April 4, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing April As Fair Housing Month

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-261
      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 2411 South Joplin Avenue, 2413 South Joplin Avenue, 2423 South Joplin Avenue, and 2427 South Joplin Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-261 .PDF, COUNCIL BILL 2016-261 .PDF, SUPPLEMENTAL CB 2016-261.PDF

   3. COUNCIL BILL NO. 2016-262
      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-3 and including in District C-1 property as described below and located 150 feet north of the intersection of 15th Street and Ohio Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-262 .PDF, COUNCIL BILL 2016-262 .PDF, SUPPLEMENTAL CB 2016-262.PDF

   4. COUNCIL BILL NO. 2016-263
      AN ORDINANCE providing for the vacation of a public street right-of-way being approximately 180 feet of 14th Street west of Range Line Road, in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-263 .PDF, COUNCIL BILL 2016-263 .PDF, SUPPLEMENTAL CB 2016-263.PDF

8. **Consent Agenda**

   1. Minutes Of The March 21, 2016 City Council Meeting

      Documents: MARCH 21 2016 MINUTES.PDF

   2. Minutes Of The March 22, 2016 Special City Council Meeting

      Documents: SPECIAL MTG MARCH 22 2016 AUDITORS REPT.PDF

3. COUNCIL BILL NO. 2016-260
AN ORDINANCE requesting the review of the Final Plat of THE WOODLANDS PLAT 2, located 350 feet south of the intersection of 32nd Street and John Duffy Drive in the City of Joplin, Newton County, Missouri.

   Documents: SUMMARY SHEET CB 2016-260 .PDF, COUNCIL BILL 2016-260 .PDF, SUPPLEMENTAL CB 2016-260.PDF

4. COUNCIL BILL NO. 2016-505

   Documents: CB2016-505.PDF

5. COUNCIL BILL NO. 2016-506

   Documents: CB2016-506.PDF

6. COUNCIL BILL NO. 2016-507

   Documents: CB2016-507.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-115
AN ORDINANCE approving a purchase order to Drake-Scruggs Equipment Inc. in the amount of One Hundred and Six Thousand, Four Hundred Twenty Three and no/100 Dollars ($106,423.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

   Documents: SUMMARY SHEET CB 2016-115.PDF, COUNCIL BILL 2016-115.PDF, BUCKET TRUCK BID CB 2016-115.PDF

2. COUNCIL BILL NO. 2016-116
AN ORDINANCE approving an agreement with Jacobs Engineering in the not to exceed amount of Six Hundred Thirty Nine Thousand Nine Hundred Seventy Six Dollars, ($639,976.00) for Engineering for Design of Sidewalk, Curb & Gutter and Storm Water in the Recovery Area Projects authorizing the Director of Public Works to execute the same; and containing an emergency clause.

   Documents: SUMMARY SHEET - JCB-DR2_PAP3-1.PDF, CB 2016-116 JACOBS.PDF, JACOB AGREEMENT.PDF

3. COUNCIL BILL NO. 2016-452
AN ORDINANCE authorizing a Program Services Contract for WIC Local Agency Nutrition Services, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive additional funds for User Acceptance Testing Training, for up to Two Thousand Dollars, no Cents, ($2,000.00); amending the Annual Budget of the City of Joplin for the Fiscal

Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents: CB2016-452-SUMMARY SHEET.PDF, CB2016-452-COUNCIL BILL.PDF, CB 2016-452 SUPPLEMENTAL ITEM.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-451
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by adding language to Sec. 18-5 Animal Abuse and Neglect, clarifying authority for addressing animals left in automobiles.

Documents: CB2016-451-SUMMARY SHEET.PDF, CB2016-451-COUNCIL BILL.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-113

AN ORDINANCE accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services

Documents: CB2016-113.PDF

13. Unfinished Business

14. New Business

1. APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS

2. NEWS FROM THE PIO

3. 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, 2015. 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 Agenda Item

Requested Council Meeting Date: April 4, 2016

Item: COUNCIL BILL NO. 2016-261
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: 3/14/2016

Recommended Action: Planning and Zoning Commission recommended tabling this case by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 008-16: 2411 South Joplin Avenue, 2413 South Joplin Avenue, 2423 South Joplin Avenue and 2427 South Joplin Avenue – A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a parking lot - Gerardo Villasenor.

STAFF SUMMARY:
These four properties are located west of the El Vaquero restaurant along Joplin Avenue. The properties are undeveloped but zoned for residential development. However, the City of Joplin's Future Land Use map classifies this area as Future Commercial Development as part of our South Main Street Corridor. Parking lots on Joplin Avenue that serve businesses on Main Street are included in this Planned Development Corridor.

Because these properties are located on a Planned Development Corridor, a site plan approval is required in order to successfully complete rezoning. The applicant has not submitted a site plan at this time.

Staff recommends that Case 008-16 be tabled until a site plan is submitted.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Cunningham stated since this property lies in the disaster recovery area, the City Council requires a site plan before they will approve the rezoning, even though this property will contain a parking lot serving a business. No site plans are available at this point. Staff recommends this request be tabled until the owner submits a site plan that the staff and commissioners can review.

Mr. Ramsour asked about the one house that these properties surround, and Ms. Cunningham replied Mr. Villasenor is trying to acquire that house. She hasn't visited with that property owner but stated letters were mailed to all property owners within 185 feet of the property being rezoned.

Mr. Ramsour stated the properties contain crushed rock and asked if they are already being used for parking. Ms. Cunningham stated it was previously being used for parking, so she discussed the zoning violation with Mr. Villasenor.

Mr. Eastman asked if C-3 zoning will be allowed on Joplin Avenue, and Ms. Cunningham replied yes. The area between Main Street and Joplin Avenue is being recognized as part of the South Main Street commercial corridor, so staff recommends the property in this request be zoned commercially.

Mr. Ramsour asked if the lot behind the Tropicana was rezoned for parking several months ago, and Ms. Cunningham replied they may just have a Special Use Permit.

PUBLIC COMMENT:
None.

P & Z Case 008-16
Gerardo Villasenor
(P & Z Recommended tabling this case)

COUNCIL BILL NO. 2016-261 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 2411 South Joplin Avenue, 2413 South Joplin Avenue, 2423 South Joplin Avenue, and 2427 South Joplin Avenue 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 OF LOTS NUMBERED TWELVE (12), THIRTEEN (13), FIFTEEN (15) AND SIXTEEN (16) OF O'KEEFE'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 _____, 2016, 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: March 14, 2016
City Council Meeting: April 4, 2016

STAFF PLANNING REPORT
Rezoning

CASE 008-16: A request to rezone from R-1 (Single-Family Residential) and to C-3 (Commercial) for the construction of a parking lot and future commercial expansion.

LOCATION: 2411, 2413, 2423, and 2427 South Joplin Avenue

APPLICANT: Monica Lopez

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-Family Residential	Undeveloped	24,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	R-1
Land Use	Parking Lot	El Vaquero	Undeveloped	Residential

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as Retail/Commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Joplin Avenue	Collector	60'

UTILITIES: Yes

FLOOD PLAIN: N/A

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

Currently, this site is zoned R-1 (Single-Family Residential) and cannot accommodate a parking lot without a Special Use Permit or a Zoning District Change.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

These four properties are located west of the El Vaquero restaurant along Joplin Avenue. The properties are undeveloped but zoned for residential development. However, the City of Joplin's Future Land Use map classifies this area as Future Commercial Development as part of our South Main Street Corridor. Parking lots on Joplin Avenue that serve businesses on Main Street are included in this Planned Development Corridor.

Because these properties are located on a Planned Development Corridor, a site plan approval is required in order to successfully complete rezoning. The applicant has not submitted a site plan at this time.

Staff recommends that Case 008-16 be tabled until a site plan is submitted.

ENCLOSURES:

Map

Application

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 008-16
Filing Fee $450.00
Date Advertised: 2-28-16
Date Notices Sent 2-26-16
Public Hearing Date: 3-14-16

APPLICANT: Monica Lopez PHONE: 417 483 3815
ADDRESS: 2412 S. main St. Joplin ZIP: 64804
OWNER: Gerardo Villaseñor PHONE: 405.762.6669
ADDRESS: 2412 S. Main St. Joplin ZIP: 64804
LOCATION OF PROPERTY: 2411, 2413, 2423 and 2427 S. Joplin Ave
LEGAL DESCRIPTION: All of lots 12, 13, 15, and 16 of O'Keefe's 2nd addition to the City of Joplin, MO.

Present Zoning R-1 Requested Zoning: C-3 Acreage:
Present Use of Property: Undeveloped

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	undeveloped	R-1
South	Parking	R-1
East	El vaquero	R-1
West	Residential	R-1

CHARACTER OF THE NEIGHBORHOOD: ~~area~~ transition area between Residential & commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Would like appropriately zoned for parking and future commercial 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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Joplin Ave
2. Classification of Street(s):
   Arterial____ Collector X Local ____
3. Right-of-Way Width: 60'
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? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: No

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: _____

BY: Gerardo V. Vaseñor

TITLE: Owner



Case 008-16: 2411, 2413, 2423, and 2427 South Joplin Avenue - A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District) for the construction of a parking lot and future commercial development - Gerardo Villasenor.

N

Case 008-16: 2411 South Joplin Avenue, 2413 South Joplin Avenue, 2423 South Joplin Avenue and 2427 South Joplin Avenue – A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a parking lot - Gerardo Villasenor.

Mr. Eastman opened the public hearing for Case 008-16.

Ms. Cunningham stated since this property lies in the disaster recovery area, the City Council requires a site plan before they will approve the rezoning, even though this property will contain a parking lot serving a business. No site plans are available at this point. Staff recommends this request be tabled until the owner submits a site plan that the staff and commissioners can review.

Mr. Ramsour asked about the one house that these properties surround, and Ms. Cunningham replied Mr. Villasenor is trying to acquire that house. She hasn't visited with that property owner but stated letters were mailed to all property owners within 185 feet of the property being rezoned.

Mr. Ramsour stated the properties contain crushed rock and asked if they are already being used for parking. Ms. Cunningham stated it was previously being used for parking, so she discussed the zoning violation with Mr. Villasenor.

Mr. Eastman asked if C-3 zoning will be allowed on Joplin Avenue, and Ms. Cunningham replied yes. The area between Main Street and Joplin Avenue is being recognized as part of the South Main Street commercial corridor, so staff recommends the property in this request be zoned commercially.

Mr. Ramsour asked if the lot behind the Tropicana was rezoned for parking several months ago, and Ms. Cunningham replied they may just have a Special Use Permit.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 008-16.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 008-16 BE TABLED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN AND MR. CORTEZ BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 4, 2016

Item: COUNCIL BILL NO. 2016-262
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: 3/14/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 009-16: 150 feet North of the Intersection of 15th Street and Ohio Avenue – A request to rezone from R-3 (Multi Family Residential) to C-1 (Neighborhood Commercial) for the development of a retail commercial business – Imperial Development Co., LLC.

STAFF SUMMARY:
This property is located at the intersection of 15th Street and Ohio Avenue. This site was previously zoned R-3 for a multi-family residential development that was not executed. Because of its location on a commercial corridor, staff believes that the C-1 (Neighborhood Commercial) zoning designation is suitable for this property.

Staff recommends approval of Case 009-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rusty Doss represented Imperial Development Company. He would like to rezone the north three lots along the west side of Ohio Avenue to match the existing zoning of the front two lots.

Mr. Ramsour asked Ms. Cunningham if the City of Joplin acquired this property for delinquent taxes, and she replied the northern lot. The City declared that lot as excess property about a year ago, with Imperial Development purchasing that lot. That property wasn't suitable for multi-family development.

PUBLIC COMMENT:
None.

P & Z Case 009-16
Imperial Development Co., LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-262 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-3 and including in District C-1 property as described below and located 150 feet north of the intersection of 15th Street and Ohio Avenue 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-3 and including same in District C-1:

ALL OF LOTS NUMBERED EIGHTEEN (18), NINETEEN (19) AND TWENTY (20) IN CAMPBELL'S SIXTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 _____, 2016, 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: March 14, 2016
City Council Meeting: April 4, 2016

STAFF PLANNING REPORT
Rezoning

CASE 009-16: A request to rezone from R-3 (Multi-Family Residential) and to C-1 (Neighborhood Commercial) for future retail commercial development.

LOCATION: 150 feet north of the Intersection of 15th Street and Ohio Avenue

APPLICANT: Imperial Development, LLC.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3 Multi-Family Residential	Undeveloped	18,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	R-3 and C-1	C-1	C-1
Land Use	Undeveloped	Commercial	Commercial	Commercial

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as Retail/Commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
14th Street	Secondary	50'
15th Street	Arterial	80'
Ohio Avenue	Secondary	60'

UTILITIES: Yes

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

Currently, this site is zoned R-3 (Multi-Family Residential) and does not allow commercial use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property is located at the intersection of 15th Street and Ohio Avenue. This site was previously zoned R-3 for a multi-family residential development that was not executed. Because of its location on a commercial corridor, staff believes that the C-1 (Neighborhood Commercial) zoning designation is suitable for this property.

Staff recommends approval of Case 009-16.

ENCLOSURES:

Map

Application

ck 4187

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 009-16
Filing Fee: ~~$350.00~~ 450.00
Date Advertised: 2-28-16
Date Notices Sent: 2-26-16
Public Hearing Date: 3-14-16

APPLICANT: Imperial Development Co, LLC PHONE: 417-256-4790
ADDRESS: 1598 Imperial Center, Ste 2001 West Plains MO ZIP: 65775
OWNER: Grant & Leslie Bard / RSBR Investments, LLC PHONE: unknown/417-256-4790
ADDRESS: 6377 Old Hwy 71 Joplin MO / same as Imperial above ZIP: 64804
LOCATION OF PROPERTY: North of 15th St & West of Ohio Ave.
LEGAL DESCRIPTION:
All of lots numbered 18, 19, and 20, in Campbell's 6th Addition to the City of Joplin

Present Zoning R-3 Requested Zoning: C-1 Acreage: 0.413 acres
Present Use of Property: vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	vacant	M2
South	abandoned building	C1
East	commercial/vacant	C3/R3
West	commercial/residential	C1/R3

CHARACTER OF THE NEIGHBORHOOD: Older homes and commercial buildings.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No. The new zoning would be combined with existing C1 along 15th St.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? ____
   If yes, explain: Existing residential zoning does not allow use as commercial.

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Ohio Avenue
2. Classification of Street(s):
   Arterial _____ Collector _____ Local x
3. Right-of-Way Width: 60 feet
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? no
2. Properly Sized Street Right-of-Way? no
3. Drainage Easements? no
4. Utility Easements:
   - Electricity? no
   - Gas? no
   - Sewers? no
   - Water? no
5. Additional Comments:
   All utilities exist in adjacent r/w.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Floodplain crosses portion of property. Will not impede development.

SIGNATURE: _____ DATE: 2/2/2016

BY: Jacob Stauffer

TITLE: EVP

Rezoning Narrative
Dollar General
15th Street & Ohio Avenue

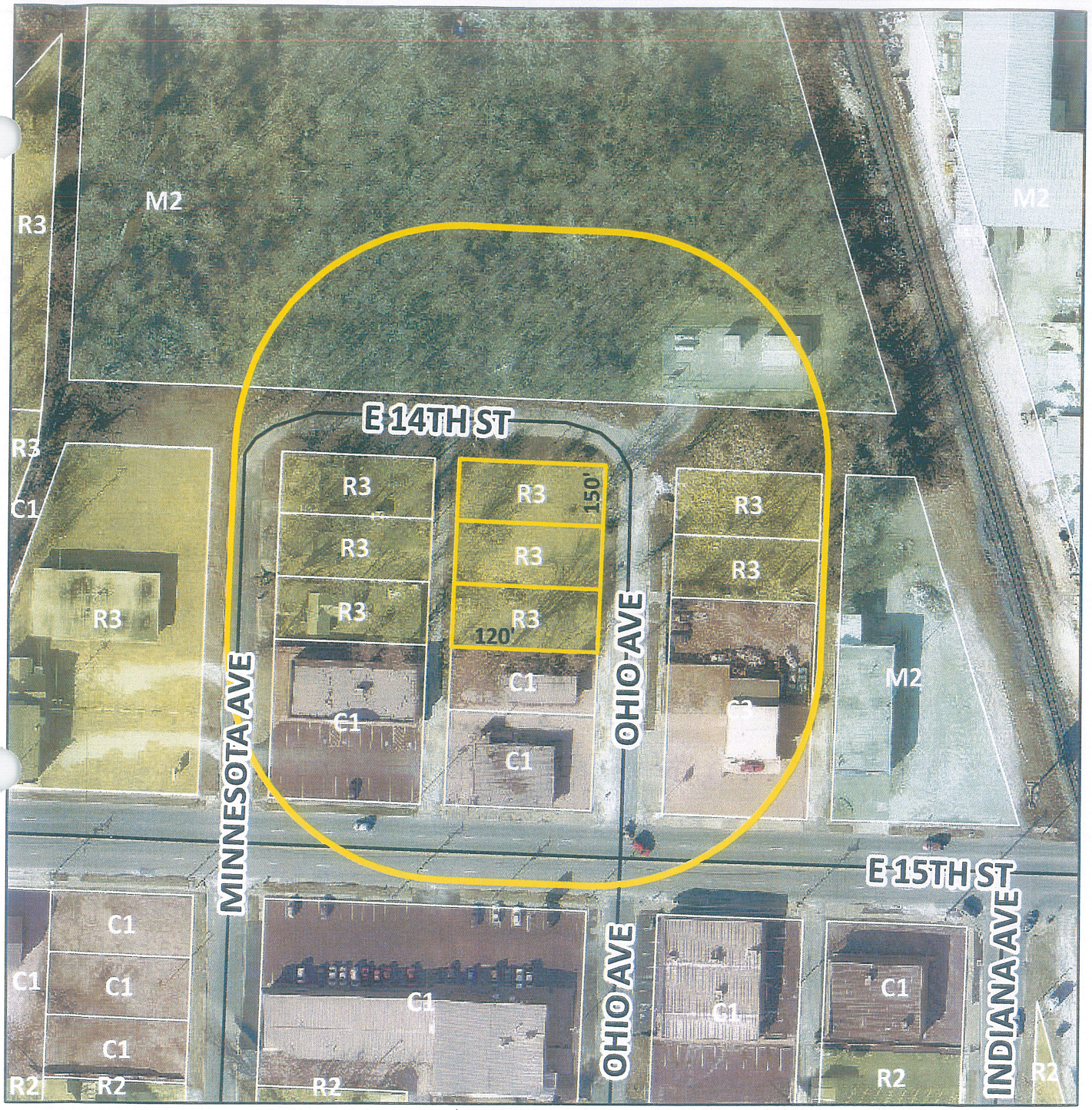
Rezoning of the rear 3 lots (Lots 18, 19, & 20) to C-1 is necessary to allow for construction of a new 9,100 s.f. Dollar General retail store on the property. The new zoning of the rear lots would match zoning of the existing C-1 lots fronting 15th Street to create a developable lot for the Dollar General store.

The proposed Dollar General is estimated to generate vehicular traffic of 10 vehicles per hour. This volume of traffic will not be disruptive to traffic flow. Ohio Avenue will be reconstructed as part of the project, further enhancing traffic flow.

The proposed project will be bounded on the north, south, and east by public right of way and on the west by a platted alley. All building setbacks will be met to minimize potential for fire hazards. The west wall of the building will be a fire rated assembly given its proximity to the existing alley.

