is then provide back to FEMA for the LOMR. In addition to the cost of this Supplemental Agreement, the city will be responsible for the application fees to FEMA for the CLOMR and LOMR which are estimated to be $10,000.00 (approximately $5,000.00 for each).

Discussion: The cost and fees increase has been evaluated by MoDOT and have been found to be consistent with industry standards.

Recommendation: It is recommended that Supplemental Agreement No. 1 to the original Consultant Agreement with Great River Associates, Inc. be approved on an emergency basis in accordance with Section 2.12 (6) of the Home Rule Charter for the City of Joplin.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 17, 2013

Item: COUNCIL BILL NO. 2013-205
Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Location Map
2) Agreement
3) Council Bill

Engineering: Jack Schaller	Date:
Department Head: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Brian Head	Date:
City Manager: Mark Rohr	Date:

Recommended Action: Authorization to enter into an Agreement with Great River Associates for design services for the MSSU Trail Project on an emergency basis.

Background: Currently two routes are being used for non-motorized pedestrian traffic to and from Missouri Southern State University and the North Park Mall. This trail would eliminate pedestrians using the shoulder of MO Highway 71 as a sidewalk/trail. The shoulder and the roadway is only divided by roadway striping and poses a possible safety issue with pedestrians and bicyclists getting hit by oncoming vehicular traffic. The other pathway being used passes across an unimproved field and through a creek. The bridge is planned to be placed where there is now a slippery stream bed to walk across. The new trail will be built to ADA standard and take a completely different route than the motoring public. Additionally, it is anticipated that the trail will take less travel time to commute to and from MSSU and the North Park Mall than by traveling by car. This will encourage a reduction in traffic on Range Line Road that is already beyond capacity. Though it would not directly tie to another existing trail system, when this section is completed, there would only be one remaining section of trail needed to complete a system that would connect the North Park Mall and MSSU to Joplin's downtown district.

Discussion: The consultant shall be responsible for working with the City to determine the appropriate design parameters and construction specifications based on specific site conditions. The consultant fees are not to exceed $34,417.76, which is within engineering estimate. The project consists of a pedestrian bridge to span the stream that is estimated to be 200 feet in length. The total length of the trail is approximately 1,800 feet plus the 200 feet for the bridge. The total project cost is approximately $345,664.00 and the federal share of Transportation Enhancement funding is for federal funding of approximately $272,732.00 leaving approximately $72,932.00 as non-federal matching funds. Council passed the Transportation Enhancement Fund Agreement with MoDOT for this project on March 4, 2013.

Recommendation: Staff recommends approval of this agreement.

SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT

This Supplemental Agreement is made part of an agreement dated May 16, 2013 between the City of Joplin and Great River Associates, Inc. for design and construction inspection of project STP-3201(705). The purpose of this Supplemental Agreement is to CLOMR and LOMR documentation for the design of the new bridge, and have a Phase 1 Cultural Resourse Survey completed as required by the Missouri Department of Natural Resources State Historic Preservation office. These additional services shall be in an amount not to exceed Eighteen Thousand Six Hundred Nineteen Dollars and 58/100 ($18,619.58) without further authorization. The total design phase services shall be in an amount not to exceed Fifty Thousand Six Hundred Eighty Nine Dollars and 63/100 ($50,689.63). Attachment A outlines the cost breakdown for this Supplemental Agreement.

This Supplemental Agreement No. 1 is subject to all of the terms, covenants and conditions contained in the May 16, 2013 Agreement between the parties, attached hereto as Attachement B.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____ ENGINEER: GREAT RIVER ASSOCIATES, LLC

BY: _____ BY: _____

TITLE: _____ TITLE: PRINCIPAL

DATE: _____ DATE: 2/5/15

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: Project Manager

DATE: _____ DATE: 2/5/15

Executed by the City/County on the____ day of _____, 2015.

ATTACHMENT A
SUMMARY OF ESTIMATED COSTS
ADDITIONAL SERVICES
CITY OF JOPLIN STP- 3201 (705)