A new commercial structure will improve the character of the existing neighborhood. Currently, the commercial portion of the project consists of two abandoned buildings. The rear portion of the property is currently overgrown and unattractive. The proposed project will convert these unused areas into an attractive modern building complete with landscaping, new sidewalks, and other improvements.

As noted above, the Dollar General store will improve the aesthetics of the neighborhood through the proposed construction. Furthermore, the new and larger store will have increased revenues, leading to increased sales tax collection for the City of Joplin. Public infrastructure in the form of a reconstructed Ohio Avenue (including sidewalk) will also benefit the City.



Case 009-16: 150 feet North of the intersection of 15th Street and Ohio Avenue - a request to rezone from R-3 (Multi-Family Residential) to C-1 (Neighborhood Commercial) for the development of a retail commercial business - Imperial Development Company,



Case 009-16: 150 feet North of the Intersection of 15th Street and Ohio Avenue – A request to rezone from R-3 (Multi Family Residential) to C-1 (Neighborhood Commercial) for the development of a retail commercial business – Imperial Development Co., LLC.

Mr. Eastman opened the public hearing for Case 009-16.

Mr. Rusty Doss, West Plains, Missouri, appeared representing Imperial Development Company. He would like to rezone the north three lots along the west side of Ohio Avenue to match the existing zoning of the front two lots.

Mr. Eastman asked Ms. Cunningham if she has received any objections from the neighbors, and she replied no.

Mr. Ramsour asked Ms. Cunningham if the City of Joplin acquired this property for delinquent taxes, and she replied the northern lot. The City declared that lot as excess property about a year ago, with Imperial Development purchasing that lot. That property wasn't suitable for multi-family development.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 009-16.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 009-16 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. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN AND MR. CORTEZ BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 4, 2016

Item: COUNCIL BILL NO. 2016-263
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: 3/14/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 010-16: 180 feet of 14th Street West of Range Line Road – A request for vacation of a portion of a street easement – Majzoub Family Limited Partnership.

STAFF SUMMARY:
Residents of this neighborhood requested that 14th Street be closed so that visitors could not cut through the residential neighborhood in order to get to Chili's, ensuring that the entrances were only accessible off of Range Line Road and 15th Street. Additionally, residents asked for a wall to be constructed across 14th Street following the closure. There was also an additional fire hydrant added so that fire protection is ensured for both sides of the closure.

Staff recommends approval of Case 010-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger, Mellinger Commercial, stated the segment of 14th Street to be vacated lies just north of the new Chili's. He showed the commissioners a site plan for the development with the closure of 14th Street. The fencing will connect with Chili's fencing and continue east about 15 feet, and then continuing north across 14th Street.

Mr. Mellinger is asking for the vacation of 14th Street, with that vacation being agreed to between all the parties involved. A neighborhood meeting was conducted two weeks ago, with anyone having property in the general vicinity being invited. About 15 neighbors attended, with the fencing being their main concern. They don't want people walking from one place to the other, with this fencing prohibiting that.

Mr. Duncan asked what O'Reilly Auto Parts think about 14th Street being vacated, and Mr. Mellinger replied they are in favor of the vacation since they own the house behind their property.

Mr. Duncan asked if someone is currently working on that street, and Mr. Mellinger did not believe any work has been done on the street itself. Chili's has done some utility work nearby. They poured one entrance curb that they have to remove since they poured it in the original design opposed to the new design, so that will be corrected shortly. The plan is to have the street vacated prior to their opening date of May 15, 2016.

Mr. Ramsour asked if there is still access from Range Line Road into Chili's or O'Reilly's, and Mr. Mellinger replied that is correct. The City Council asked him to eliminate vehicular traffic going into the residential neighborhood.

Mr. Ramsour stated the portion of 14th Street that is being vacated contains potholes and asked about maintenance. Mr. Mellinger stated Chili's will have a cooperative easement and maintenance agreement with O'Reilly's.

PUBLIC COMMENT:
Mr. Michael Pier, 2915 East 14th Street, Joplin, appeared in favor of vacation of the street. He stated the vacation will decrease the vehicular traffic since Chili's is very popular. They have sufficient parking space for customers and staff, but overflow parking would be along 14th Street if it wasn't vacated. He is in favor of vacating 14th Street adjacent to Range Line Road just for traffic purposes and pedestrian purposes.

P & Z Case 010-16
Majzoub Family Limited Partnership
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-263 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a public street right-of-way being approximately 180 feet of 14th Street west of Range Line Road, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a public street right-of-way being approximately 180 feet of 14th Street west of Range Line Road, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF FOURTEENTH STREET LYING NORTH OF AND ADJOINING LOTS NUMBERED SEVENTY-THREE (73), SEVENTY-FOUR (74), SEVENTY-FIVE (75), AND THE EAST TWENTY-FIVE (25) FEET OF LOT NUMBERED SEVENTY-SIX (76) AND LYING SOUTH OF AN ADJOINING LOTS NUMBERED SEVENTY (70), SEVENTY-ONE (71), SEVENTY-TWO (72) AND THE EAST TWENTY FIVE (25) FEET OF LOT NUMBERED SIXTY-NINE (69), ALL IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: March 14, 2016
City Council Meeting: April 4, 2016

STAFF PLANNING REPORT

Vacation

CASE 010-16	A request for the vacation of a portion of a street easement
APPLICANT	Majzoub Family Trust
REPRESENTATIVE	Mike Mellinger
LOCATION	180 ft of 14th Street West of Rangeline Road

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	60 x 185 ft

REASON FOR VACATION

As part of the new Chili's restaurant located at 15th and Rangeline, citizens from the nearby neighborhood requested that 14th street be closed to minimize thru-traffic resulting from the new restaurant.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? N/A

DISCUSSION

Residents of this neighborhood requested that 14th Street be closed so that visitors could not cut through the residential neighborhood in order to get to Chili's, ensuring that the entrances were only accessible off of Rangeline Road and 15th Street. Additionally, residents asked for a wall to be constructed across 14th Street following the closure. There was also an additional fire hydrant added so that fire protection is ensured for both sides of the closure.

Staff recommends approval of Case 010-16.

RECEIVED
2-2-16

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 010-16
Filing Fee: ~~$350.00~~ 450-
Date Advertised: 2-
Date Notices Sent
Public Hearing Date:

I. Applicant Name: MAJZOUB FAMILY LIMITED PARTNERSHIP Phone: 781-8812

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

Address: P.O. Box 2602 JOPLIN MO Zip: 64803

Email: YORKtownprop@gmail.com

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

Street Vacation X

Alley Vacation

Utility vacation

Other (Please specify)

III. Legal Description of area requested to be vacated: SEE ATTACHMENT

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

1. Private rights will not be injured or endangered by the vacation. The vacated street will be used as a drive for the public.

2. The vacation will not cause the public to suffer a loss or inconvenience. The public will be able to use the vacated street.

3. In justice to the applicant(s) the vacation should be granted. The vacation is required by the City of Joplin.

V. Required Attachments:

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

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

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

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

SIGNATURE: Jeff Majors DATE: 1-31-2016

BY: JEFF MAJORS

TITLE: MANAGER - MAJORS FAMILY LIMITED PARTNERSHIP



Case 010-16: 185 feet of 14th Street West of Rangeline Road - a request to vacate a portion of a street easement - Majzoub Family Trust.

N

FENCE AND GATE NOTES

1. FENCE SHALL BE:
   - MODEL: SIMTEK ECOSTONE FENCE FP96X96
   - SIZE: FENCE PANEL 8' X 8' (TWO STACKED PANELS)
   - FINISH: STONE PATTERN
   - COLOR: BEIGE GRANITE
   - WARRANTY: 25-YEARS

1. GATE SHALL BE:
   - MODEL: SIMTEK ECOSTONE GATE FP96X48
   - SIZE: GATE PANEL 8' X 4'
   - FINISH: STONE PATTERN
   - COLOR: BEIGE GRANITE
   - WARRANTY: 25-YEARS

2. FENCE AVAILABLE FROM:
   SIMTEK FENCE
   www.simtekfence.com
   1-(866) 648-9336

3. CONTRACTOR SHALL PROVIDE TURN-KEY INSTALLATION OF FENCE INCLUDING, BUT NOT LIMITED TO: SHIPMENT, HANDLING, ASSEMBLY, PLACEMENT, INSTALLATION, ETC.

4. CONTRACTOR SHALL COORDINATE SHIPPING AND ORDER PLACEMENT WITH PROPOSED CONSTRUCTION SCHEDULE. ALLOW 10-12 WEEKS FROM ORDER PLACEMENT TO SHIPMENT TO SITE.

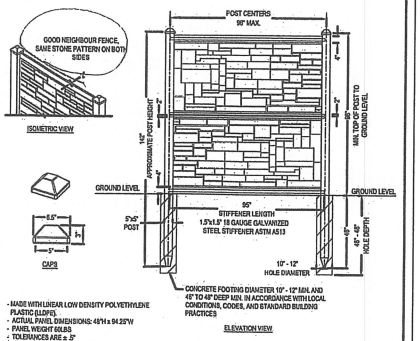
5. CONTRACTOR SHALL ADHERE TO THE MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND ANY OTHER REQUIREMENTS OUTLINED BY THE MANUFACTURER FOR ALL FENCE INSTALLATION.

6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO COMMENCING ANY WORK.

7. THE OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY AND ALL WORK EXECUTED BY THE CONTRACTOR WHICH DOES NOT MEET HIS/HER EXPECTATIONS AND THE MANUFACTURER'S SPECIFICATIONS.

SimTek FENCE

SIM TEK FENCE
1330 WEST 400 NORTH
OREM, UT 84057
TOLL FREE: 1-866-648-9336
PHONE: (801) 655-5236
FAX: (801) 655-5240
www.simtekfence.com



- MADE WITH LINEAR LOW DENSITY POLYETHYLENE PLASTIC (LLDPE)
- ACTUAL PANEL DIMENSIONS: 46"H x 94.25"W
- PANEL WEIGHT 60LBS
- TOLERANCES ARE ± 2"

NOTES:
1. US PATENTS 7,478,797 / 7,535,114 FOREIGN PATENTS PENDING.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 4312-004.

SIMTEK FENCE
MODEL FP96X96 - FENCE PANEL 8' X 8' (TWO STACKED PANELS)

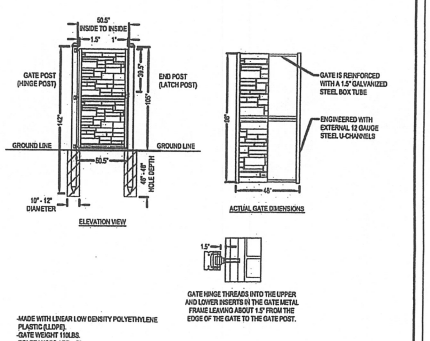
4312-004 REVISION DATE 05/09/2014

PROTECTED BY COPYRIGHT ©2014 CADDETAILS.COM LTD. CADdetails.com

01 FENCE DETAIL
NOT TO SCALE

SimTek FENCE

SIM TEK FENCE
1330 WEST 400 NORTH
OREM, UT 84057
TOLL FREE: 1-866-648-9336
PHONE: (801) 655-5236
FAX: (801) 655-5240
www.simtekfence.com



-MADE WITH LINEAR LOW DENSITY POLYETHYLENE PLASTIC (LLDPE)
-GATE WEIGHT 110LBS.
-TOLERANCES ARE ±5"

NOTES:
1. US PATENTS 7,478,797 / 7,535,114 FOREIGN PATENTS PENDING.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 4312-023.

SIMTEK FENCE
GT96X48: GATE 8' H X 4' W - STEEL REINFORCED

4312-023 REVISION DATE 05/09/2014

PROTECTED BY COPYRIGHT ©2014 CADDETAILS.COM LTD. CADdetails.com

02 GATE DETAIL
NOT TO SCALE

LANDSCAPE DETAILS

GHA
Architecture / Development
Quorum Plaza
14901 Quorum Drive
Suite 300
Dallas Texas 75254
Ph: (972) 239-3884
Fax: (972) 239-5054

CHILI'S JOPLIN
NWC OF RANGE LINE & 15TH STREET
JOPLIN, MO
RESTAURANT #577

chili's

PROTOTYPE 16.5.0 FLIP

Case 010-16

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS–NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION

STATE OF MISSOURI
KORI ANN HAUG
NUMBER LA-2012001041
LANDSCAPE ARCHITECT

02.05.16
KORI HAUG, ASLA, CLARB

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

NO	REVISION
1	02.05.17 SCREEN WALL REVISION

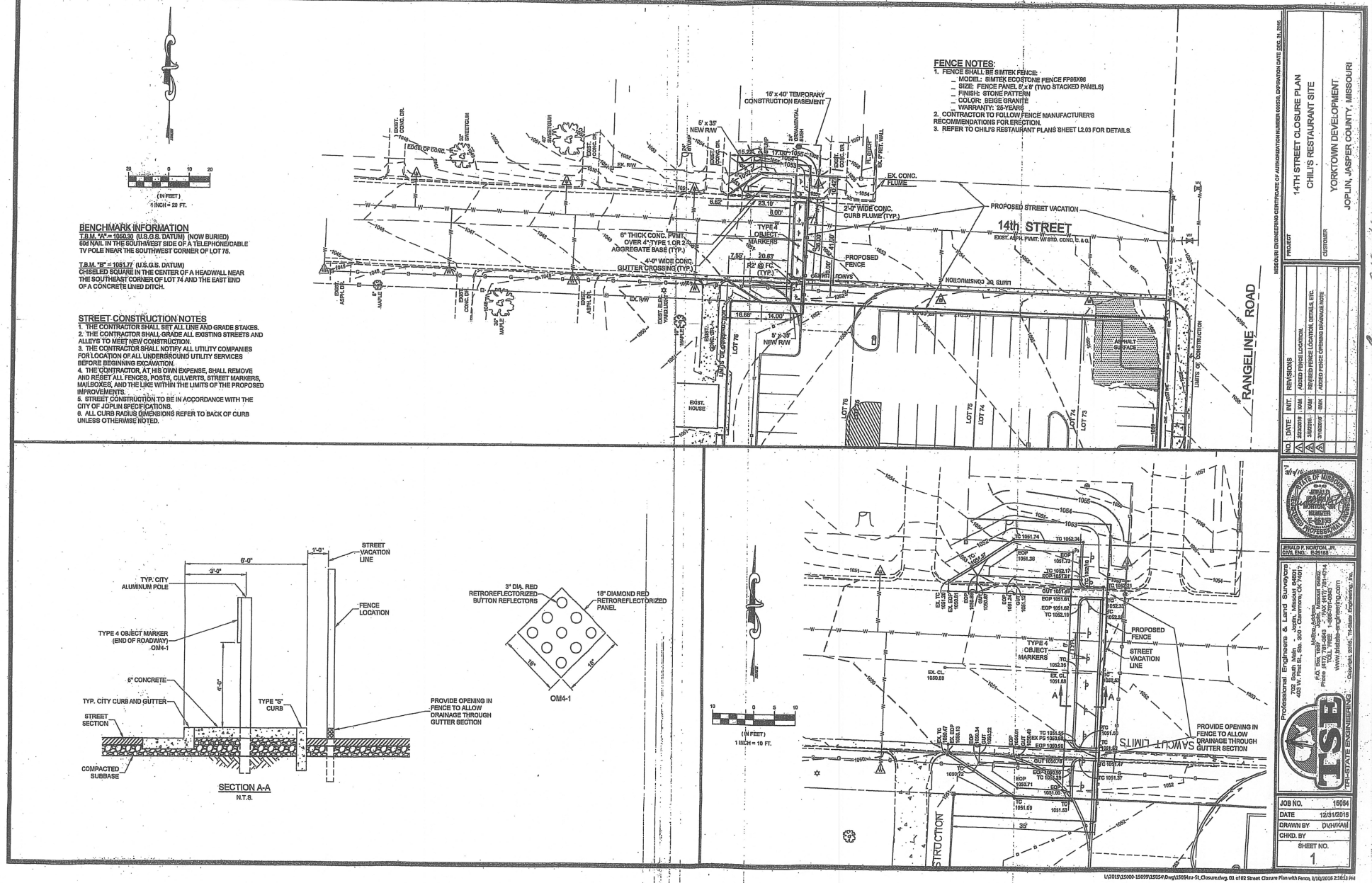
ISSUE FOR CONSTRUCTION 11.24.15
ISSUE FOR BID 10.20.15
ISSUE FOR PERMIT 09.04.15

PROJECT NUMBER
140484.001

SHEET NUMBER
L2.03

ORIGINAL ISSUE DATE – 09.04.15

Saved by: Anna Lee
Saved on: 02.15.16 @ 4:03 PM
Plotted on: 02.15.16 @ 4:05 PM



MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000530, EXPIRATION DATE DEC. 31, 2015

PROJECT	14TH STREET CLOSURE PLAN CHILI'S RESTAURANT SITE
CUSTOMER	YORKTOWN DEVELOPMENT JOPLIN, JASPER COUNTY, MISSOURI

NO.	DATE	INIT.	REVISIONS
1	2/22/2016	MAK	ADDED FENCE LOCATION.
2	3/8/2016	MAK	REVISED FENCE LOCATION, DETAILS, ETC.
3	3/10/2016	MAK	ADDED FENCE EXPANSION DRIVEWAY NOTE.

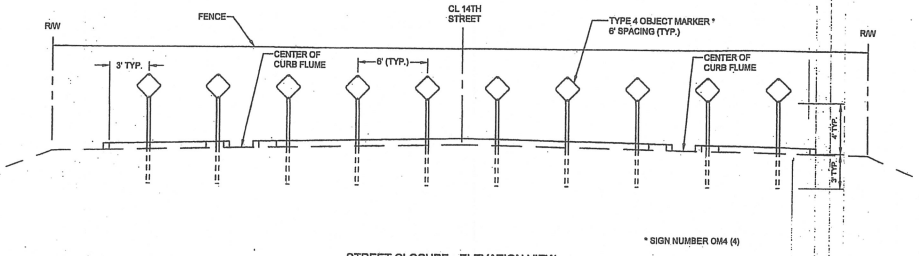
STATE OF MISSOURI
GERALD F. NORTON, JR.
NUMBER E-26195
PROFESSIONAL ENGINEER
GERALD F. NORTON, JR., CIVIL ENG.: E-26195

Professional Engineers & Land Surveyors
TRI-STATE ENGINEERING
403 W. First St., Ste. 300 Joplin, Missouri 64801
P.O. Box 1687 Joplin, Missouri 64802
Phone (417) 781-0464 Fax (417) 781-4714
Jeffrey Adkins jeff@tristate-engineering.com
www.tristate-engineering.com
Copyright 2015, Tri-State Engineering, Inc.

JOB NO.	15054
DATE	12/31/2015
DRAWN BY	DVH/KAM
CHKD. BY	
SHEET NO.	1

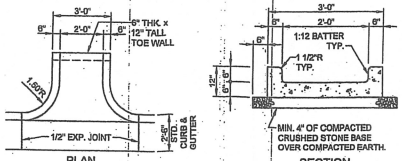
L:\2015\15000-15099\15054\Dwg\15054su-St_Closure.dwg, 03 of 02 Street Closure Plan with Fence, 3/10/2016 2:16:03 PM

Case 010-16

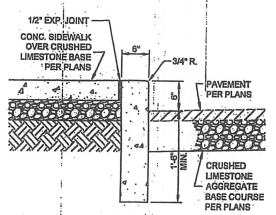


* SIGN NUMBER OM4 (4)

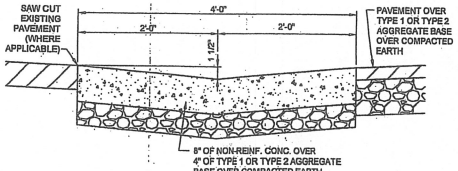
STREET CLOSURE - ELEVATION VIEW
N.T.S.



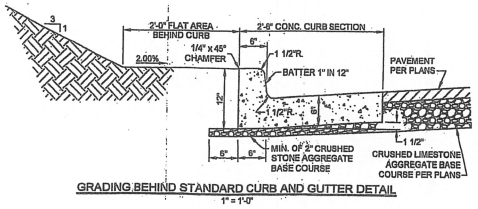
TYP. CURB FLUME
N.T.S.



TYPE "S" CURB DETAIL
N.T.S.



4'-0" GUTTER CROSSING DETAIL
N.T.S.



GRADING BEHIND STANDARD CURB AND GUTTER DETAIL
1" = 1'-0"

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000259, EXPIRATION DATE DEC. 31, 2016

PROJECT
14TH STREET CLOSURE DETAILS
CHILI'S RESTAURANT SITE

CUSTOMER
YORKTOWN DEVELOPMENT
JOPLIN, JASPER COUNTY, MISSOURI

NO.	DATE	INIT.	REVISIONS
1	3/8/2016	KAM	ADDED SEPARATE DETAIL SHEET.

STATE OF MISSOURI
JERALD P. NORTON
NUMBER E-25188
REGISTERED PROFESSIONAL ENGINEER

JERALD P. NORTON, JR.
CIVIL ENG. E-25188

Professional Engineers & Land Surveyors
703 East Broadway, Suite 100 - Joplin, Missouri 64801
403 W. Rte B, Ste. 300 - Bolivar, Missouri 65613
P.O. Box 1697 - Joplin, Missouri 64802
Phone (417) 781-0545 - FAX (417) 781-4714
Phone (417) 777-0545 - FAX (417) 777-0715
www.tristate-engineering.com
Cooperative Service, Innovative Engineering, Inc.
TRI-STATE ENGINEERING

JOB NO.	16054
DATE	3/9/2016
DRAWN BY	KAM
CHKD. BY	
SHEET NO.	2

Case 010-16

L:\2015\15000-15099\15054\Dwg\15054ss_St_Closure_Dtls.dwg, 02 of 02 Street Closure Details, 3/10/2016 11:54:34 AM

Case 010-16: 180 feet of 14th Street West of Range Line Road – A request for vacation of a portion of a street easement – Majzoub Family Limited Partnership.

Mr. Eastman opened the public hearing for Case 010-16.

Ms. Cunningham stated that Brandon Louderback, the City's interim transportation engineer, is present to answer any questions the commissioners may have.

Mr. Mike Mellinger, Mellinger Commercial, 2615 East 36th Street, Joplin, stated the segment of 14th Street to be vacated lies just north of the new Chili's. He showed the commissioners a site plan for the development with the closure of 14th Street. The fencing will connect with Chili's fencing and continue east about 15 feet, and then continuing north across 14th Street.

Mr. Mellinger is asking for the vacation of 14th Street, with that vacation being agreed to between all the parties involved. A neighborhood meeting was conducted two weeks ago, with anyone having property in the general vicinity being invited. About 15 neighbors attended, with the fencing being their main concern. They don't want people walking from one place to the other, with this fencing prohibiting that.

Mr. Duncan asked what O'Reilly Auto Parts think about 14th Street being vacated, and Mr. Mellinger replied they are in favor of the vacation since they own the house behind their property.

Mr. Duncan asked if someone is currently working on that street, and Mr. Mellinger did not believe any work has been done on the street itself. Chili's has done some utility work nearby. They poured one entrance curb that they have to remove since they poured it in the original design opposed to the new design, so that will be corrected shortly. The plan is to have the street vacated prior to their opening date of May 15, 2016.

Mr. Ramsour asked if there is still access from Range Line Road into Chili's or O'Reilly's, and Mr. Mellinger replied that is correct. The City Council asked him to eliminate vehicular traffic going into the residential neighborhood.

Mr. Ramsour stated the portion of 14th Street that is being vacated contains potholes and asked about maintenance. Mr. Mellinger stated Chili's will have a cooperative easement and maintenance agreement with O'Reilly's.

Mr. Eastman asked for comments from the audience.

Mr. Michael Pier, 2915 East 14th Street, Joplin, appeared in favor of vacation of the street. He stated the vacation will decrease the vehicular traffic since Chili's is very popular. They have sufficient parking space for customers and staff, but overflow parking would be along 14th Street if it wasn't vacated. He is in favor of vacating 14th Street adjacent to Range Line Road just for traffic purposes and pedestrian purposes.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 010-16.

MR. DERMOTT MOVED, SECONDED BY MR. SMITH, THAT CASE 010-16 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. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN AND MR. CORTEZ BEING ABSENT (5 IN FAVOR, 2 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES March 21, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean, Morris Glaze; Miranda Lewis; Dan McCreary; Benjamin Rosenberg; William Scearce; Gary Shaw and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Melodee Colbert-Kean Second by Mr. Glaze to excuse Ryan Stanley. Motion carried 7-1 with Mr. Scearce voting no.

PRESENTATIONS

REPORTS AND COMMUNICATIONS
Update on FEMA and CDBG reimbursements by Finance Director Leslie Haase. Finance Director Leslie Haase briefed Council on the FEMA and CDBG reimbursements.
Mayor Seibert told Leslie Haase we are coming up on our five year observance. He said the magnitude of this storm is measured in many ways. We reflect on our loss of lives disrupted, businesses lost, businesses disrupted and now when we can look at it from a financial stand point we again feel the magnitude of what we experienced and every time we revisit that we find those emotions. Those of us that have been here through it all is just --- I'm so very proud. I'm proud of our citizens. I'm proud of our city staff. I'm proud of volunteers, the financial support we received from all over the country and it's just very humbling to look at these numbers and realize the progress, the optimism and the excitement we find within the community that has experienced such a tragic loss. I'm very proud and very honored to live in this city. I'm very proud and very honored to be with the people I serve with. I'm very proud and very honored for our future. And Leslie I just want to say personally I want to thank you very much for all of your efforts. The hours and hours and weekends that you have spent to keep this city on a financial track of recovery. It's been a very, very, long road and we still have more to go and I'm so proud and honored and I want to thank you personally for all your efforts. All the council showed appreciation for Leslie's efforts.

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized. Motion by Mr. Glaze, Second by Ms. Colbert-Kean to add COUNCIL BILL NO. 2016-114 to the Agenda at the end of Emergency Ordinances. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley.

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

CITIZEN REQUESTS AND PETITIONS

Request from Julie Meikle, 3004 Massachusetts, requests to address Council concerning Boats, trailers, and cars parked in the yard. Julie Meikle, 3004 Massachusetts expressed to Council concerns she had with a neighbor parking trailers with boats and canoes all over his yard. The City Manager will pass this on to the City Planning department for review.

Request from Ashley Shiwarski, NLC Service Line Warranty Program, to address council regarding the National League of Cities Service Line Warranty Program. Ashley Shiwarski, NLC Service Line Warranty Program. Ms. Shiwarski presented the Service Line Warranty program to council. Motion by Mr. Shaw, Second by Mr. Glaze to instruct the City Manager to look in to the insurance. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert and Shaw, 6. Nays: 2, McCreary, Rosenberg. Absent: 1, Stanley.

PUBLIC HEARINGS

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

Minutes of the March 7, 2016 Council Meeting

COUNCIL BILL NO. 2016-256-AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-044**

COUNCIL BILL NO. 2016-257 - 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-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-045**

COUNCIL BILL NO. 2016-258 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-046**

COUNCIL BILL NO. 2016-259 - AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-047**

RESOLUTIONS

Mr. Glaze introduced Resolution No. 2016-003- RESOLUTION approving an application for the 2016 TIGER Grant with U.S. Department of Transportation Federal Highway Administration. Motion by Mr. Glaze Second by Mr. Shaw to Approve Resolution No. 2016-003. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Resolution was read as being **Resolution No. 2016-003**

ORDINANCES - EMERGENCIES

Dr. Rosenberg introduced COUNCIL BILL NO. 2016-111-an ordinance approving a Work

Authorization for Allgeier Martin & Associates Inc. for One Million, Three Hundred-Thirty Four Thousand and No/100 Dollars ($1,334,000.00) for Consultant Services for Design and Construction Management of Sanitary Sewer Projects in the Recovery Area and containing an emergency clause. Motion by Dr. Rosenberg, Second by Mr. Scearce that Council Bill No. 2016-111 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-048**

Mr. Glaze introduced COUNCIL BILL NO. 2016-112- an ordinance approving an extension to the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC which commenced on October 1, 2014 and was due to end on September 30, 2015; it was extended six (6) months to March 31, 2016; and now enacting a month to month extension for up to twelve months from April 1, 2016 through March 31, 2017 with the option of continuing the month to month basis should a new agreement not be reached through the bidding process, dealing generally with the collection, hauling and disposal of solid waste from specified city owned buildings and facilities; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2016-112 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-049**

Mrs. Lewis introduced COUNCIL BILL NO. 2016-113 – an ordinance accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing and emergency clause. Motion by Mrs. Lewis, Second by Mr. Glaze that Council Bill No. 2016-113 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Seibert, and Shaw, 5. Nays: 3, McCreary, Rosenberg, and Scearce. The Council Bill failed as an Emergency and therefore Passes on First Reading. The Council Bill is read as being COUNCIL BILL No. 2016-113

Mr. Shaw introduced COUNCIL BILL NO. 2016-361- an ordinance approving the release and termination of a reversionary interest in certain property known as 315 South Cox Avenue and properties generally described as located at the Northwest corner of Railroad Avenue and 2nd Street, and authorizing the City Manager, to execute said Release; and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2016-361 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Rosenberg, Scearce, Seibert, and Shaw, 7. Nays: 1, Glaze. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-050**

Dr. Rosenberg introduced COUNCIL BILL NO. 2016-404- an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Schools in the amount of Four Million Seven Hundred and Fifty Thousand Dollars ($4,750,000.00) to provide funding assistance for the design and construction of an Early Childhood Center and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; and containing an emergency clause. Motion by Dr. Rosenberg, Second by Ms. Colbert-Kean that Council Bill No. 2016-404 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-**

051

Dr. Rosenberg introduced COUNCIL BILL NO. 2016-603–an ordinance approving an agreement between the City of Joplin and Gator Industrial LLC/Jordan Disposal for the demolition of the naval reserve structure(s) and clearing of lot located at 1st Street & Schifferdecker Ave. in the City of Joplin, Missouri, for the amount of One Hundred Forty Thousand and 00/100 Dollars (140,000); providing how the cost thereof shall be paid; and containing an emergency clause. Motion by Dr. Rosenberg, Second by Mrs. Lewis that Council Bill No. 2016-603 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-052**

Mr. Shaw introduced COUNCIL BILL NO. 2016-114–an ordinance approving an agreement with HDR Engineering Incorporated in the not to exceed amount of Fifty-Two Thousand Seven Hundred Sixty-One Dollars, ($52,761.00) for Engineering Services Associated with the 2016 TIGER Grant Application Projects authorizing the City manager to execute the same; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. McCreary that Council Bill No. 2016-114 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Seibert and Shaw, 7. Nays: 1, Scearce. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-052**

ORDINANCES – FIRST READING

Mr. Glaze introduced COUNCIL BILL NO.2016-505-an ordinance repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Glaze, Second by Mrs. Lewis to Pass Council Bill No. 2016-505 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Bill was read as being **Council Bill No. 2016-505.**

Mrs. Lewis introduced COUNCIL BILL NO.2016-506-repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.
Motion by Mrs. Lewis, Second by Mr. McCreary to Pass Council Bill No. 2016-506 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Bill was read as being **Council Bill No. 2016-506**.

Mr. Scearce introduced COUNCIL BILL NO.2016-507- repealing Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other

language changes; and setting a date when this Ordinance shall become effective. Motion by Scearce, Second by Mr. Shaw to Pass Council Bill No. 2016-507 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Bill was read as being **Council Bill No. 2016-507**.

ORDINANCES – SECOND AND THIRD READING

Mr. Glaze introduced COUNCIL BILL NO.2016-604-an ordinance approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation. Motion by Mr. Glaze, Second by Mrs. Lewis to Pass Council Bill No. 2016-604 on Second Reading, Advance to Third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert and Shaw, 7. Nays: 1, McCreary. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-053**

UNFINISHED BUSINESS

NEW BUSINESS:

Motion by Mr. Scearce, Second by Mr. Shaw to name the new Park at 26th and Maiden Lane Mercy Park. Mrs. Lewis indicated even though she was for the name she would be abstaining from the vote because she was an employee of Mercy. Voting in favor were Council Members: Colbert-Kean, Glaze, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. Abstention: 1, Lewis.

Motion by Dr. Rosenberg, Second by Mr. Shaw to name the following citizens to the Use tax committee. Matt Alcorn, Wes Branam, Eric Cirini, Jef Frost, Brad Hodson, Drew Kimble, Karen Plott, Jeff Starkweather, Tim Woodall and Amber Duncan. This group will elect their own Chairman the first meeting. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley.

News from the PIO:

The City of Joplin Historic Preservation Commission is holding a public meeting from 6 p.m. to 7:30 p.m. on Thursday, March 24 at the Joplin Public Library to ask for public comments on the City of Joplin's Historic Preservation Plan. The City is currently in the process of updating this plan, which was first written in 1991 and has not been updated since then. Public input is integral in the process of planning for the preservation of our historic places and stories, so participation from citizens is of special importance. Questions or comments may be directed to: Taylor Cunningham here at the City, by calling 624-0820, ext. 511.

Just a friendly reminder that Joplin Schools are out this week for their Spring Break. We're asking citizens to please be alert to children in their neighborhoods and other areas during the day. And we hope everyone has a safe and enjoyable break from their normal routine.

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 and to discuss leasing, purchasing or

sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021(1) (2) RSMo, as amended, 2015. 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, Second by to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Stanley and Shaw, 9. Nays: 0. Motion by Dr. Rosenberg, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley.

There being no further business the meeting adjourned at 7:42 p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

City Clerk Barbara Hogelin read the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 5:45 p.m. on Tuesday, March 22, 2016 at Joplin City Hall, in the 5th floor study, 602 S. Main. The purpose of the Special Meeting is to hear a follow-up report from the State Auditor's office.

ROLL CALL: PRESENT: Morris Glaze, Miranda Lewis, Dr. Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Absence: 3, Ryan Stanley, Dan McCreary, Melodee Colbert–Kean. Also in attendance were Assistant City Attorney Jordan Paul and City Manager Sam Anselm. Motion by Mr. Glaze, Second by Mrs. Lewis to excuse Ryan Stanley, Dan McCreary, Melodee Colbert–Kean. Voting in favor were Mrs. Lewis, Mr. Glaze, Dr. Rosenberg, Mayor Seibert and Mr. Shaw, 5-1-3, with Mr. Scearce voting no.

State Auditor's office to give a follow-up report.
Paul Harper and Pam Allison from the State Auditor's briefed Council with a follow –up summary outlining findings from their offices including the open records law and since the initial audit report findings show that minutes of work sessions and closed sessions had been kept and that items discussed were allowed. She further noted the city's bidding procedure and that the city is getting ready to implement a change order policy. When the process of the hiring of the city master developer was discussed the city manager and the Mayor both agreed there were no plans for a master developer at this time or in the near future but if so needed proper bidding/consulting would be undertaken before a master developer would be hired.

Respcetfully

Barbara Hogelin, MMC/MPCC
City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 4, 2016

Item: COUNCIL BILL NO. 2016-260
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: 3/14/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 013-16: 350 feet south of the intersection of 32nd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands Plat 2 – Schuber Mitchell Homes.

STAFF SUMMARY:
The Woodlands Final Plat went through the Planning and Zoning Commission in April of 2015 and City Council the following month. However, the engineering and design professionals had an omission in the original plat that needed corrected. The original plat incorrectly located a storm water and sewer easement. In order to keep the project moving along, this portion of the subdivision has been replatted to correct the location of future storm water and sewer improvements.

Because this is the Final Plat, this does require City Council approval.

Staff recommends approval of Case 013-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dan Mitchell, Schuber-Mitchell Homes, requested the review of the final plat for The Woodlands Plat 2.

PUBLIC COMMENT:
None.

P & Z Case 013-16
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-260 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of THE WOODLANDS PLAT 2, located 350 feet south of the intersection of 32nd Street and John Duffy Drive in the City of Joplin, Newton County, Missouri.

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

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

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

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01°52'01" WEST, 1084.47 FEET; THENCE LEAVING EAST LINE, NORTH 85°42'22" WEST, 749.45 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 85°42'22" WEST, 343.20 FEET; THENCE NORTH 10°50'48" EAST, 209.73 FEET; THENCE NORTH 00°20'33" WEST, 9.48 FEET; THENCE NORTH 58°42'14" WEST, 79.81 FEET; THENCE 155.81 FEET ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 29°59'46" EAST, 153.30 FEET; THENCE 20.45 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 41°22'25" EAST, 19.57 FEET; THENCE NORTH 70°38'49" EAST, 119.73 FEET; THENCE 31.42 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 64°21'11" EAST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 19°21'11" EAST, 112.71 FEET; THENCE 36.49 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 13°22'47" EAST, A DISTANCE OF 36.42 FEET; THENCE SOUTH 87°09'46" EAST, 130.62 FEET; THENCE SOUTH 01°52'01" WEST, 186.04 FEET; THENCE NORTH 85°42'22" WEST, 68.50 FEET; THENCE SOUTH 04°17'38" WEST, 126.30 FEET, TO THE POINT OF BEGINNING. CONTAINING 3.23 ACRES MORE OR LESS.

BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: March 14, 2016
City Council Meeting: April 4, 2016

STAFF PLANNING REPORT
Final Plat

CASE 013-16 Final Plat review

NAME OF SUBDIVISION The Woodlands 2

LOCATION: 350 feet south of the intersection of 32nd Street and John Duffy Drive

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1-PD, Planned Single Family Residential

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-O	R-1	R-1	R-1
Land Use	Undeveloped	Undeveloped	Undeveloped	Undeveloped

SUBDIVISION:

Number of lots
10

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
John Duffy Drive	Secondary	60'

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

No.

UTILITIES Utilities are nearby and will be extended to the property.

FLOOD PLAIN Zone X – area of minimal flooding.

STAFF ANALYSIS:

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

Yes.

DISCUSSION

The Woodlands Final Plat went through the Planning and Zoning Commission in April of 2015 and City Council the following month. However, the engineering and design professionals had an omission in the original plat that needed corrected. The original plat incorrectly located a storm water and sewer easement. In order to keep the project moving along, this portion of the subdivision has been replatted to correct the location of future storm water and sewer improvements.

Because this is the Final Plat, this does require City Council approval.