DESIGN PHASE	HOURS	RATE	COST
FEMA LOMR & CLOMR ENGINEERING SERVICES & PHASE 1 CULTURAL RESOURCE SURVEY			
Survey the finish floor elevation of structures w/inclose proximity of proposed 100-year water surface elevation			
Finalizing the hydraulic model for FEMA submittal			
FEMA MT-2 forms (CLOMR & LOMR) and supporting exhibits			
2-MAN SURVEY CREW	30	$ 40.00	$ 1,200.00
REGISTERED LAND SURVEYOR	15	$ 28.00	$ 420.00
DESIGN PROFESSIONAL	110	$ 31.00	$ 3,410.00
DRAFTING TECHNICIAN	90	$ 24.00	$ 2,160.00
SUB-TOTAL OF ENGINEERING SERVICES	245		$ 7,190.00
DIRECT OVERHEAD 46.13%			$ 3,316.75
GENERAL & ADMINISTRATIVE 90.86%			$ 6,532.83
CULTURAL RESOURCE SURVEY			
Phase 1 Cultural Resource Survey (as required MDNR State Historic Preservation)			
SUB-CONSULTANT CULTURAL RESOURCE SURVEY			$ 1,580.00
SUB-TOTAL FOR ADDITIONAL SERVICES (INCLUDING OVERHEAD)			**$ 18,619.58**
ORIGINAL CONTRACT AMOUNT FOR DESIGN PHASE SERVICES			$ 32,070.05
MAXIMUM DESIGN PHASE CONTRACT AMOUNT			**$ 50,689.63**

*FEMA APPLICATION FEES TO BE PAID BY CITY OF JOPLIN

ATTACHMENT B

13-3249

SPONSOR: City of Joplin, MO
LOCATION: Pedestrian Bridge & Trail from MSSU to Northpark Mall
PROJECT: STP-3201(705)

THIS CONTRACT is between the City of Joplin, 602 S. Main Street, Joplin, MO 64801, hereinafter referred to as the "Local Agency", and Great River Associates (GRA), 2826 S. Ingram Mill Rd, Springfield, MO 65804 hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Enhancement Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to design and construct trailways and enhancements and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on February 25, 2014 or earlier.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $4,122.29, with a ceiling established for said design services in the amount of $34,417.76, which amount shall not be exceeded.

B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

C. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount estimated at 42.33% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount estimated at 95.57% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

D. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.

E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

F. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

G. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no

way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Terracon	508 E. 9th Street Joplin, MO 64801	Subsurface Investigations

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

(A) The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

(B) Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee

based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination

clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(E) Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

FOR: JOPLIN, **MISSOURI**
City

BY: _____
R. Mark Rohr, City Manager

ATTEST: _____
City Clerk

FOR: GREAT RIVER ASSOCIATES, INC.

BY: _____
Principal

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
COUNTY ACCOUNTING OFFICER
COUNTY AUDITOR - 1st and 2nd Class Counties
COUNTY CLERK - 3rd and 4th Class Counties

ATTACHMENT A

Scope of Services

A. **DESIGN PHASE** - The Engineer will:

1. determine the needs of the Local Agency for the project;

2. conduct topographic, property and utility surveys sufficient to develop plans for the project;

3. arrange for subsurface investigations if needed;

4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;

5. submit four copies of preliminary plans, estimates and studies for review by the Local Agency and, Missouri Department of Transportation (MoDOT);

6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;

7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;

8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);

9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;

10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and

11. provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

B. **BIDDING PHASE** - The Engineer will:

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;

2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and

3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

ATTACHMENT B
SUMMARY OF ESTIMATED COSTS
ENGINEERING SERVICES
CITY OF JOPLIN STP-3201 (705)

DESIGN PHASE	HOURS	RATE	COST
PRELIMINARY DESIGN AND SURVEYING			
2-MAN SURVEY CREW	30	$ 40.00	$ 1,200.00
REGISTERED LAND SURVEYOR	15	$ 28.00	$ 420.00
DESIGN PROFESSIONAL	20	$ 31.00	$ 620.00
DRAFTING TECHNICIAN	52	$ 24.00	$ 1,248.00
SUB-TOTAL OF PRELIMINARY DESIGN SERVICES	117		$ 3,488.00
DIRECT OVERHEAD 42.33%			$ 1,476.47
GENERAL & ADMINISTRATIVE 95.57%			$ 3,333.48
SUB-CONSULTANT GEOTECHNICAL ENGINEERING			$ 4,900.00
SUB-TOTAL FOR PRELIMINARY DESIGN AND SURVEYING SERVICES (INCLUDING OVERHEAD)			$ 13,197.95
RIGHT OF WAY			
REGISTERED LAND SURVEYOR	30	$ 28.00	$ 840.00
DESIGN PROFESSIONAL	20	$ 31.00	$ 620.00
SUB-TOTAL OF RIGHT OF WAY SERVICES	50		$ 1,460.00
DIRECT OVERHEAD 42.33%			$ 618.02
GENERAL & ADMINISTRATIVE 95.57%			$ 1,395.32
SUB-TOTAL FOR RIGHT OF WAYDESIGN (INCLUDING OVERHEAD)			$ 3,473.34
FINAL DESIGN			
DESIGN PROFESSIONAL	60	$ 31.00	$ 1,860.00
DRAFTING TECHNICIAN	120	$ 24.00	$ 2,880.00
SUB-TOTAL OF FINAL DESIGN SERVICES	180		$ 4,740.00
DIRECT OVERHEAD 42.33%			$ 2,006.44
GENERAL & ADMINISTRATIVE 95.57%			$ 4,530.02
SUB-TOTAL FOR FINAL DESIGN (INCLUDING OVERHEAD)			$ 11,276.46
FIXED FEE 14.75%			$ 4,122.29
TOTAL FOR DESIGN PHASE SERVICES			**$ 32,070.05**