Staff recommends approval of Case 013-16.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

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

Subdivision No.: 013-16
Date Filed:
Date of Meeting: 3-14-16
Fee:
Deposit:

I. Name of Subdivision: The Woodlands Plat 2

II. Name of Owner: Schuber Mitchell Homes, LLC

III. Name of Sub divider: Schuber Mitchell Homes, LLC

IV. Name of Person who prepared the Plat? Jerrod Hogan, PLS

V. Date of Hearing: _____

VI. Location of Property by Streets: John Duffy Dr and Cottage Circle

VII. Present Zoning of Property R-1 PD

VIII. Present Uses of Property Vacant

IX. No. of Acres I Total Tract 3.23 No. of Lots 10

Instructions:

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

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

B. Location of section township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. ✓ ____

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ✓ ____

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ✓ ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning Commission. ✓ ____

I. Building setback lines on the front and side streets with dimensions. ✓ ____

J. Name and address of the registered land surveyor preparing the plat. ✓ ____

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

L. Statement dedicating all easements, streets, alleys, and all other areas are not previously dedicated. ✓ ____

XI. Was the original on Mylar, tracing cloth, or similar material, and were 10 copies submitted? _____ ✓ 10 COPIES SUBMITTE NO MYLARS

XII. Have all acknowledgments been signed? _____ _____

A. Owner or owners and all mortgager. _____ _____

B. Dedications or reservations. _____ _____

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

D. Zoning Administrator and County Collector. _____ _____

XII. Title Opinion:

A. Submitted (Date)_____ _____ _____

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

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

XIV. Deed Restrictions:

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

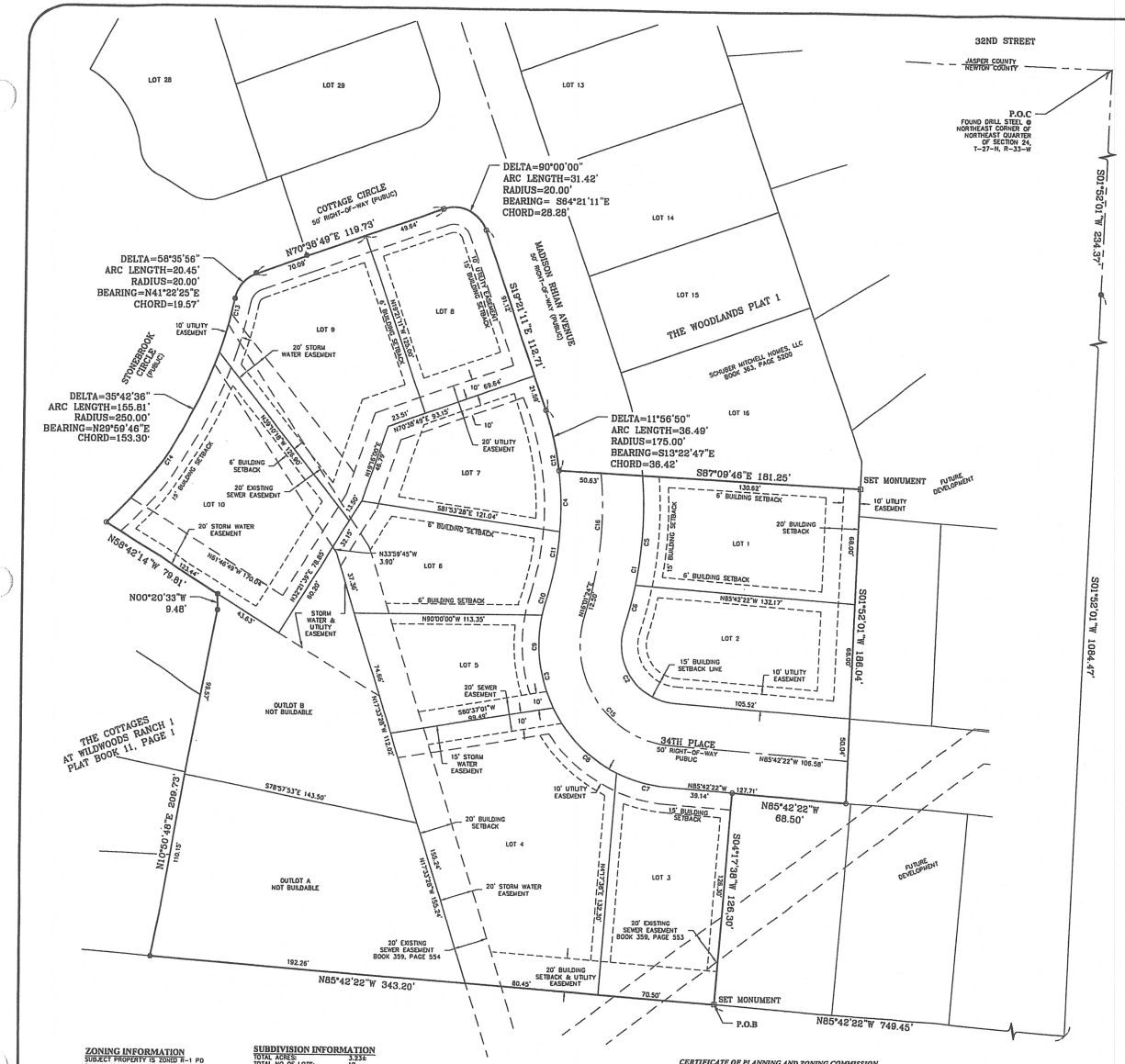
B. If so, has a copy been submitted? _____ _____

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

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

XVI Are additional comments attached? _____ ✓

FINAL PLAT OF THE WOODLANDS PLAT 2
BEING A REPLAT OF LOTS 17-27 THE WOODLANDS PLAT 1 CITY OF JOPLIN, NEWTON COUNTY, MISSOURI





LOCATION SKETCH
SECTION 24
T 27 N, R 34 W
SCALE: 1"=2000'

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

GRID

CURVE TABLE					
CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	22.93°	80.03'	225.00	N6° 21' 01"E	89.43'
C2	103.53°	83.24'	35.00	S33° 56' 47"E	54.98'
C3	103.53°	153.57'	85.00	S33° 56' 47"E	133.52'
C4	11.91°	36.38'	175.00	N1° 27' 02"W	36.32'
C5	16.52°	64.86'	225.00	N3° 08' 41"E	64.63'
C6	6.41°	25.18'	225.00	N14° 36' 29"E	25.16'
C7	21.65°	32.12'	85.00	S74° 52' 55"E	31.93'
C8	37.42°	55.52'	85.00	S45° 20' 45"E	54.54'
C9	38.07°	58.48'	85.00	S7° 35' 57"E	55.44'
C10	6.38°	9.46'	85.00	S14° 37' 29"W	9.46'
C11	13.31°	40.65'	175.00	N11° 09' 34"E	40.56'
C12	23.86°	72.87'	175.00	N7° 25' 26"W	72.35'
C13	7.61°	33.21'	250.00	N15° 58' 47"E	33.18'
C14	28.10°	122.61'	250.00	N33° 48' 05"E	121.38'
C15	103.52°	108.41'	60.00	S33° 56' 47"E	94.25'
C16	20.35°	71.03'	200.00	N4° 03' 34"E	70.65'

SURVEY DESCRIPTION

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01°52'01" WEST, 1094.47 FEET; THENCE LEAVING EAST LINE, NORTH 85°42'22" WEST, 749.45 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 85°42'22" WEST, 343.20 FEET; THENCE NORTH 10°50'48" EAST, 209.73 FEET; THENCE NORTH 00°20'33" WEST, 9.48 FEET; THENCE NORTH 58°42'14" WEST, 79.81 FEET; THENCE 155.81 FEET ALONG A 250.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 29°59'46" EAST, 153.30 FEET; THENCE 20.45 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 41°22'25" EAST, 19.57 FEET; THENCE NORTH 70°36'49" EAST, 119.73 FEET; THENCE 31.42 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 64°21'11" EAST, A DISTANCE OF 28.28 FEET; THENCE SOUTH 19°21'11" EAST, 112.71 FEET; THENCE 36.49 FEET ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 13°22'47" EAST, A DISTANCE OF 36.42 FEET; THENCE SOUTH 87°09'46" EAST, 130.62 FEET; THENCE SOUTH 01°52'01" WEST, 1094.47 FEET; THENCE NORTH 85°42'22" WEST, 68.50 FEET; THENCE SOUTH 04°17'38" WEST, 126.50 FEET, TO THE POINT OF BEGINNING. CONTAINING 3.23 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

OWNER'S CERTIFICATE AND DEDICATION

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

(Signed)_____
DAN MITCHELL

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

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

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY APPROVAL

THIS PLAT OF WOODLANDS PLAT 2, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR ON THE DAY OF _____, 20____, OF JOPLIN, MISSOURI.

ATTEST: _____ MAYOR

_____ CITY CLERK

_____ PUBLIC WORKS DIRECTOR

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

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

_____ RECORDER

_____ DEPUTY

LEGEND

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

ZONING INFORMATION

SUBJECT PROPERTY IS ZONED R-1 PD (RESIDENTAL DISTRICT)

BUILDING SETBACK LINES:
FRONT: 15'
SIDE: 6'
SIDE CORNER LOT: 15'
REAR: 20'

SUBDIVISION INFORMATION

TOTAL ACRES:	3.232
TOTAL NO OF LOTS:	10
CURRENT ZONING:	R-1 PD
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SUBMITTAL DATE:	2-6-16
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 363, PG 5200 & BK 363, PG 5201
PRELIMINARY APPROVAL:	
ACCURACY STANDARD:	URBAN

CERTIFICATE OF PLANNING AND ZONING COMMISSION

THIS PLAT OF WOODLANDS PLAT 2 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 20____

_____ CHAIRMAN

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE MARCH 10, 2016

ANDERSON ENGINEERING, INC. LC 62
by

_____ JERROD L. HOGAN
MO P.L.S. NO. 2004001333

JERROD L. HOGAN
NUMBER PLS-2004001333
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR

3-10-16
DATE

SOURCE OF DEED
SCHUBER MITCHELL HOMES, LLC
BOOK 363, PAGE 5200
BOOK 363, PAGE 5201

DEVELOPER AND OWNER
SCHUBER-MITCHELL HOMES
1621 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

ENGINEER AND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
WAYNE STEPHENSON, P.E.
JERROD L. HOGAN, P.L.S.

ANDERSON ENGINEERING, INC.
ENGINEERS•SURVEYORS•LABORATORIES•DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7339

FIELD:	DATE: 2-4-16	JOP 100-4053
DRAWN: SLM	FIELD BK:	
CHECKED: JLH	JOB NO: 70078-14	SHT. 1 OF 1 REV.

Case 013-16

Case 013-16: 350 feet south of the intersection of 32nd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands Plat 2 – Schuber Mitchell Homes.

Mr. Eastman opened the public comment period for Case 013-16.

Mr. Dan Mitchell, Schuber-Mitchell Homes, 1621 Anderson Drive, Webb City, Missouri, appeared to request the review of the final plat for The Woodlands Plat 2.

Mr. Duncan asked Mr. Mitchell if there are any changes from the preliminary plat, and he replied no.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 013-16.

MR. RAMSOUR MOVED, SECONDED BY MR. DERMOTT, THAT THE FINAL PLAT AS PRESENTED IN CASE 013-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN AND MR. CORTEZ BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-505
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees at Schifferdecker Golf Course.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. The green fees at Schifferdecker Golf Course were increased by $1.50. However, the corresponding senior green fee was not changed. This ordinance will increase the senior green fee by $1.50 as discussed at the budget work sessions during the fee review.

The fee change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-505 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish certain new fees to recover the cost of services provided by the parks department.

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $15.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $18.00 per player per 18 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $11.25 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $13.50 per player per 18 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $600.00 per person per year.

b. Senior citizen single annual pass fee shall be $500.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.75.

c. A single annual pass with unlimited cart use fee shall be $1,225.00 per person per year, if paid in full. The fee shall be $1,337.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,025.00 per person per year, if paid in full. The fee shall be $1,138.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $900.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,525.00, if paid in full. The fee shall be $1,634.00 per family per year, if paid in installments. The fee for an additional unlimited cart use shall be an additional $575.00 per person per year, if paid in full. The additional unlimited cart use shall be an additional $682.00 per person per year, if paid in installments. The terms and conditions of installment payments shall be set by the director of the parks and recreation department.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for leagues.* The green fees for league play shall be $9.75. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(6) *Summer season passes.* The summer season pass fee (25 play pass) shall be $320.00 per person. The pass may be used by such person to play 18 holes of golf twenty-five (25) times.

(7) *Nine-hole twilight green fee.* The nine-hole twilight green fee shall be $9.75 on weekdays and $12.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $2.50 per day.

(9) *Power cart rental.* The power cart rental charge shall be $12.00 per 18 holes per seat. The power cart rental charge shall be $6.75 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such "specials" shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, "Student", "Junior", or "Youth" shall mean any person under the age of 18."

Section 2. That this ordinance shall become effective on May 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
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: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-506
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Parks: Scott Garrie
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain language related to cemetery fees.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. After further review, the parks department has determined that the established time for overtime fees should be changed from 4:00 p.m. to 3:00 p.m. to better coordinate with the work schedules of the cemetery. This will allow for a better recovery of the payroll costs associated with providing these services.

The fee language change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-506 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has established times for overtime fees; and,

WHEREAS, the Council of the City of Joplin desires to change the time for overtime fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space.....$500.00
(2) Grave opening/close.....$400.00
(3) Grave opening/close-Infants.....$100.00
(4) Grave marker (*cost per square inch).....*$0.35
(5) Cremains $125.00
(6) Cremains including set up.....$200.00
(7) Columbarium-Single niche, includes opening/closing and some engraving.....$750.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving.....$1,000.00

(B) An additional charge of $100.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 3:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $100.00 for each additional hour.

(C) City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on May 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
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: MARCH 21, 2016

ITEM: COUNCIL BILL NO. 2016-507
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Public Works Director: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain language related to utilities.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. The language for the sewer connection fee was inadvertently reversed between district sewer and public sewer. This ordinance changes 1(a) to district sewer and 1(b) to public sewer to ensure the appropriate terminology for the related fees.

The fee language change will be effective on May 1, 2016.

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

COUNCIL BILL NO. 2016-507 ORDINANCE NO.

AN ORDINANCE repealing Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes and other language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to make language changes to help ensure effective and efficient operations.

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

Section 1. That Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-235. Permit fee, connection fee, and other sewer fees.

(1) *Fees.*

(a) A sewer reconnection permit and inspection fee of $75.00 shall be charged for any district sewer reconnection service.

(b) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any public sewer reconnection service.

(c) A sewer new connection permit and inspection fee of $200.00 shall be charged for an inside the city new sewer connection service or $300.00 shall be charged for an outside the city new sewer connection service.

(d) An additional connection fee of $1,500.00 shall be charged for each inside the city public sewer tap or $2,500.00 shall be charged for each outside the city public sewer tap, which fee shall be in consideration of the perpetual rights to the use of the public sewer system by the applicant and his successors in interest, however, subject to the conditions, restrictions and

limitations contained in the permit issued therefore. Whenever any person connects with a sanitary sewer and pays a fee, a sanitary sewer tax or special tax bill for constructing a sanitary sewer that is legally levied, and in case his property that is so connected with a sanitary sewer is placed in another sewer district or joint sewer district, he shall be required to pay his proportionate part for constructing the sewer. The previously paid fee shall then be refunded.

(e) There shall be an additional fee of $175.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(f) There shall be an additional sewer riser locate permit fee of $30.00 for city personnel to inspect or locate a sewer connection point to the city sewer main."

Section 2. That this ordinance shall become effective on May 1, 2016.

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

_____ day of _____, 2016.

_____
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: April 4, 2016
Council Bill No. 2016-115
Item: Purchase of Drake –Scruggs Bucket Truck

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2016-115
2) Specification quote for the MoDOT Bid from Drake-Scruggs Equipment Inc.

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

Recommended Action: Approval for the purchase of a Bucket Truck from Drake-Scruggs Equipment Inc. 5500 Ram chassis in the amount of $106,423.00 for the Street Maintenance Division.

Background: In planning for the 2015-2016 budget, the fifteen year old Bucket Truck and the maximum capacity for weight for installing/replacing mast arms and signal heads for traffic signals concerned the city staff. This lead to the recommendation for replacement of the equipment. Historically, the truck replaced by the Street Division will then go to the Airport Division replacing the Bucket Truck there that is a Ford 450 with aerial bucket from 1990. This Bucket Truck is used minimally and more suits the purpose with the capacity.

Discussion: Following the approval of the FY 2015-2016 Operating Budget, city staff used the MoDOT state bid to find a replacement for the Bucket Truck and optimizing options to increase the boom vertical lift and the capacity of the aerial bucket. The decision was made by the Public Works Department to use the state bid to purchase one Bucket Truck from Drake-Scruggs Equipment Inc. in the amount of $106,423.00. This Bucket Truck will replace the one currently being used by the Street Division which will then replace the one being used by the Airport Division. The Bucket Truck at the Airport will then be put in the PWC lot to await the city surplus auction.

Recommendation: City staff recommends that the City accept the bid as described for the purchase of a Bucket Truck and be approved on an emergency basis per Section 2.12 (1 & 4) of the Joplin City Charter due to lead time to assemble and fabricate vehicle aerial lift system with options.

COUNCIL BILL NO. 2016-115 ORDINANCE NO.

AN ORDINANCE approving a purchase order to Drake-Scruggs Equipment Inc. in the amount of One Hundred and Six Thousand, Four Hundred Twenty Three and no/100 Dollars ($106,423.00) 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. Approve the purchase order with Armor Equipment in the amount of One Hundred and Six Thousand, Four Hundred Twenty Three and no/100 Dollars ($106,423.00) in the City of Joplin, Missouri.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (1) and (4) of the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves appropriations to purchase the equipment for this purchase have been approved in the 2015-2016 budget.

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

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Drake-Scruggs Equipment Inc

Distributors of Truck and Utility Equipment

Home Office
2000 South Dirksen Parkway
P.O. Box 2549
Springfield, IL 62708-0000
(217) 753-3871
Fax (217) 753-2760

Branch Office
2107 Plaza Drive
Harrisonville, MO 64701-
(816) 925-0929
Fax (816) 925-0936

MODOT / City of Joplin
Attn: Scott Boyer
2309 Barrett Station Rd.
Ballwin, MO 63021-
Tel. (314) 301-1422
Fax

PO

We are pleased to quote to you, the equipment described below delivered F.O.B., Joplin, MO in accordance with specifications attached:

Quote Number **035516-0**
Per the following specification we are quoting:
Install a Versalift SST-37-EIH aerial unit, Knapheide 7132D54RJ service body and accessories installed on a drake-Scruggs supplied 2017 Ram 5500 chassis.

140-4530-530-8220

*** Total ---------- $106,423.00**
Delivery ARO 390 Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.
Terms are Net 10. This Quote is valid for a period of 365 days from Wednesday, December 16, 2015.
Chassis title to be released to customer after full payment for completed unit is received by Drake-Scruggs Equip Inc.
The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:
Date:_____

PO #

Respectfully Submitted,
Drake-Scruggs Equipment Inc.
Quote Prepared By Nathen Barto

* Check mark to receive $700.00 Prepay Chassis Discount. _____.

Firm Name:_____

By:_____ By:_____
Mark Selhime

Drake-Scruggs Equipment Inc.

Distributors of Truck and Utility Equipment

ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake- Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Aerial

Versalift SST-37-EIH, insulated, telescopic/articulating, end hung aerial device.
FEATURES:
- Standard platform capacity of 300 LBS
- Platform mounted full pressure Unitrol single-stick control with safety trigger and emergency stop.
- Full pressure turret mounted lower controls including override.
- Engine start / stop from platform and lower controls.
- Continuous rotation
- Three gallon per minute, open center system with an operating pressure of 2250 pounds per square inch.
- Fiberglass inner boom and patented ELECTROGARD provide 42" insulation gap fully retracted, meeting ANSI A92.2-1990 requirements for Category C, 46KV and below.
- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.
- Multi-link hose carrier system through booms is standard with the aerial unit.
- Non-lube bearings used at all pivot points is standard with the aerial unit.
- Integral hydraulic oil reservoir with dual sight gauges and 12 gallon capacity is standard with the aerial unit.
- Master / slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Molded rubber boom cradle for SST-37 is standard with the aerial unit.
- White urethane paint is standard with the aerial unit.
- Two operators manuals and two service manuals (in English) is standard with the aerial unit.
- Ansi A92.2-1990 data plate is standard with the aerial unti.
- Tubular rubber platform rest for horizontal stowing is standard with the aerial unit.

180 degree platform rotator. (reduces maximum platform capacity by 50lbs.)

Standard full hydraulic controls on the turret.

Hydraulic tool power at upper controls with quick disconnect fittings.

Closed 24" X 30" platform with one step to curbside.

Plastic liner for 24"x30" platform with molded step.

Platform cover, nylon /vinyl 24" X 30"

Continuous boom rotation.

Manlift platform capacity of 400lbs.

Standard chassis pedestal, 47" height.

Emergency 12v DC hydraulic system.

Standard start/stop at the platform and pedestal.

Start/stop located at the tailshelf.

5 pass collector ring assembly.

Chassis insulating system (lower boom insert) providing 12" insulation gap in all positions.

Rubber, tube type platform support

Full body harness and lanyard (xtra large) ARC flash rated.

Aerial painted standard white

H-frame outriggers between the body and cab.

Outrigger boom interlock system for main outriggers.

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.

PTO and gear pump to power aerial hydraulic system.

Body

Knapheide 7132D54 steel service body including the following:
Overall Length: 132" Overall Width: 94"
Pack Depth: 18" Pack Height: 40"

Streetside Compartmentation:
1st Vertical - Three shelves with dividers.
2nd Vertical - Two shelves with dividers.
Horizontal - "Extends to the rear of the body. Side by side pullout drawers with dividers.
Rear Vertical - Short compartment. Open.

Curbside Compartmentation:
1st Vertical - Three shelves with dividers.
2nd Vertical - Two shelves with dividers.
Horizontal - 9 drawer parts cabinet in the front, one shelf in the rear.
Rear Vertical - Three shelves with dividers.

Additional Features:
- Drop in tailboard at the rear of the cargo area.
- Painted white to match the chassis.
- Compartment interiors painted white.
- Master lock system.
- 24" steel treadplate tailshelf with underbody step and grab handle curbside.
- LED stop/tail/turn and back up lights recessed into the tailshelf.
- Four (4) D-ring tie downs on the cargo floor. Location to be determined at time of order.

Mudflaps installed per state and federal regulations.

Underbody cable step curbside under the tailshelf.

Pool style grab handle curbside of the tailshelf.

Safety Equipment

Ecco SA901 back up alarm.

Triangle reflector kit. Shipped loose.

5 LB - ABC rated, fire extinguisher mounted in the cab if there is no interference.

Two (2) rubber wheel chocks 10" L X 8"D X 5" H with handle

Two (2) Dica model D1818 outrigger pads.

Large ball stainless steel grounding lug mounted at the rear.

Towing Equipment

Acme ICC bumper with pintle plate. Includes D-ring each side and 2"x2" receiver tube. Painted black.

Chassis frame reinforcement for pintle hitch.

Buyers BH-82000, 8 ton combination pintle hitch with 2 inch ball

Pollack 7 spade car end socket. (Plug will be wired to industry standard unless otherwise requested by customer)

Dodge Option

2017 Ram cab chassis. See attached spec.

Certification

Unit certification. Includes dielectric test, stability test, clean and weigh prior to pick up or delivery.

Option 5

4 axis right hand control in lieu of the standard 3 axis controller.

Option 6

Lift eye on outer boom with 500lb capacity.

Option 7

24" X 30" end hung, walk-in platform open to the curbside. Inlcudes left hinged door.

Option 9

120v hydraulic tank heater. Plug location to be determined at pre-paint inspection.

Option 10

Magnum Energy MS2000 pure sinewave inverter. 2000 watt inverter. Location to be determined at pre-paint inspection. Wired to the chassis battery/batteries. Does not include additional batteries.

Option 13

Rear underframe torsion bar and front Timbren load boosters in lieu of the quoted outriggers.

Option 17

TruGuard dielectric isolating system with right hand single stick control. All control handles are isolated and tested per ANSI 92.2 2009. the high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard technology incorporates the use of full hydraulic controls with durable metal handles and linkages.

Option 18

Electroguard. Provides 42" insulation gap fully retracted.

Optional Aerial

Versalift SST-40-EIH, Insulated, end mounted 40' telescopic /articulating aerial platform lift in lieu of the quoted SST-37-EIH.

Warranty Option 2

2 year Extended Warranty

Additional added options

LED Rope lighting top and sides of each compartment. Wired to a switch in the cab.

Ecco model 3455A Signal Bar Kit: LED Safety Director, 9 flash patterns, in-cab controller, 55' cable, LED, 12VDC, amber. Mounted at the rear under the tailshelf.

Six (6) Ecco Model ED3766AC Directional LEDS: Dual color, surface mount 12-24 VDC 12 flash patterns. Amber/clear. Mounted two facing the front on the grill, two facing the rear on the tailshelf and one each side of the body. Wired to a single switch in the cab.

Total for One Unit	**$64,935.00**
Chassis Price	**$41,488.00**
Grand Total	**$106,423.00**

If chassis is paid for at the time of delivery to Drake-Scruggs Equipment Inc., deduct $700.00 from the above total price. *Title will be held until unit is paid in full*

FOB: **Joplin, MO**
State and municipal sales taxes are to be added if applicable.
FET shall be added if applicable.

Replace 1646 Boom Truck

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 4, 2016
Council Bill No. 2016-116

Item: Consulting Work Authorization with Jacobs Engineering for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization JCB-DR2-PAP3-1
2) Council Bill No. 2016-116

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

Recommended Action: Approval of a Consulting Work Authorization with Jacobs Engineering in the not to exceed the amount of $639,976.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". The first partial action plan was approved by HUD and signed on January 16 of 2014. On August 4, 2014 Council Bill No. 2014-160 was approved which approved a General Consulting Services Agreement and a first Work Authorization with Jacobs Engineering. During the presentation of that Council Bill City staff informed Council that future work authorizations will be assigned as the various projects in assigned areas progress towards completion. This work authorization will allow Jacobs Engineering to move forward towards the completion of four projects included in the work authorization.

Discussion: In accordance with the City of Joplin's Procurement policies, Jacobs Engineering was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters in a portion of the recovery area. City staff and the City's CDBG-DR administration & compliance consultant have worked with Jacobs Engineering to prepare this work authorization. This work authorization is for work that will be completed on or before October 1, 2016. There will be additional work

authorizations as the projects move forward. The funding for CDBG Disaster Recovery has a time limitation of 2 years and the partial action plan this work authorization is part of expires on December 4, 2016.

Recommendation: Staff recommends approval of a Work Authorization with Jacobs Engineering in the not to exceed the amount of $639,404.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the recovery area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-116 ORDINANCE NO

AN ORDINANCE approving an agreement with Jacobs Engineering in the not to exceed amount of Six Hundred Thirty Nine Thousand Nine Hundred Seventy Six Dollars, ($639,976.00) for Engineering for Design of Sidewalk, Curb & Gutter and Storm Water in the Recovery Area Projects authorizing the Director of Public Works to execute the same; and containing an emergency clause.

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

Section 1. Approval of an agreement with Jacobs Engineering in the not to exceed amount of Six Hundred Thirty Nine Thousand Nine Hundred Seventy Six Dollars, ($639,976.00) for Engineering for Design of Sidewalk, Curb & Gutter and Storm Water in the Recovery Area Projects in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract with Jacobs Engineering on behalf of the City of Joplin and to administer said contract with all local, state, and federal rules and regulations.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this Council Bill approves an agreement with Jacobs Engineering for engineering services for Design of Sidewalk, Curb & Gutter and Storm Water in the Recovery Area Projects.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Jacobs Engineering Group, Inc. Address: 501 North Broadway ST. LOUIS, MISSOURI, 63101-2131	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Jeff Farah, P.E. SENIOR PROJECT MANAGER	
Department: Public Works		Phone: 314-335-4038	Fax: 314-335-5141
Phone: 417-624-0820 X 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in **WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1** ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in **WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1 WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1** ***Exhibit A***. ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1** ***Exhibit A***.

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in **WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1** ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **WORK AUTHORIZATION NUMBER JCB-DR2-PAP3-1** ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **JCB-DR2-PAP3-1** exceed the sum of **Six Hundred Thirty Nine Thousand Nine Hundred and Seventy Six and 00/100 Dollars ($639,976).**

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

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

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00)for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson, P.E. Stormwater Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Jacobs Engineering Group, Inc.

By: _____

Printed Name: Renee' Ross, P.E.

Title: Manager of Operation

Date: 1/27/2016

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

Work Authorization JCB– DR2–PAP3-1
Exhibit A

Project Name / Description : Work Authorization **JCB-DR2-PAP3-1**
Consultant: Jacobs Engineering Group, Inc.

Engineering Service Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services for the following projects as set forth below:

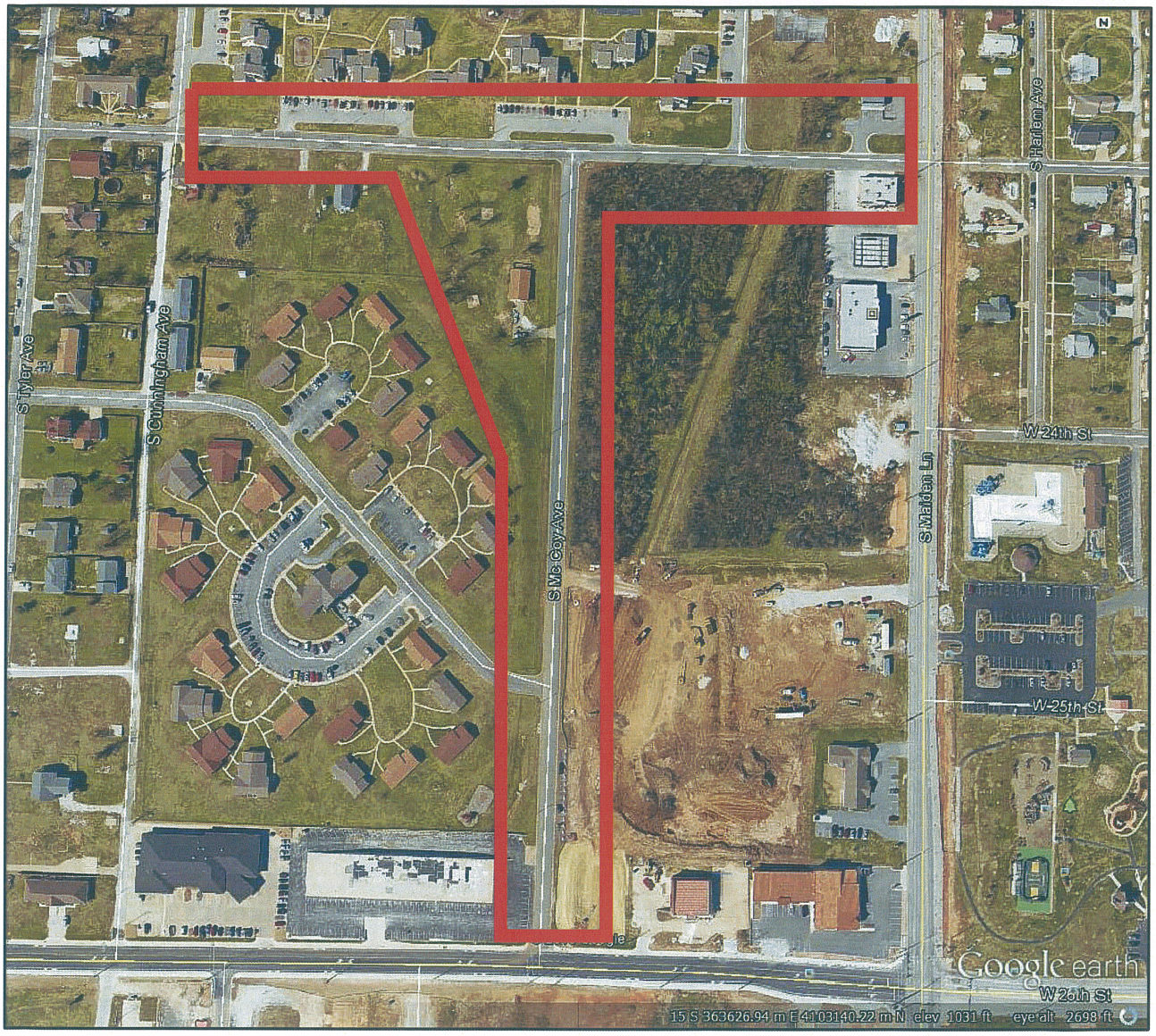
Oliver Drainage Ditch Improvements – Between Oliver Ave. and Cunningham Ave., south of 26th St. - Stormwater Improvements with incidental Street/Land Acquisition Improvements
(this project was initiated in work authorization #1)

McCoy Ave. Stormwater Improvements – Between 23rd and 26th Streets
Stormwater Improvements with incidental Street/Sidewalk/Land Acquisition Improvements
(this project was initiated in work authorization #1)

Sunset Subdivision Drainage Improvements – Sunset South Dr. and Sunset East Dr.
Stormwater Improvements with incidental Street/Land Acquisition Improvements

Mill and Overlay Street Improvements – 18 separate streets widespread through the Yellow Area
Street Improvements

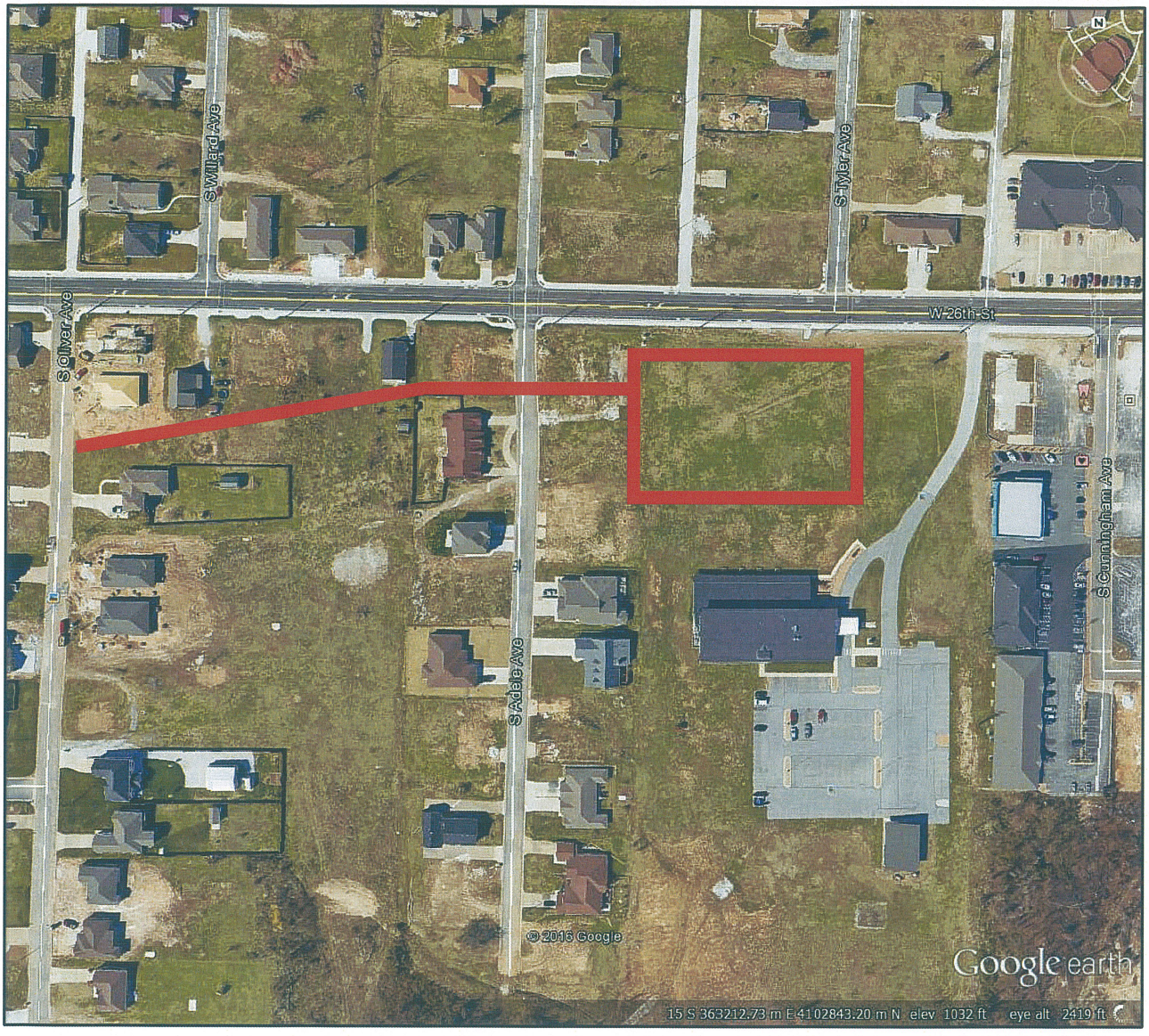
WORK AUTHORIZATION
JCB-DR2-PAP3-1
STORM WATER PROJECTS
MCCOY AVENUE



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

WORK AUTHORIZATION
JCB-DR2-PAP3-1
STORM WATER PROJECTS
OLIVER DRAINAGE DITCH



N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

WORK AUTHORIZATION
JCB-DR2-PAP3-1
STORM WATER PROJECTS
SUNSET DRIVE



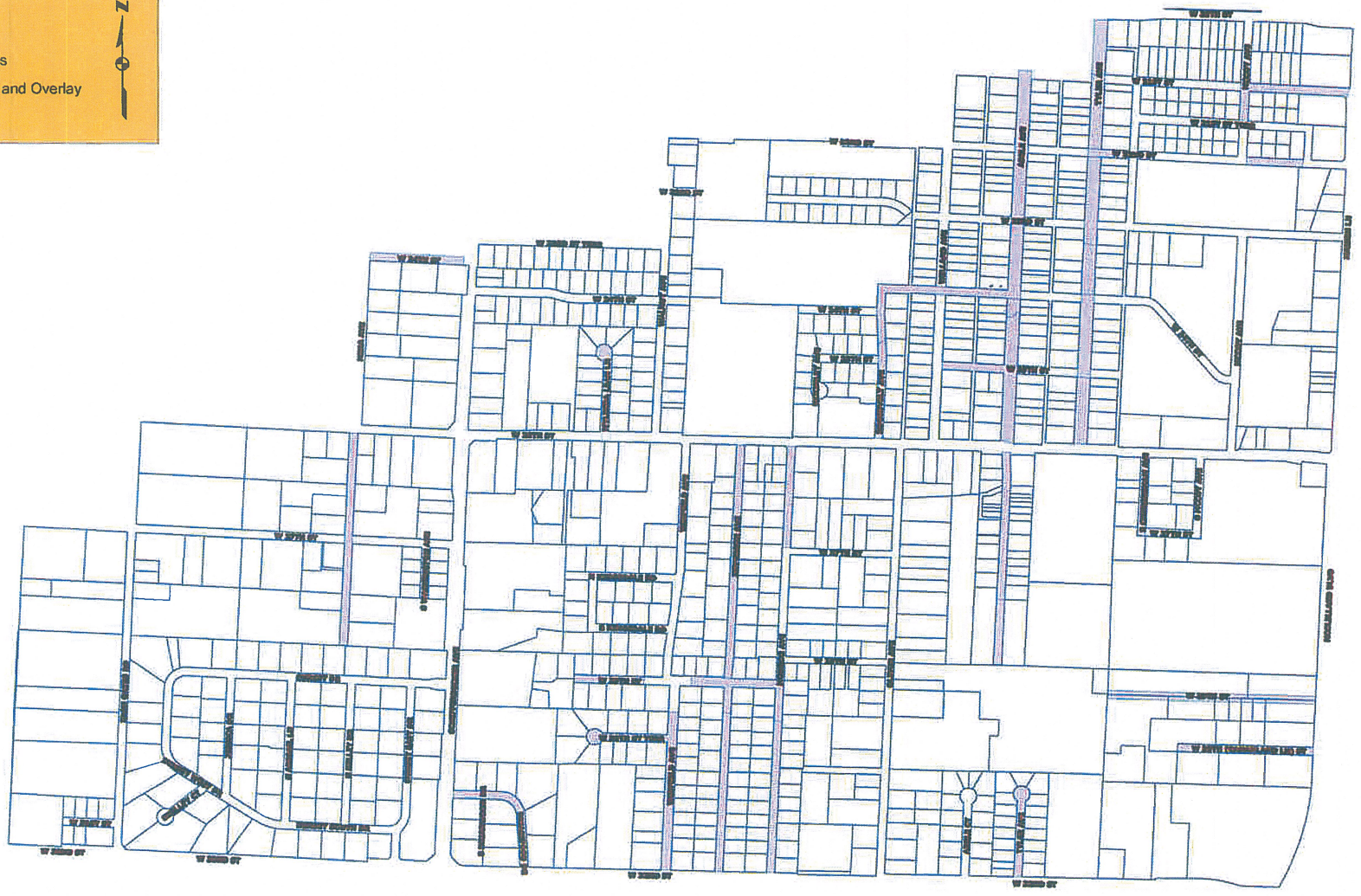
N

JACOBS
501 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102
TEL 314-335-4000 FAX 314-335-5012