BIDDING PHASE SERVICES (POST FINAL DESIGN OBLIGATION)	HOURS	RATE	COST
BIDDING PHASE			
DESIGN PROFESSIONAL	20	$ 31.00	$ 620.00
CLERICAL	10	$ 24.00	$ 240.00
SUB-TOTAL OF BIDDING SERVICES	30		$ 860.00
DIRECT OVERHEAD 42.33%			$ 364.04
GENERAL & ADMINISTRATIVE 95.57%			$ 821.90
SUB-TOTAL FOR BIDDING PHASE SERVICES (INCLUDING OVERHEAD)			$ 2,045.94
FIXED FEE 14.75%			$ 301.78
TOTAL FOR BIDDING PHASE SERVICES			**$ 2,347.72**
MAXIMUM CONTRACT AMOUNT			**$ 34,417.76**

OTHER DIRECT COST TO BE COVERED BY SUPPLEMENTAL AGREEMENT/SUB-CONTRACTOR BASIS AS NEEDED

ARCHAEOLOGICAL STUDIES INLCUDING BUT NOT LIMITED TO
- CULTURAL RESOURCE INVESTIGATIONS
- MEMORANDUM OF AGREEMENT

WETLANDS ASSESSMENT STUDIES
ENDANGERED SPECIES STUDIES
ANY SERVICES RELATED TO THE PURCHASE OF RIGHT-OF-WAY

ATTACHMENT C

Great River Associates, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
Year Ended December 31, 2011

Productive Salaries

Description	Total Per Records	Adjustments	Reference	Total Proposed
Productive Salaries	$947,839		A	$947,839
Totals	$947,839	$0		$947,839

Fringe Benefits

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Payroll Taxes	$141,758			$141,758	
Insurance - Health and Dental	$135,330			$135,330	
Insurance - Life	$3,648	($531)	B	$3,117	
Insurance - Work Comp	$9,351			$9,351	
Retirement plan	$904			$904	
Bereavement	$987			$987	
Vacation	$60,066			$60,066	
Holiday	$29,442			$29,442	
Sick Leave	$20,267			$20,267	
Totals	$401,752	($531)		$401,221	42.33%

General and Administrative

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Advertising - General	$5,903	($5,903)	C,D	$0	
Amortization Expense	$2,321			$2,321	
Bank Service Charges	$3,619			$3,619	
Business Meals & Entertainment	$8,852	($4,421)	E	$4,431	
Business Travel	$2,922			$2,922	
Computer & Software Expense	$10,041			$10,041	
Contributions	$650	($650)	F	$0	
Cost of Ownership - Ingram Mill	$0	$73,619	G	$73,619	
Depreciation Expense	$101,173			$101,173	
Dues and Subscriptions	$6,072	($1,652)	H	$4,420	
Employee drug testing	$1,015			$1,015	
Equipment rental	$9,938			$9,938	
Facilities Capital Cost of Money	$0	$4,506	I	$4,506	
Indirect labor	$377,589			$377,589	
Inspection Supplies	$264			$264	
Insurance - Automobile	$8,390			$8,390	
Insurance - General Liability	$3,067			$3,067	
Insurance - Professional Liability	$42,571			$42,571	
Interest and Penalties	$65,416	($65,416)	J	$0	
Library	$555			$555	
Licenses	$3,888			$3,888	
Office supplies	$17,732			$17,732	
Paypal expense	$12,094			$12,094	
Permits	$976			$976	
Postage and Delivery	$4,008			$4,008	
Printing and Reproduction	$4,847			$4,847	
Professional Development	$7,464			$7,464	
Professional Fees	$29,094	($4,378)	K,L	$24,716	
Recording fees	$793			$793	
Rent	$157,314	($150,000)	G	$7,314	
Repairs and maintenance	$27,027			$27,027	
Security	$325			$325	
Software Renewal/Leasing	$12,818			$12,818	
Subcontract	$195,337	($188,580)	C	$6,757	
Survey supplies	$2,738			$2,738	
Taxes	$749			$749	
Telephone	$43,110			$43,110	
Uniforms	$402			$402	
Utilities	$15,734			$15,734	
Vehicle Expense	$61,882			$61,882	
				$0	
Totals	$1,248,690	($342,875)		$905,814	95.57%