FULL SIZE 22x34: 1 inch = 300 feet
HALF SIZE: 11x17 1 inch = 600 feet

Legend
- Parcels
- 2" Mill and Overlay

N



CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	HRGREEN WWW.HRGREEN.COM ADDRESS: 16020 SWINGLEY RIDGE ROAD SUITE 205, ST. LOUIS, MO 63017 PH 636-519-0900 FAX 636-519-0906	JACOBS HRG HRGreen	YELLOW STUDY AREA 2014 STUDY MILL & OVERLAY PROJECTS	EXHIBIT 13-A	SHEET 1 of 1

Introduction

The City of Joplin (CITY) is continuing their infrastructure recovery program to mitigate roadway and drainage problems that have been adversely impacted by the 2011 F5 tornado. The program will be funded from CDGB-DR funds allocated in the second Action Plan of the *Joplin Phase II Recovery Plan.*

The scope of engineering services identified herewith describe professional services related to four (4) specific infrastructure improvement projects that the CITY has defined as qualified projects for CDBG-DR funding. These projects are located within the City's "Yellow Area" which defines the boundary limits of work within this contract. Three of the four defined projects are related to storm water improvements and the remaining project consists of street rehabilitations (mill and overlay) throughout selected areas of the Yellow Area.

Scope of Work

The CITY identified these four projects, in part, on the preliminary studies that the Jacobs Team (Engineer/CONSULTANT) had previously performed for the CITY as part of the first work authorization package relevant to the CDBG-DR funding. The projects are part of several infrastructure projects approved by the City council as CDBG-DR qualified. These four (4) specific projects are identified as:

Storm Water Improvements:

- * Oliver Drainage Ditch – between Oliver Ave. and Cunningham Ave. (south of 26th St.).
- * McCoy Avenue Stormwater Improvements - between 23rd and 26th Streets.
- Sunset Subdivision Drainage Improvements – Sunset South Dr. and Sunset East Dr.

* The CONSULTANT has completed the preliminary design on these two projects under the first work authorization.

Street Improvements:

- Mill and Overlay Street Improvements – Consisting of 18 separate Streets widespread through the Yellow Area.

The Oliver drainage ditch and the McCoy Ave. stormwater improvements are both located within the LMI zone while the Sunset subdivision project is not located in the LMI zone (non-LMI). The mill and overlay street projects are split between the LMI and the non-LMI zones (10 LMI and 8 non-LMI).

Due to the funding restraints for these projects and the federally mandated completion date in 2019, the CITY and the CONSULTANT have agreed to bundle these four projects into one comprehensive bid package that will ultimately be awarded to one (1) prime Contractor. The contract documents (construction plans, specifications and the quantity take-offs) will be individually developed for each subproject. The Contractor will bid on one complete package (containing all four subprojects) with one set of front end documents and one bid tab. This bid tab will separately itemize the quantity take-offs for each of the four subprojects, helping the CITY monitor their LMI versus non-LMI allocations.

The engineering services provided for each of these four subprojects consist of engineering design services (development of construction plans and specifications), including construction procurement assistance. The CONSULTANT's services also include the preparation of property acquisition documents as needed for easements and ROW taking. This task also includes assisting the CITY with the property negotiations.

Compensation

Compensation for the work defined here within Exhibit "A" shall be based upon the NOT TO EXCEED amount of **$639,976** for the design and construction procurement assistance services. Construction support services are excluded from this work authorization.

Please see the table below for summary breakdown of this fee. Additional detail can be provided upon request.

The CONSULTANT's services shall follow the scope of services outlined within the City's standard "Engineering Service Agreement" as identified herewith.

Project Name/Description JCB-DR2-PAP3-1
Consultant Jacobs Engineering Group Inc.

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

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

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

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

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

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase $0.00

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

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

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

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

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

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

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

pg. 9

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

d) Contractor certification and city recommendation:

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

PART 2 – ADDITIONAL SERIVCES

Right of Way Negotiation/Acquisition Services

The Consultant shall be responsible for the following acquisition activities under the Scope of Services for this request. All Right of Way acquisition activities will comply with HUD Uniform Relocation Act, City of Joplin, MoDot and LPA Guidelines unless otherwise indicated.

1. Project Timeline: Coordinate timeline with city staff
2. Right of Way Cost Estimates
3. Titlework/Titlework Updates: Acquire/update title search for each parcel.
4. Preparation/Review of Legal Instruments: Prepare legal documents using standard right-of-way and easement forms.
5. Preparation of Individual Parcel Files: set up and maintain right-of-way acquisition file for each parcel. Send appropriate notices to property owners as requested by funding source and city policy. Prepare detailed Negotiator's Report for each property to include owner information, all contacts, attempted contacts, or other related activity.
6. Appraisals, Updates: Arrange for appraisals and appraisal updates as required. Appraisal formats to be used (value analysis, value finding, short form, detailed appraisal) will be coordinated with city staff.
7. Appraisal Review: Arrange for appraisals review when appraisals are conducted.
8. Acquisition: Contact owners and arrange on site or office meetings to review project or compensation details. Obtain signatures and provide notary services for each required document after agreement has been reached.
9. Preparation of compensation packet – for appropriate city review and payment: Review counter offers, special requests or conditions with city staff.
10. Closings: Obtain signatures and provide notary services for each required document after agreement has been reached. Forward signed documents to city staff. Deliver payment to property owner. Forward file to city staff if agreement cannot be reached with property owner.
11. Project Status Reports: Provide status updates during scheduled project coordination meetings and as requested by city staff.
12. Final File Disposition: Submit electronic copy of Individual Parcel Files to city.
13. Review and understand right of way and engineering construction plans.
14. Attend public meetings on proposed projects at the request of city staff.
15. Set up and maintain right of way acquisition file for each parcel.

16. Send appropriate notices to property owners as required by funding source and city policy.

17. Prepare legal documents using standard right-of-way and easement forms.

18. Review appraisal information and send certified letter of offer to each property owner.

19. Contact owners and arrange on site or office meetings to review project or compensation details.

20. Prepare a detailed Negotiation's Report for each property. Report will include owner information, all contacts, attempted contacts, or other related activity.

21. Review counter offers, special requests or conditions with project manager.

22. Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

23. Signed documents will be forwarded to city staff for appropriate approval, payment processing, and recording.

24. Deliver payment to property owner.

25. In instances that an agreement cannot be reached, file will be forwarded to city staff for review by legal department.

26. Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department.

27. Payment for right of way negotiation services shall be separated into three deliverables as follows:

    1. All services for the preparation of all deed documents, the initial contact with the property owner and the delivery of the first offer upon receipt or proof. Payment will not be made until services have been rendered for properties within the project phases. The consultant may include a not to exceed amount for these services.

    2. All services related to negotiation, preparation reports, and evaluations of counter offers from seller, preparation of counter offers from city and closing proceedings. Payment will not be made until after close or at such time that it is determined that a reasonable agreement cannot be made with the property owner. This determination will be made by the Public Works Director of the City of Joplin. This will be paid on a per monthly basis. The consultant shall document time and expenses for the specific property before payment will be made. The consultant shall estimate the time needed for negotiation based on previous experience and include a not to exceed amount for these services.

    3. Payment for all services related to condemnation proceedings. This shall include preparation of viewing package and any testimony required. This shall be paid on a monthly basis based upon documented time and expenses. The consultant shall allow for

time based upon previous experience and an allowance for such proceeding should be included.

28. The Consultant shall be responsible for the following acquisition activities under the Scope of Services for this request. All Right of Way acquisition activities will comply with MoDot and LPA Guidelines unless otherwise indicated.

    a. Pre-Qualification of Consultant Employees/Subcontractors

Exclusion

The following services are EXCLUDED from the CONSULTANT'S scope of services. Each can be added, per the authorization of the CITY.

- The development of detailed traffic control plans (provided by Contractor).
- The development of erosion control plans (provided by Contractor).
- Construction support services (to be included in future work authorization).
- Overall program management and/or project management for any work outside of the "Yellow Area" CDBG-DR scope of services defined here within this Exhibit A.
- Overall design oversight of other consultants, including, but not limited to design reviews of other consultants and/or contractors.
- All participation in CITY council meetings have been excluded from this scope of services.
- Excluding the one (1) public open house meeting for the showing of all four projects, there is no additional time included within this proposal for public hearings or support for public input to the project.
- Subsurface utility exploration.
- Permit Applications, including permit fees.
- This scope of work does not include the payment of deposits, fees, surcharges, escrows or so forth of any kind including, but not limited to, review and permit fees. This proposal assumes that any payments of that nature will be the responsibility of CITY.
- Printing of mylar plan sets.
- The design for relocation of existing utilities (except storm sewer and sanitary sewer) is not included within this scope. No fee has been allocated for the cost of design of any of relocation of telephone, fiber optic, water, gas, power, or other utilities other than storm or sewer as indicated. Coordination with utility companies is included within this scope of services.
- Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal.
- The scope of work assumes wetland/soil mitigation and archeological/historical/cultural exploration will not be required.
- Right of way acquisition services other than those plans specifically outlined in this proposal.
- Wetland Mitigation / Soil Mitigation Plan.
- Archeological / Historical / Cultural Exploration.
- Retaining wall design.
- Box culvert design.

- Landscaping design.
- Street lighting design.
- Redesign of work following the 100% design & bidding phase. The CITY has stated that they have a fixed budget for these four (4) subprojects though the completion of construction (Total In Costs, TIC). If the construction bids are initially higher than the allotted budgets, then the CITY may have to consider redesigning the subproject(s). The fee for this redesign is hard to estimate at this time and thus, is not included within this proposal.

Assumptions

The following assumptions have been made during the preparation of this Exhibit "A":

- LIDAR information for the "Yellow Area" will be provided to the CONSULTANT by the City prior to the start of work.
- The City's reviews will be completed within a 2 week period.
- CITY and CONSULTANT recognize that the actual time required for regulatory agency and utility service provider review and approval of construction documents is unknown and is beyond the control of either the CITY and/or CONSULTANT. CITY and CONSULTANT recognize that if extended periods of time are required for review, it may have an adverse effect on the progress of the work.
- The scope of work assumes that CITY will provide construction contract agreement forms, the general and supplementary conditions to the construction contract, bid forms, invitations to bid, instructions to bidders, and any other appropriate documents for incorporation into the construction documents.

Qualifications

The following qualifications are noted for clarification of the scope of services presented within Exhibit A.

- The following geotechnical field investigation work has been estimated for this work;
    - 3 boreholes for the Sunset subdivision storm water improvement subproject
    - 54 pavement core samples (over 18 streets) for the mill and overlay subproject.
    - 10 potholes cores for utility verification.
- The preparation of necessary documentation and paperwork required to get right of way and/or easements recorded is limited to 21 parcels.
- Negotiation with property owners for easements and ROW is limited to 8 hours per parcel before the process for condemnation or redesign is triggered. We have estimated 25 parcels. Eight (8) for each the Sunset and McCoy drainage projects and 9 for the Oliver drainage project.
- Work related to condemnation of specific parcels is limited to attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. - Limit 40 hours at $120/hr.
- ROW & Easement Staking – We have assumed 1 day (each) staking for Sunset, Oliver and McCoy drainage projects - 3 days total.

CITY OF JOPLIN - CDBG-DR INFRASTRUCTURE IMPROVEMENTS
WORK AUTHORIZATION JCB-DR2-PAP3-1
YELLOW AREA
Jacobs

DESIGN SERVICES **for the Period 4/1/16 - 9/30/16**

Task	Oliver Ditch Stormwater Improvements (Non-LMI)	McCoy Ave. - Stormwater Improvements (LMI)	Mill & Overlay Improvements (LMI)	Mill & Overlay Improvements (Non-LMI)	Sunset Drainage Improvements (Non-LMI)	Extra Services per City's Std. Eng. Service Agreement	Total
DESIGN	$73,342	$84,430	$62,119	$59,286	$132,579	$107,675	
* Construction Procurement							$32,559
Environment Assessment	$0	$2,551	$2,526	$2,526	$0		
ROW Acquisition and Utility Relocations	$20,340	$27,627	$0	$0	$26,416	$6,000	
design subtotal	$93,682	$114,608	$64,645	$61,812	$158,995	$113,675	$607,417
TOTAL DESIGN SERVICES							**$639,976**

Design includes all expenses, including surveys & geotechincal services

* Construction Procurement services apply to all subprojects

CITY OF JOPLIN MISSOURI

Jacobs Infrastructure Improvements Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1704	**Public Infrastructure Improvements (Jacobs)**	**708 days**	**Fri 4/15/16**	**Wed 1/23/19**	
1705	**Mill & Overlay Projects**	**708 days**	**Fri 4/15/16**	**Wed 1/23/19**	
1706	Project Start	0 days	Fri 4/15/16	Fri 4/15/16	
1707	**Design**	**110 days**	**Fri 4/15/16**	**Mon 9/19/16**	
1708	Project Initiation	0 days	Fri 4/15/16	Fri 4/15/16	1706
1709	Survey	20 days	Fri 4/15/16	Thu 5/12/16	1708
1710	Schematic Design	0 days	Thu 5/12/16	Thu 5/12/16	1709
1711	30% Design Review	20 days	Fri 5/13/16	Fri 6/10/16	1710
1712	Design Development	25 days	Mon 6/13/16	Fri 7/15/16	1711
1713	60% Design Review	5 days	Mon 7/18/16	Fri 7/22/16	1712
1714	Construction Document Development	35 days	Mon 7/25/16	Mon 9/12/16	1713
1715	City Design QA/QC	5 days	Tue 9/13/16	Mon 9/19/16	1714
1716	100% Design Complete	0 days	Mon 9/19/16	Mon 9/19/16	1715
1717	**Environmental Assessment**	**142 days**	**Mon 6/13/16**	**Thu 12/29/16**	
1718	Conduct Environmental Assessment	90 days	Mon 6/13/16	Mon 10/17/16	1711
1719	Prepare Floodplain Review	0 days	Mon 10/17/16	Mon 10/17/16	1718FF
1720	Publish Final Notice of Activity Occuring in a Floodplain	0 days	Mon 10/17/16	Mon 10/17/16	1719
1721	Public Commend Period for Floodplain Review	0 days	Mon 10/17/16	Mon 10/17/16	1720
1722	Address Comments on 8-Step Process	0 days	Mon 10/17/16	Mon 10/17/16	1721
1723	Finalize Environmental Assessment	5 days	Tue 10/18/16	Mon 10/24/16	1722
1724	Prepare/Review Public Notice (FONSI, NOI, RROF)	5 days	Tue 10/25/16	Mon 10/31/16	1723
1725	Publish Public Notice (FONSI, NOI, RROF)	1 day	Tue 11/1/16	Tue 11/1/16	1724
1726	Public Notice Comment Period (NOI/RROF)	15 edays	Tue 11/1/16	Wed 11/16/16	1725
1727	Prepare/Submit RROF to HUD	5 days	Thu 11/17/16	Wed 11/23/16	1726
1728	HUD Approval of RROF	15 edays	Wed 11/23/16	Thu 12/8/16	1727
1729	Address HUD Comments	15 days	Fri 12/9/16	Thu 12/29/16	1728
1730	FONSI/NOI/RROF Complete	0 days	Thu 12/29/16	Thu 12/29/16	1729
1731	Environmental Assessment Complete	0 days	Thu 12/29/16	Thu 12/29/16	1730
1732	**R/W Acquisition and Utility Relocation**	**0 days**	**Thu 12/29/16**	**Thu 12/29/16**	
1733	R/W and Easement Acquisition	0 days	Thu 12/29/16	Thu 12/29/16	1728,1716,1731
1734	Utility Relocations	0 days	Thu 12/29/16	Thu 12/29/16	1733
1735	**Construction Procurement**	**341 days**	**Fri 12/9/16**	**Fri 4/6/18**	
1736	Prepare and Review RFP	15 days	Fri 12/9/16	Thu 12/29/16	1734FF
1737	City Legal Review RFP	7 days	Fri 12/30/16	Mon 1/9/17	1736
1738	Publish RFP (paper and online)	1 day	Tue 1/10/17	Tue 1/10/17	1730,1737
1739	RFP Response Time	21 edays	Tue 1/10/17	Tue 1/31/17	1738
1740	Public Opening	0 days	Tue 1/31/17	Tue 1/31/17	1739
1741	Bid Review	10 days	Wed 2/1/17	Tue 2/14/17	1740
1742	Bid Selection	0 days	Tue 2/14/17	Tue 2/14/17	1741
1743	City Legal Review	7 days	Wed 2/15/17	Thu 2/23/17	1742
1744	City Council Approval of Firm	1 hr	Mon 3/5/18	Mon 3/5/18	2905
1745	Execute Contract and Issue Notice to Proceed	25 days	Mon 3/5/18	Fri 4/6/18	1744
1746	**Construction**	**160 days**	**Mon 4/9/18**	**Tue 11/20/18**	
1747	Construction	160 days	Mon 4/9/18	Tue 11/20/18	1745
1748	Project Closeout	40 days	Wed 11/21/18	Wed 1/23/19	1747
1749	**Oliver Ditch**	**708 days**	**Fri 4/15/16**	**Wed 1/23/19**	
1750	Project Start	0 days	Fri 4/15/16	Fri 4/15/16	
1751	**Design**	**105 days**	**Fri 4/15/16**	**Mon 9/12/16**	
1752	Project Initiation	0 days	Fri 4/15/16	Fri 4/15/16	1750
1753	Survey	20 days	Fri 4/15/16	Thu 5/12/16	1752
1754	Schematic Design	20 days	Fri 5/13/16	Fri 6/10/16	1753
1755	30% Design Review	5 days	Mon 6/13/16	Fri 6/17/16	1754
1756	Design Development	20 days	Mon 6/20/16	Fri 7/15/16	1755
1757	60% Design Review	5 days	Mon 7/18/16	Fri 7/22/16	1756

CITY OF JOPLIN MISSOURI

Jacobs Infrastructure Improvements Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1758	Construction Document Development	30 days	Mon 7/25/16	Fri 9/2/16	1757
1759	City Design QA/QC	5 days	Tue 9/6/16	Mon 9/12/16	1758
1760	100% Design Complete	0 days	Mon 9/12/16	Mon 9/12/16	1759
1761	**Environmental Assessment**	**143 days**	**Mon 6/20/16**	**Fri 1/6/17**	
1762	Conduct Environmental Assessment	90 days	Mon 6/20/16	Mon 10/24/16	1755
1763	Prepare Floodplain Review	0 days	Mon 10/24/16	Mon 10/24/16	1762FF
1764	Publish Final Notice of Activity Occuring in a Floodplain	0 days	Mon 10/24/16	Mon 10/24/16	1763
1765	Public Commend Period for Floodplain Review	0 days	Mon 10/24/16	Mon 10/24/16	1764
1766	Address Comments on 8-Step Process	0 days	Mon 10/24/16	Mon 10/24/16	1765
1767	Finalize Environmental Assessment	5 days	Tue 10/25/16	Mon 10/31/16	1766
1768	Prepare/Review Public Notice (FONSI, NOI, RROF)	5 days	Tue 11/1/16	Mon 11/7/16	1767
1769	Publish Public Notice (FONSI, NOI, RROF)	1 day	Tue 11/8/16	Tue 11/8/16	1768
1770	Public Notice Comment Period (NOI/RROF)	15 edays	Tue 11/8/16	Wed 11/23/16	1769
1771	Prepare/Submit RROF to HUD	5 days	Fri 11/25/16	Thu 12/1/16	1770
1772	HUD Approval of RROF	15 edays	Thu 12/1/16	Fri 12/16/16	1771
1773	Address HUD Comments	15 days	Mon 12/19/16	Fri 1/6/17	1772
1774	FONSI/NOI/RROF Complete	0 days	Fri 1/6/17	Fri 1/6/17	1773
1775	Environmental Assessment Complete	0 days	Fri 1/6/17	Fri 1/6/17	1774
1776	**R/W Acquisition and Utility Relocation**	**240 days**	**Mon 12/19/16**	**Tue 11/21/17**	
1777	R/W and Easement Acquisition	160 days	Mon 12/19/16	Mon 7/31/17	1772,1760
1778	Utility Relocations	80 days	Tue 8/1/17	Tue 11/21/17	1777,1775
1779	**Construction Procurement**	**95 days**	**Wed 11/22/17**	**Fri 4/6/18**	
1780	Prepare and Review RFP	15 days	Wed 11/22/17	Thu 12/14/17	1778
1781	City Legal Review RFP	7 days	Fri 12/15/17	Tue 12/26/17	1780
1782	Publish RFP (paper and online)	1 day	Wed 12/27/17	Wed 12/27/17	1774,1781
1783	RFP Response Time	21 edays	Wed 12/27/17	Wed 1/17/18	1782
1784	Public Opening	0 days	Wed 1/17/18	Wed 1/17/18	1783
1785	Bid Review	10 days	Thu 1/18/18	Wed 1/31/18	1784
1786	Bid Selection	0 days	Wed 1/31/18	Wed 1/31/18	1785
1787	City Legal Review	7 days	Thu 2/1/18	Fri 2/9/18	1786
1788	City Council Approval of Firm	1 hr	Mon 3/5/18	Mon 3/5/18	2905
1789	Execute Contract and Issue Notice to Proceed	25 days	Mon 3/5/18	Fri 4/6/18	1788
1790	**Construction**	**160 days**	**Mon 4/9/18**	**Tue 11/20/18**	
1791	Construction	160 days	Mon 4/9/18	Tue 11/20/18	1789
1792	Project Closeout	40 days	Wed 11/21/18	Wed 1/23/19	1791
1793	**Sunset Drainage**	**708 days**	**Fri 4/15/16**	**Wed 1/23/19**	
1794	Project Start	0 days	Fri 4/15/16	Fri 4/15/16	
1795	**Design**	**120 days**	**Fri 4/15/16**	**Mon 10/3/16**	
1796	Project Initiation	0 days	Fri 4/15/16	Fri 4/15/16	1794
1797	Survey	20 days	Fri 4/15/16	Thu 5/12/16	1796
1798	Schematic Design	25 days	Fri 5/13/16	Fri 6/17/16	1797
1799	30% Design Review	5 days	Mon 6/20/16	Fri 6/24/16	1798
1800	Design Development	25 days	Mon 6/27/16	Fri 7/29/16	1799
1801	60% Design Review	5 days	Mon 8/1/16	Fri 8/5/16	1800
1802	Construction Document Development	35 days	Mon 8/8/16	Mon 9/26/16	1801
1803	City Design QA/QC	5 days	Tue 9/27/16	Mon 10/3/16	1802
1804	100% Design Complete	0 days	Mon 10/3/16	Mon 10/3/16	1803
1805	**Environmental Assessment**	**142 days**	**Mon 6/27/16**	**Thu 1/12/17**	
1806	Conduct Environmental Assessment	90 days	Mon 6/27/16	Mon 10/31/16	1799
1807	Prepare Floodplain Review	0 days	Mon 10/31/16	Mon 10/31/16	1806FF
1808	Publish Final Notice of Activity Occuring in a Floodplain	0 days	Mon 10/31/16	Mon 10/31/16	1807
1809	Public Commend Period for Floodplain Review	0 days	Mon 10/31/16	Mon 10/31/16	1808
1810	Address Comments on 8-Step Process	0 days	Mon 10/31/16	Mon 10/31/16	1809
1811	Finalize Environmental Assessment	5 days	Tue 11/1/16	Mon 11/7/16	1810

CITY OF JOPLIN MISSOURI

Jacobs Infrastructure Improvements Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1812	Prepare/Review Public Notice (FONSI, NOI, RROF)	5 days	Tue 11/8/16	Mon 11/14/16	1811
1813	Publish Public Notice (FONSI, NOI, RROF)	1 day	Tue 11/15/16	Tue 11/15/16	1812
1814	Public Notice Comment Period (NOI/RROF)	15 edays	Tue 11/15/16	Wed 11/30/16	1813
1815	Prepare/Submit RROF to HUD	5 days	Thu 12/1/16	Wed 12/7/16	1814
1816	HUD Approval of RROF	15 edays	Wed 12/7/16	Thu 12/22/16	1815
1817	Address HUD Comments	15 days	Fri 12/23/16	Thu 1/12/17	1816
1818	FONSI/NOI/RROF Complete	0 days	Thu 1/12/17	Thu 1/12/17	1817
1819	Environmental Assessment Complete	0 days	Thu 1/12/17	Thu 1/12/17	1818
1820	**R/W Acquisition and Utility Relocation**	**240 days**	**Fri 12/23/16**	**Wed 11/29/17**	
1821	R/W and Easement Acquisition	160 days	Fri 12/23/16	Fri 8/4/17	1816,1804
1822	Utility Relocations	80 days	Mon 8/7/17	Wed 11/29/17	1821,1819
1823	**Construction Procurement**	**91 days**	**Thu 11/30/17**	**Fri 4/6/18**	
1824	Prepare and Review RFP	15 days	Thu 11/30/17	Wed 12/20/17	1822
1825	City Legal Review RFP	7 days	Thu 12/21/17	Mon 1/1/18	1824
1826	Publish RFP (paper and online)	1 day	Tue 1/2/18	Tue 1/2/18	1818,1825
1827	RFP Response Time	21 edays	Tue 1/2/18	Tue 1/23/18	1826
1828	Public Opening	0 days	Tue 1/23/18	Tue 1/23/18	1827
1829	Bid Review	10 days	Wed 1/24/18	Tue 2/6/18	1828
1830	Bid Selection	0 days	Tue 2/6/18	Tue 2/6/18	1829
1831	City Legal Review	7 days	Wed 2/7/18	Thu 2/15/18	1830
1832	City Council Approval of Firm	1 hr	Mon 3/5/18	Mon 3/5/18	2905
1833	Execute Contract and Issue Notice to Proceed	25 days	Mon 3/5/18	Fri 4/6/18	1832
1834	**Construction**	**160 days**	**Mon 4/9/18**	**Tue 11/20/18**	
1835	Construction	160 days	Mon 4/9/18	Tue 11/20/18	1833
1836	Project Closeout	40 days	Wed 11/21/18	Wed 1/23/19	1835
1837	**McCoy Drainage**	**708 days**	**Fri 4/15/16**	**Wed 1/23/19**	
1838	Project Start	0 days	Fri 4/15/16	Fri 4/15/16	
1839	**Design**	**120 days**	**Fri 4/15/16**	**Mon 10/3/16**	
1840	Project Initiation	0 days	Fri 4/15/16	Fri 4/15/16	1838
1841	Survey	20 days	Fri 4/15/16	Thu 5/12/16	1840
1842	Schematic Design	25 days	Fri 5/13/16	Fri 6/17/16	1841
1843	30% Design Review	5 days	Mon 6/20/16	Fri 6/24/16	1842
1844	Design Development	25 days	Mon 6/27/16	Fri 7/29/16	1843
1845	60% Design Review	5 days	Mon 8/1/16	Fri 8/5/16	1844
1846	Construction Document Development	35 days	Mon 8/8/16	Mon 9/26/16	1845
1847	City Design QA/QC	5 days	Tue 9/27/16	Mon 10/3/16	1846
1848	100% Design Complete	0 days	Mon 10/3/16	Mon 10/3/16	1847
1849	**Environmental Assessment**	**142 days**	**Mon 6/27/16**	**Thu 1/12/17**	
1850	Conduct Environmental Assessment	90 days	Mon 6/27/16	Mon 10/31/16	1843
1851	Prepare Floodplain Review	0 days	Mon 10/31/16	Mon 10/31/16	1850FF
1852	Publish Final Notice of Activity Occuring in a Floodplain	0 days	Mon 10/31/16	Mon 10/31/16	1851
1853	Public Commend Period for Floodplain Review	0 days	Mon 10/31/16	Mon 10/31/16	1852
1854	Address Comments on 8-Step Process	0 days	Mon 10/31/16	Mon 10/31/16	1853
1855	Finalize Environmental Assessment	5 days	Tue 11/1/16	Mon 11/7/16	1854
1856	Prepare/Review Public Notice (FONSI, NOI, RROF)	5 days	Tue 11/8/16	Mon 11/14/16	1855
1857	Publish Public Notice (FONSI, NOI, RROF)	1 day	Tue 11/15/16	Tue 11/15/16	1856
1858	Public Notice Comment Period (NOI/RROF)	15 edays	Tue 11/15/16	Wed 11/30/16	1857
1859	Prepare/Submit RROF to HUD	5 days	Thu 12/1/16	Wed 12/7/16	1858
1860	HUD Approval of RROF	15 edays	Wed 12/7/16	Thu 12/22/16	1859
1861	Address HUD Comments	15 days	Fri 12/23/16	Thu 1/12/17	1860
1862	FONSI/NOI/RROF Complete	0 days	Thu 1/12/17	Thu 1/12/17	1861
1863	Environmental Assessment Complete	0 days	Thu 1/12/17	Thu 1/12/17	1862
1864	**R/W Acquisition and Utility Relocation**	**240 days**	**Fri 12/23/16**	**Wed 11/29/17**	
1865	R/W and Easement Acquisition	160 days	Fri 12/23/16	Fri 8/4/17	1860

Jacobs Infrastructure Improvements Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1866	Utility Relocations	80 days	Mon 8/7/17	Wed 11/29/17	1865,1848,1863
1867	**Construction Procurement**	**91 days**	**Thu 11/30/17**	**Fri 4/6/18**	
1868	Prepare and Review RFP	15 days	Thu 11/30/17	Wed 12/20/17	1866
1869	City Legal Review RFP	7 days	Thu 12/21/17	Mon 1/1/18	1868
1870	Publish RFP (paper and online)	1 day	Tue 1/2/18	Tue 1/2/18	1862,1869
1871	RFP Response Time	21 edays	Tue 1/2/18	Tue 1/23/18	1870
1872	Public Opening	0 days	Tue 1/23/18	Tue 1/23/18	1871
1873	Bid Review	10 days	Wed 1/24/18	Tue 2/6/18	1872
1874	Bid Selection	0 days	Tue 2/6/18	Tue 2/6/18	1873
1875	City Legal Review	7 days	Wed 2/7/18	Thu 2/15/18	1874
1876	City Council Approval of Firm	1 hr	Mon 3/5/18	Mon 3/5/18	2905
1877	Execute Contract and Issue Notice to Proceed	25 days	Mon 3/5/18	Fri 4/6/18	1876
1878	**Construction**	**160 days**	**Mon 4/9/18**	**Tue 11/20/18**	
1879	Construction	160 days	Mon 4/9/18	Tue 11/20/18	1877
1880	Project Closeout	40 days	Wed 11/21/18	Wed 1/23/19	1879

HRGreen

November 11, 2015

Mr. Jeff Farah P.E., P.Eng
Senior Project Manager
JACOBS
One Financial Plaza
501 North Broadway
Saint Louis, Missouri 63102

RE: Contract Rates by Classification
Joplin Disaster Relief Project

Dear Mr. Farah,

HR Green, Inc. is pleased to be taking part in the ongoing disaster relief efforts in the City of Joplin, and pleased to be working with JACOBS to complete construction documents for the "Yellow Area" of the tornado zone. Accordingly, we would like to present the contract rates to be used by HR Green staff for the second work order of the project:

	Rate from 1/1/16 thru 12/31/16 (per hour)	Rate from 1/1/17 thru 12/31/17 (per hour)
Classification		
Principal:	$239.00	$246.00
Senior Professional:	$186.00	$192.00
Professional:	$154.00	$159.00
Junior Professional:	$106.00	$109.00
Senior CAD Technician:	$111.00	$114.00
Technician:	$91.00	$94.00
Administrative:	$69.00	$71.00

Should you have any questions about the information contained herein, please don't hesitate to contact me directly at (636) 812.4209, by cell phone at (314) 974.0229, or by email at jdohrmann@hrgreen.com.

Sincerely,
HR GREEN INC.

Jason S. Dohrmann, PE
Regional Director – Transportation / St. Louis Site Leader

HRGreen.com
Phone 636.519.0990 Fax 636.519.0996 Toll Free 800.728.7805
16020 Swingley Ridge Road, Suite 120, Chesterfield, Missouri 63017

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 4, 2016

ITEM: COUNCIL BILL NO. 2016-452

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: WIC LOCAL AGENCY NUTRITION SERVICES, PROGRAM SERVICES CONTRACT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Program Services Contract Amendment to the current WIC Program Contract between the Missouri Department of Health and Senior Services and the Joplin City Health Department.

DISCUSSION:
This contract amendment provides up to $2,000 for the city WIC program to participate as a user test site for a new application of the state WIC software system dealing with eWIC, or the implementation of the use of EBT smart cards . As a super user test site, staff will test the use of the new system, identify issues with the system, and advise the state on policies and procedures to address the issues. Funding will cover costs for training and travel associated with the test project.

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

COUNCIL BILL NO. 2016-452 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract for WIC Local Agency Nutrition Services, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive additional funds for User Acceptance Testing Training, for up to Two Thousand Dollars, no Cents, ($2,000.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, providing for WIC User Acceptance Testing Training, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing revenues and appropriations by up to Two Thousand Dollars, No Cents ($2,000.00).

Section 3. That the City Finance Director is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations and revenues.

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and there is a time limitation on use of the funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 4th day of April, 2016, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
41550	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2015	9/30/2016	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
ERS04516100		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)		DUNS NUMBER
*****0196		010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

Amendment #02 To Contract #ERS04516100

CONTRACT TITLE: WIC Local Agency Nutrition Services

CONTRACT PERIOD: October 1, 2015 through September 30, 2016

The Department of Health and Senior Services hereby desires to amend the above-referenced contract.

1. Delete Section 1.3 in its entirety and replace with revised Section 1.3 as follows:

   1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

   Program Name: Bureau of WIC and Nutrition Services
   Address: 930 Wildwood Drive, Jefferson City, MO 65109
   Phone: 573-751-6204
   Email: WICOperations@health.mo.gov

2. Increase funding for User Acceptance Testing (UAT) Training (Special Funding 9).

3. Delete the Budget Page, Attachment C, in its entirety and replace with the revised Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $13.50 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$13,979.00
2. WIC Breastfeeding Peer Counselling (Special BFPC Funding 2, Attachment E)*	$26,304.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. Program for Dietetic Interns (Special Funding 4, Attachment F)*	$0.00
5. Administrative Services (Special Funding 6)*	$0.00
6. User Acceptance Testing (UAT) Training (Special Funding 9)	$2,000.00

*only for approved LWP's

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	41550	**State:** 0%	$0.00	**Federal:** 100%	$632,985.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2015	**Contract End:** 9/30/2016	**Amend#:** 02	**Contract #:**	ERS04516100
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 10.557 **Research and Development:** N
CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: *
Federal Award Name: WOMEN INFANTS AND CHILDREN
Federal Award Year: 2015 **DHSS #:** 16WICSPNDFWD **Federal Obligation:** $2,000.00

CFDA: 10.557 **Research and Development:** N
CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO700804-2015
Federal Award Name: WIC BREASTFDNG PEER COUNS(O)
Federal Award Year: 2015 **DHSS #:** 16BRSTFEDWIC **Federal Obligation:** $26,304.00

CFDA: 10.557 **Research and Development:** N
CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN
Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE
Federal Award: 3MO700704-2016
Federal Award Name: WOMEN INFANTS & CHILDREN
Federal Award Year: 2016 **DHSS #:** 16WIC **Federal Obligation:** $604,681.00

*** The Department will provide this information when it becomes available.**

Project Description:

Contract agreements with Local Women, Infants, and Children (WIC) Providers in Missouri to provide WIC and Nutrition Services to participants.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 4, 2016

ITEM: COUNCIL BILL NO. 2016-451

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Police Chief: Matt Stewart
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This council bill would authorize a change to the animal control codes clarifying the authority for animal control or police department staff to enter vehicles to remove animals in distress.