Summary

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Grand Total	$1,650,442	($343,406)		$1,307,035	
Direct Labor Base	$947,839	$0		$947,839	
Totals	$2,598,281	-$343,406		$2,254,874	137.90%

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE

Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged

business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Great River Associates

Project Owner (LPA): City of Joplin

Project Name: MSSU-Northpark Mall Trail

Project Number: STP-3201 (705)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐ No real or potential conflicts of interest
If no conflicts have been indentified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: R. Mark Rohs

Signature: _____

Date: _____

Consultant

Printed Name: _____

Signature: _____

Date: _____

COUNCIL BILL NO. 2015-112 ORDINANCE NO.

AN ORDINANCE Approving Supplemental Agreement No. 1 to the original Consultant Agreement with Great River Associates, Inc., dated May 16, 2013, for the purpose of adding additional services and increase the not to exceed the amount by an additional Eighteen Thousand Six Hundred Nineteen and 58/100 dollars ($18,619.58) for a revised total not to exceed amount of Fifty Thousand Six Hundred Eighty Nine and 63/100 Dollars ($50,689.63) for preparation of documentation for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for submittal to the Federal Emergency Management Agency (FEMA), and containing an emergency clause;

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

Section 1. The original contract with Great River Associates, Inc. shall be amended to add the additional scope of services for preparation of documentation for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for submittal to the Federal Emergency Management Agency (FEMA) and the total not-to-exceed cost of services shall be increased to Fifty Thousand Six Hundred Eighty Nine and 63/100 Dollars ($50,689.63).

Section 2. A portion of the project is located in the mapped regulatory floodway and requires further review and approval by the Federal Emergency Management Agency (FEMA) that was not anticipated when the original contract was executed.

Section 3. The additional work has been approved by the Missouri Department of Transportation (MoDOT) in that this project is funded in part (79% of total eligible project cost up to a maximum of $272,732.00) by the Federal Highway Administration through its Transportation Enhancement Program administered by MoDOT. The City of Joplin is responsible for 21% of the total eligible project cost.

Section 4. That the Director of Public Works is hereby authorized to execute Supplemental Agreement No. 1 on behalf of the City of Joplin with said Consultant.

Section 5. This ordinance is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter for the City of Joplin in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon passage, in order for the project to continue on schedule.

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

_____, 2015 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2015-113 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a change order with Sprouls Construction Company Inc.in the amount of One Hundred Ninety Five Thousand Four Hundred Fifty Four ($195,454.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project and containing an emergency clause.

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

Section 1. Approval of a change order to Sprouls Construction Company Inc.in the amount of One Hundred Ninety Five Thousand Four Hundred Fifty Four ($195,454.00) for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project.

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

Section 3. That the Director of Public Works is hereby authorized and directed to enter into a contract and on behalf of the City of Joplin, Missouri with Sprouls Construction Co. Inc.

Section 3. The ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of February, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Fund No 305-4550-530-8665 Project GSTA05 to pay the amount called for in the said Agreement.

_____

Leslie Haase, Director of Finance

CHANGE ORDER #1
Infrastructure Improvements 13th Street to 15th Street

Sheet No. 1 of 1

To: Sprouls Construction

Change Order No. 1
County: Jasper
Route: 15th Street
Project: 15th Street Curb & Sidewalk
Job No. 14027

You are hereby directed to make the following changes from the contract.

❖❖❖

2. Estimate of Cost of work Affected by this Change Order.

(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	Units	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT	(J) DESCRIPTION REASON LOCATION FOR CHANGE
CO1-1	Tree Removal (6" - 12")	0	1	1	Each	$1,500.00	$1,500.00		Trees
CO1-2	Tree Removal (13"-18")	0	4	4	Each	$2,000.00	$8,000.00		Trees
CO1-3	Tree Removal (19" and larger)	0	5	5	Each	$2,500.00	$12,500.00		Trees
1-10	8" Thick x 24" wide Concrete Pavement Strip	570	722	152	SY	$63.00	$9,576.00		Xtra for C&G overcut (51 sy) and Gutter Xing overcut (101 Sy)
CO1-5	Double Run 2" PVC Conduit including trenching, bedding, marking tape, backfill (soil or aggr for driving surface)	0	9500	9500	LF	$6.90	$65,550.00		Street Lighting - Prices from JIE
CO1-6	Staking for Conduit & Pullbox	0	1	1	LS	$1,000.00	$1,000.00		Street Lighting - Prices from JIE
CO1-7	8" Thick x 24" wide Concrete Pavement Strip	0	375	375	SY	$63.00	$23,625.00		13th & Mississippi intersection removal & repaving for Gutter Crossing
1-12	Asphaltic Concrete Mix PG64-22 (SP125C Mix)	600	975	375	SY	$18.00	$6,750.00		13th & Mississippi intersection removal & repaving for Gutter Crossing
CO1-8	Soft Sub-base: remove and replace with aggr fill (if necessary)	0	100	100	SY	$65.00	$6,500.00		13th & Mississippi intersection removal & repaving for Gutter Crossing
1-20	Concrete Entrances (Incl. Integral Curb)	550	687	137	SY	$72.00	$9,864.00		15th Street - Change to flared approach entrance

1-7	Pavement Removal - additional 2' pavement on 15th Street	950	2083	1133	SY	$20.00	$22,660.00		15th Street - Additional Dirt Removal (Part 1 & 2)
CO1-9	Place and Compact - additional fill behind curb (15th Street)	0	343	343	CY	$20.00	$6,860.00		15th Street (Part 1 & 2)
CO1-10	Additional Linear Grading - placement of 4" black dirt, seed & mulch	0	10200	10200	SF	$1.37	$13,974.00		15th Street (Part 1 & 2)
CO1-11	Concrete Sidewalk 8" thick incl. weld-wire reinforcement	0			SY	$75.00	$0.00		15th Street
CO1-12	Tree Root Barrier (Woven copper root barrier 24" deep	0			LF	$35.00	$0.00		15th Street
2-6	Concrete Driveway Type C (6" thick)	515	644	129	SY	$55.00	$7,095.00		15th Street (Part 2)
						TOTALS	$195,454.00	$0.00	

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$ 1,296,109.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER		$195,454.00	Sprouls Construction, Inc.
3. OVERRUN PREVIOUS		$0.00	CONTRACTOR
4. TOTAL OVERRUN TO DATE		$195,494.00	by :_____
5. TOTAL		$ 1,491,563.00	Date

_____ _____

SUBMITTED ENGINEER DATE

_____ _____

APPROVAL RECOMMENDED CITY OF JOPLIN DATE

Project Locations

E 11TH ST

E 12TH ST

E MARKWARDT ST

E 14TH ST

E 15TH ST

FLORIDA AVE

MISSISSIPPI AVE

TEXAS AVE

HIGHVIEW AVE

FROST AVE

RANGE LINE RD

S CAMPBELL PKWY

N

1" = 100'

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 17, 2015
Council Bill No. 2015-113

Item: Change Order to Construction Contract with Sprouls Construction for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Recovery Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Change Order No. 1
2) Map
3) Council Bill No. 2015-113

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

Recommended Action: Approval of Change Order No. 1 in the amount of $195,454.00 to the Construction Contract with Sprouls Construction for Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Recovery Zone Project.

Background: In December of 2014 Council approved a construction contract with Sprouls Construction in the amount of $1,296,109.00 for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview area. The project is part of a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. As the project proceeded Staff recognized the need for changes and additions to the project. The additional work includes the relocation of the curb & gutter on 15th street to increase the parkway width and improve public safety. By moving the curb and gutter along 15th Street the parkway width is increased thereby improving the health of existing trees as well as providing a better area for future trees. Also the addition of conduit for future street lighting was added. The intersection at 13th & Mississippi had a gutter crossing but during initial layout work the contractor and engineering consultant determined that more work is necessary to properly improve the intersection.

Discussion: The original bid opening was on December 2, 2014. City Council authorized construction contract award on December 15, 2014. On January 9, 2015, City staff met with design consultants and instructed them to prepare plans and quantities for possible additional work items related to the project. On January 28 a Public meeting was held to present and discuss the project with the adjoining neighborhood. From that meeting and some other identified needs, this change order has been generated. After review and with the design consultant's recommendation City staff has prepared a Change Order in the amount of $195,454.00 for Council approval. The new construction amount will be $1,491,563.00

Recommendation: Staff recommends approval of Change Order No. 1 in the amount of $195,454.00 to the Construction Contract with Sprouls Construction for Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview in the Tornado Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.