DISCUSSION:

The animal control program regularly receives calls, especially during the summer months, about animals being left alone in parked cars on public or private property. Callers express concern about the condition of the animal until owner returns. Animal control responds to and investigates each call to check on the welfare of the animal. In most situations, the car is gone upon the animal control officer's (ACO) arrival at the scene. In a large percentage of remaining calls, the car owner returns within a few moments of the ACO arrival. If the animal appears to be ok, the owner is warned about the dangers of such an action and is allowed to leave with the animal. If the animal appears to be in significant distress, usually from heat, the ACO can impound the animal for evaluation by the Joplin Humane Society or a veterinarian and/or issue a citation for animal abuse.

In a small percentage of calls the owner does not return to the car in a short period. The ACO must attempt to determine if it is appropriate to remove the animal from the vehicle based on the animal's apparent condition. Staff does not believe the current code adequately delineates this authority to act in these situations. Further, the suggested code change would be easier to communicate to the general public about their responsibilities for protection of their pets in these situations.

The suggested code change would be a simple addition to the Animal Abuse and Neglect section of the code.

Animal Control and Police Dept. staff reviewed many other city/state ordinances to arrive at the suggested change. The Health Board reviewed and approved the proposed change.

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

COUNCIL BILL NO. 2016-451 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by adding language to Sec. 18-5 Animal Abuse and Neglect, clarifying authority for addressing animals left in automobiles.

WHEREAS, the Joplin Health Department, Animal Control Program regularly receives complaints about animals left in automobiles during stressful temperature conditions, and

WHEREAS, animals left in automobiles without adequate ventilation during periods of heat or cold can result in physical damage or death of the animal.

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

Section 1. That Section 18-5. Animal Abuse and Neglect of Article I. General, of Chapter 18 Animals of the Joplin City Code be amended by adding a new section to read as follows:

"Sec. 18-5. Animal Abuse and Neglect.

…

(d) Animal Abuse-Penalties.

(1) A person is guilty of animal abuse when a person:

a. Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from this ordinance without legal excuse or justification;

b. Purposely or intentionally causes injury or suffering to an animal without legal excuse or justification;

c. Has ownership or custody of an animal and knowingly fails to provide adequate care or adequate control;

d. Causes an animal to be carried, moved or kept in or upon any vehicle in a cruel or inhumane manner;

e. Teases or torments an animal in a fashion so as to make such animal mean or aggressive; or

f. Confines an animal in a motor vehicle under conditions likely to cause suffering, injury, or death to the animal due to heat, cold, lack of adequate ventilation, or under other endangering conditions.

1. In order to protect the health and safety of an animal, any law enforcement officer or animal control officer, who has probable cause to believe that an animal is confined in a motor vehicle under conditions stated above, may enter the motor

vehicle by any reasonable means under the circumstances, which may include the breaking of a window, after making a reasonable effort to locate the owner or other person responsible for the animal.

2. **A notice shall be placed on the vehicle, in a secure and conspicuous location on or within the motor vehicle, bearing the law enforcement/animal control officer's name and office, and the address of the location where the animal may be retrieved. The owner may retrieve the animal only after payment of all charges that have accrued for the maintenance, care, medical treatment, and impoundment of the animal and only if otherwise allowed by this code.**
3. **Nothing in this section shall be construed to apply to the transportation of horses, cattle, sheep, swine, poultry, or other livestock.**

(2) Animal abuse is punishable pursuant to section 1-5."

…

Section 2. This ordinance shall become effective from and after May 9, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2016.

_____
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: March 21, 2016

Item: COUNCIL BILL NO. 2016-113
Originating Department: PUBLIC WORKS DEPARTMENT

Attachments:
1) Exhibit A - Invitation for Bids; IFB #200-2016
2) Exhibit B - Bid Submittal of Allied Services, LLC d/b/a Republic Services of Galena
3) Council Bill 2016-113

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

Recommended Action: Accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station.

Background: On April 1, 2004, the City started the residential trash franchise, which included a City-subsidized transfer station bulky items drop off portion, and signed an agreement with American Disposal, now known as Republic Services. There were many extensions and amendments to the agreement including changes to the transfer station portion. The current Republic Services agreement that includes the transfer station portion (Ordinance No. 2010-180) will expire on March 31, 2016. In order to make the November 2015 request for proposal for Solid Waste Collection Services (RFP #101-2016) fair to all proponents, the transfer station portion was omitted from the requirements. The City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016.

Discussion: On March 10, 2016 two bids were received from Allied Services, LLC d/b/a Republic Services of Galena, one responsive and the other not responsive to the Invitation for Bids. The non-responsive bid excluded the requirement to have the transfer station open at least four (4) hours on Saturdays.

This Council Bill accepts the responsive bid of Allied Services, LLC d/b/a Republic Services of Galena for authorized residents to deliver directly to the transfer station up to 2,000 pounds of bulky items, limited quantities of construction/demolition debris, brush and tree limbs, and tires. The Invitation for Bids stipulated that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services will begin April 1, 2016.

The bid shall be valid for a period of three years, with an option for two additional one year extensions at the discretion of the City. The City reserves the right to modify and amend the terms and conditions of the bid throughout the term upon written authorization of both the City and Allied Services. Unit prices shall be permitted to escalate no more than 1% per year. City pays half and the resident pays half of the pricing listed below:

Bulky Items:	
Car or pick-up truck	$20.00 per load
Trailer less than 8 feet in length	$20.00 per load
Trailer 8 feet or more in length	$26.00 per load
Tires – with a limit of 5 per vehicle, per trip	$ 9.00 per tire
Limbs and Brush:	
Car or pick-up truck of limbs and/or brush	$34.00 per load
Trailer less than 8 feet in length	$34.00 per load
Trailer 8 feet or more in length	$48.00 per load

Days and Hours of Operation will be: (exclusive of certain holidays)

Monday thru Thursday: 8:00 AM till 2:30 PM (closed from 11:30 till 12:00 for lunch)
Saturday: 8:00 AM till 12:00 (noon)

Recommendation: Staff recommends approval of Council Bill 2016-113 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BID #200-2016

THIS IS NOT AN ORDER

RETURN TO:

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

Date Issued: February 21, 2016
Owner's Representative Email: nheather@Joplinmo.org
Telephone Number: 417-624-0820, ext. 500
Fax Number: 417-625-4738
DUE DATE: MARCH 10, 2016

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DEPARTMENT OF PUBLIC WORKS PRIOR TO **3:00 P.M. ON MARCH 10, 2016.** Bids will be opened by the City at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- ***FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.***

You are invited to submit your bid to furnish the services described herein.

DESCRIPTION

The City of Joplin desires to enter into an agreement with a licensed waste disposal transfer station that provides disposal services of bulky waste, limited quantities of construction/demolition debris and brush and tree limbs for the authorized residents of the City of Joplin. The resident shall deliver the waste directly to the transfer station. The agreement will stipulate that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services are expected to begin on April 1, 2016.

See attached General Conditions, Specifications, and Bid Form for detailed information.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Department of Public Works if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Department of Public Works not later than three (3) days prior to the bid opening date.

CITY OF JOPLIN
INSTRUCTION TO BIDDERS

01. Opening Location
The Bids will be opened at the City of Joplin, Department of Public Works, 602 S. Main, Joplin, MO 64801 in the presence of Public Works officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements
Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Department of Public Works for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Public Works office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Department of Public Works and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked
If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

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

04. Legal Name and Signature
Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections
No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda
Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Department of Public Works in writing or through email. The Department of Public Works shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Department of Public Works at phone number 417-624-0820, ext. 500, to determine if addenda were issued and to make such addenda a part of their Bid.

07. IFB Expenses
All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer
Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder
To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights
The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit
The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit

will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law
All applicable laws and regulations of the State of Missouri and the City including the City Purchasing and Procurement Policies and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Purchasing and Procurement Policies and Procedures.

13. Right to Protest
Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City of Joplin Director of Finance.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Collusion
By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

a. *Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*

b. *Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*

c. *No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*

d. *The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*

e. *No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

15. Contract Forms
Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

16. IFB Forms, Variances, Alternates
Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.

17. Bid Form
All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

18. Modifications or Withdrawal of Bid
A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

19. No Bid
If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

20. Errors In Bids
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

21. Prices Bid
Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

22. Payment
Payment shall be monthly for services provided during the preceding month and will, in every case, be supported by a suitable invoice.

23. Deviations to Specifications and Requirements.
Failure of any bidder to furnish the data requested in the IFB, may be cause for rejection of the bid. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and not accepted in writing by the City may be grounds for termination of the contract.

24. Awards

a. *As the best interest of the City may require, the right is reserved to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*

b. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

c. *Vendors/companies other than the one presenting the lowest and best bid, shall have the option of entering into an agreement with the City; said agreement being in substantial conformance with the agreement with the lowest and best Bidder, provided any and all such additional agreements shall stipulate the same schedule of fees as that of the lowest and best bid.*

25. Regulations
It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Local, State and Federal rules, regulations, or other requirements, as each may apply.

26. Termination of Award
Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

27. Royalties and Patents
If applicable to this IFB, the successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

28. Equal Employment Opportunity Clause
The City of Joplin, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

29. Bid Tabulation
Bidders may request a copy of the bid tabulation of the Invitation for Bid.

30. Budgetary Constraints
The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

31. Order of Precedence
Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

32. Affidavit for Service Contracts
The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Joplin affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

CITY OF JOPLIN
GENERAL TERMS AND CONDITIONS
IFB #200-2016

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

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

4. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

5. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

6. **Contract Documents:** The agreement between the City of Joplin and the Contractor shall consist of (1) the Council Bill which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and

such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. The Contractor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

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

10. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

11. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

12. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

13. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

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

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

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

17. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

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

19. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

20. **Entire Agreement:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.

21. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

CITY OF JOPLIN
SPECIFICATIONS
IFB #200-2016

1. Reports and Data to be provided to the City
    a. Monthly reports of the number of residents served and tonnage of waste (by category) received shall be submitted to the City by the 10th of the following month.
    b. A copy of the log of customers served; the log shall contain the customer name, address, date, time and type of waste being disposed of.

2. Hours of Operation: (Minimum requirement)
    a. Must have facility open at least four (4) hours on Saturday's
    b. Must be open five (5) days per week (the required partial Saturday may be counted as one (1) day)
        i. Vendor shall provide as part of their bid, their proposed operating schedule.
        ii. Vendor shall be open on the days established, unless a designated holiday falls on one of those days. If the holiday falls on a Monday, the transfer station may be closed the prior Saturday.
            1. Designated Holidays are defined as:
                a. New Year's Day
                b. Memorial Day
                c. Independence Day
                d. Labor Day
                e. Thanksgiving Day
                f. Christmas Day
        iii. Vendor to provide ample notice of closing of what would normally be a day to be open.
    c. Daily operating hours can be set by Vendor provided residents have at least six (6) hours per day, (4 hours on Saturday) between 0700 and 1800 (7:00 AM and 6:00 PM), available for delivery of residential waste.
        i. Vendor to provide as part of their bid, their proposed operating hours.

3. Validation of Residency:
    a. An authorized resident is defined as a City of Joplin resident that can produce, for validation, both a personal identification and documentation that they are a paying residential customer for trash services on a City of Joplin utility statement.
    b. Vendor shall be required to validate the customer is an authorized resident; the resident must provide a copy of their City of Joplin residential utility statement reflecting the "trash charge", along with a **second** form of identification and sign a log maintained by the Vendor.
    c. Commercial/Industrial businesses are not eligible for this service.

4. Method of Payment by Resident:
    a. Vendor should provide the residents with at least two (2) means of payment, i.e. cash, check, credit card, etc.

5. Distance to Transfer Station:
    a. Any transfer station within a ten (10) mile radius of the intersection of 6th and Main in Joplin, Missouri shall be invited to submit a bid.

6. Payment to Vendor:
    a. The City shall pay an amount equal to one-half (1/2) of the quoted price on the bid proposal form; the Resident shall be responsible for the remaining one-half (1/2) of the quoted price and shall be collected by the successful vendor.

    b. The successful Vendor shall submit an invoice by the 10th of the month following the month services have been provided and payment shall be made within fifteen (15) business days.

7. Term:
    a. The term of this agreement shall be for a period of three (3) years, with an option for two (2) additional one (1) year extensions at the discretion of the City.

8. Prohibited Waste:
    a. The City of Joplin will not participate in subsidizing the cost of disposing of the following items:
        1) Leaves or Grass Clippings
        2) Commercial Waste
        3) Any Hazardous Waste
        4) Tires from Commercial, Construction or Industrial equipment
        5) Any Waste the Transfer Station is prohibited from accepting in accordance with their State operating permit
        6) Batteries

9. Basis for determining lowest and best bid:
    a. The City shall use the following methodology to establish the best and lowest bid:

Bulky Items:

Annual # of Loads*		
500 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
500 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
500 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
100 Tires	100 X Unit Price/tire	= $Sub-Total

Limb & Brush Disposal:

Annual # of Loads*		
75 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
75 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
75 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
		$Total Cost

$ Total Cost / 2 = estimated amount to be paid by City of Joplin = Lowest and Best Bid

***The Annual # of Loads used to calculate the estimated Total Cost, shall not be considered as a representation or a guarantee of the number of loads or quantity of materials to be delivered to the transfer station.**

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY_____
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $_____/per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $_____/per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $_____/per load*

(4) Tires – with a limit of 5 per vehicle per trip: $_____/tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $_____/per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $_____/per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $_____/per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	_____	_____	_____	_____	_____	_____	_____

**Minimum of 4-hours

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.
_____We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

Company Name _____

By_____
Authorized Person's Signature

_____
Print or type name and title of signer

Company Address_____

_____

_____

Telephone Number_____

Fax Number_____

Date_____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email_____

Federal Tax ID No._____

RETURN THIS PAGE

CITY OF JOPLIN
STATEMENT OF "NO BID"
IFB #200-2016

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #000-2016** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____
_____
_____
_____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

REPUBLIC SERVICES

We'll handle it from here.

March 9, 2016

City of Joplin
Attn: Director of Public Works
602 S. Main
Joplin, MO 64801

Dear Nick,

Allied Services, LLC, d.b.a. Republic Services of Galena wishes to thank the City of Joplin for the opportunity to respond to Bid #200-2016. It would be our privilege to continue serving the residents of Joplin, with inherent responsibility for continued innovation in the vital aspects of solid waste and recycling management in a cost effective and environmentally responsible manner at the transfer station. Republic Services has provided the City of Joplin residents with this service for over the past ten years. Republic Services has learned how to best meet the specific needs of the City of Joplin residents and based on this experience over the years developed an infrastructure that will allow us to continue providing the City of Joplin superior service at the transfer station.

Republic Services of Galena accepts and will exceed all of the specifications except those outlined on the exception page for the City of Joplin Bid #200-2016 .

Republic Services, our parent company, is headquartered in Phoenix, Arizona, and is the second largest publicly held solid waste and recycling provider in the United States. The size and experience of RSG, combined with our commitment to excellence in safety, customer service and environmental stewardship stands behind the bid outlined.

The Republic Service management team is ready to answer any questions you may have regarding the bid in the following documents. Again, we thank you for the opportunity to submit our bid and look forward to a continued successful and rewarding relationship with the City of Joplin.

Best regards,

Jennifer Fagan
Municipal Manager
Republic Services of Galena

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY Allied Services, LLC D/B/A Republic Services of Galena
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $20.00 /per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $20.00 /per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $26.00 /per load*

(4) Tires – with a limit of 5 per vehicle per trip: $9.00 /tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $34.00 /per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $34.00 /per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $48.00 /per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

X We DO NOT take exception to the IFB Documents/Requirements.
____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

Company Name Allied Services LLC. DBA Republic Services of Galena

By [signature]
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 417-437-5019

Fax Number _____

Date 3-15-16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___

Email pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

____We DO NOT take exception to the IFB Documents/Requirements.
__X__We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

See exception page

DBA Republic Services of Galena

Company Name Allied Services, LLC

By _____
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 4174375019

Fax Number _____

Date 3/8/16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email Pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE DISPOSAL SERVICES OF BULKY WASTE, CONSTRUCTION & DEMOLITION DEBRIS, AND BRUSH AND TREE LIMBS UNDER BID #200-2016 FOR THE CITY OF JOPLIN IN THE STATE OF MISSOURI

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **PETER FORST** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 24th day of February, 2016.



Eileen B. Schuler, Secretary

STATE OF MISSOURI

Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

ALLIED SERVICES, LLC

using in Missouri the name

ALLIED SERVICES, LLC
FL0016142

a DELAWARE entity was created under the laws of this State on the 20th day of November, 1997, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of February, 2016.

Jason Kander
Secretary of State

Certification Number: CERT-02242016-0038

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2963965

Entity Name: ALLIED SERVICES, LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 28, 2000, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 24, 2016

Kris W. Kobach

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 764748 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	—	8-2:30	8-2:30	8-2:30	8-2:30	—	8-12

**Minimum of 4-hours

* Lunch we will close 11:30 – 12:00 M, Tu, Wed + Thursday

RETURN THIS PAGE

EXCEPTIONS:

1. **Section 2, Page 5:** The Bid is silent on Republic's right on termination. We recommend that Republic be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.

2. **Section 4, Page 5:** We recommend that no material provided by Customer for disposal or collection shall be considered as Confidential Information.

   Further, nothing in this Contract shall prevent Republic from disclosing to others or using in any manner information which Republic can show:
   (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Republic or its agents and employees;
   (b) Has been furnished or made known to Republic by third parties (other than those acting directly for or on behalf of Republic) as a matter of legal right without restrictions on its disclosure;
   (c) Was in a Republic's possession prior to the disclosure thereof by Customer to Republic; and/or
   (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.

3. **Section 2, Page 5:** We recommend that Republic should be given a cure period of at least five (5) business days following written notice by Customer to cure its breach before terminating the Contract as specified under this section. We recommend deleting Customer's right to terminate the Contract for convenience or without cause

4. **Section 3, Page 5:** We recommend that the consent should not be unreasonably withheld, delayed or modified by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

5. **Acceptable Waste; Unacceptable Waste:** We recommend that Republic must have a right to reject any unacceptable/hazardous waste provided by any residential unit.

6. **Title to Waste:** We recommend that title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.

7. **Force Majeure:** We recommend that the Contract includes the concept of force majeure so that Republic's performance is excused for events outside its control and that unexpected occurrences such as severe weather conditions, strikes, labor disputes, change in laws, excess debris resulting from storm or other acts of God, etc. should qualify as events of Force Majeure.

COUNCIL BILL NO. 2016-113 ORDINANCE NO.

AN ORDINANCE accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing and emergency clause.

WHEREAS, since April 1, 2004 the City of Joplin has managed a bulky items drop off program at an area transfer station for authorized Joplin residents through an agreement and said agreement expires on March 31, 2016; and

WHEREAS, the City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016, same being attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City of Joplin received one responsive, sealed Bid on March 10, 2016 for transfer station drop off service from Allied Services, LLC d/b/a Republic Services of Galena; and

WHEREAS, the City of Joplin desires to continue the bulky items drop off service subsidy at a local transfer station with Allied Services, LLC d/b/a Republic Services of Galena, with a start date of April 1, 2016; and

WHEREAS, the City's FY2015-2016 budget provides for "City Wide Cleanup Program" in the Solid Waste Management Fund, and the FY2016-2017 budget will provide for same,

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

Section 1. The City of Joplin hereby accepts the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at their transfer station located in Galena, Kansas and, the same being attached hereto and is incorporated herein as "Exhibit B."

Section 2. The City of Joplin shall be responsible for paying one-half of the bid price(s) for the disposal of certain waste delivered to the transfer station by the residents of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

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

_____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney