COUNCIL AGENDA
April 18, 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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Bree O'Haro, 2314 S. Joplin Ave, Joplin MO, requests to address Council regarding sewage spill over in her home.

   2. Ted & Amy Donaldson, Director And President Of Compass Quest Veteran Services, A Non-Profit Organization Providing Support For Veterans, Serving Military And Family Members In The Joplin Area, Would Like To Address Council Regarding A Community Event Scheduled For Friday April 22, 2016.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The April 4, 2016 City Council Meeting

      Documents: APRIL 4 2016 MINUTES.PDF

   2. Minutes Of The April 11, 2016 City Council Special Meeting

      Documents: SP MTG APRIL 11 2016 COUNCIL ING.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2016-117

       AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and easements located on property described as All the East Half of Lot Numbered Three (3) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, for the widening of St. Louis Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

       Documents: CB 2016-117 BLACK.PDF, CB 2016-117.PDF, SUMMARY CB 2016-117.PDF

    2. COUNCIL BILL NO. 2016-118

       AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and easements located on property described as All of Lot Numbered Six (6) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, for

the widening of St. Louis Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

Documents: CB 2016-118 TUCKER.PDF, CB 2016-118 TUCKER.PDF, SUMMARY CB 2016-118.PDF

3. COUNCIL BILL NO. 2016-119
AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Crews Construction Inc., to provide construction services for installing 75hp Pumps and improvements for the Filmore Bridge Lift Station, not to exceed Three Hundred Sixty Seven Thousand and No/100 Dollars ($367,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents: SUMMARY SHEET CB 2016-119.PDF, COUNCIL BILL 2016-119.PDF, BID TAB CB 2016-119.PDF

4. COUNCIL BILL NO. 2016-120
AN ORDINANCE approving an agreement with CJW Transportation Consultants in the not to exceed amount of One Hundred Fifteen Thousand Nine Hundred Twenty Dollars, ($115,920.00) for Professional Engineering Consulting Services authorizing the Director of Public Works to execute the same; and containing an emergency clause.

Documents: SUMMARY SHEET - CJW.PDF, CJW AGREEMENT.PDF, CB 2016- 120 CJW.PDF

5. COUNCIL BILL NO. 2016-508
AN ORDINANCE approving a Trash Billing and Collections Agreement, by and between the City of Joplin and Allied Services, LLC. d/b/a Republic Services of Galena, dealing generally with trash billing and collection services by the City on behalf of the residential trash provider; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: CB 2016-508 SUMMARY SHEET TRASH BILLING AND COLLECTIONS AGREEMENT.PDF, CB 2016-508 ORDINANCE TRASH BILLING AND COLLECTIONS AGREEMENT.PDF, CB 2016-508 EXHIBIT 1 RESIDENTIAL TRASH BILLING AND COLLECTIONS AGREEMENT 2016 FINAL.PDF

6. COUNCIL BILL NO. 2016-509
AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

Documents: CB 2016-509 SUMMARY SHEET FY 2016 BUDGET ADJUSTMENT.PDF, CB 2016-509 BUDGET AMENDMENT ORDINANCE.PDF, CB 2016-509 SCHEDULE A 2016 BUDGET AMENDMENT APRIL 2016.PDF

7. COUNCIL BILL NO. 2016-605
AN ORDINANCE approving a contract with Crossland Construction for the Public Safety Training Facility project in the amount of Four Million, Seven Hundred Seventy-Eight Thousand Dollars. ($ 4,778,000.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied and containing an emergency clause.

Documents: COUNCIL BILL 2016-605 PUBLIC SAFETY TRAINING FACILITY.PDF, SUMMARY SHEET COUNCIL BILL 2016-605.PDF, BID TABULATION PS FACILITY.PDF, 2016-04-11_ELEVATION AND 3D-

VIEW.PDF, 2016-04-12_FLOOR PLAN.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-003
   AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Division 1, Generally, Section 42-35, Court costs and other fees, by repealing Section 42-35(g) of the Joplin City Code.

   Documents: SUMMARY_CB 2016-003 AMENDING CHAPTER 42 TO REPEAL 42-35G RE ARREST FEE.PDF, MUNICIPAL COURT_ AMENDING CHAPTER 42 TO REPEAL SEC 42-35G RE ARREST FEE_CB2016-003.PDF

2. COUNCIL BILL NO. 2016-510
   AN ORDINANCE repealing Section 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, 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.

   Documents: CB 2016-510 SUMMARY SHEET CHAPTER 26 BUILDING FEE LANGUAGE CHANGE.PDF, CB2016-510-COUNCIL BILL.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Mayor Appointments To Boards And Commissions

2. NEWS FROM THE PIO

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES April 4, 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 Mr. Glaze

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean, Morris Glaze; Miranda Lewis; Dan McCreary; Benjamin Rosenberg; William Scearce; Gary Shaw, Ryan Stanley and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Proclamation recognizing Fair Housing Month – Matt Moran, Doris Carlin, Tyler Overstreet, and children from the Boys and Girls Club who were winners in an Art contest. Mayor Seibert read a Proclamation.

Proclamation for National Day of Service – Shelley Goertz and Melissa Dora received a Proclamation from Mayor Seibert for National Day of Service. Shelley said there are over 300 volunteers that put in over 30,000 hours for this service.

REPORTS AND COMMUNICATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR 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.

Mayor Seibert opened the Public Hearing

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.

No one appeared for or in opposition of this request.

The public hearing was closed.

Mr. Glaze introduced Council Bill No. 2016-261. Motion by Mr. Glaze, Second by Ms. Colbert-Kean that Council Bill No. 2016-261 be Tabled. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

PUBLIC HEARING FOR 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.

Mayor Seibert opened the Public Hearing

No one appeared for or in opposition of this request.

The public hearing was closed.

Mr. Glaze introduced Council Bill No. 2016-262. Motion by Mr. Glaze, Second by Ms. Colbert-Kean that Council Bill No. 2016-262 be Placed on First Reading and Advanced to Second and third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

PUBLIC HEARING FOR 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.

Mayor Seibert opened the Public Hearing

Mike Mellinger, 968 County, Ozark, MO, appeared in favor of this request.

Charlotte Duke, 2518 E. 14th, appeared in favor of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2016-263. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2016-263 be Placed on First Reading and Advanced to Second and third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

CONSENT AGENDA – Motion by Mr. Glaze, Second. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0.

Minutes of the March 21, 2016 Council Meeting

Minutes of the March 22, 2016 Special Council Meeting

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. STAYS ON CONSENT AGENDA

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. **Ordinance No. 2016-055**

COUNCIL BILL NO. 2016-506-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. **Ordinance No. 2016-056**

COUNCIL BILL NO. 2016-507-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. **Ordinance No. 2016-057**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. McCreary introduced COUNCIL BILL NO. 2016-115-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 Mr. McCreary, Second by Ms. Colbert-Kean that Council Bill No. 2016-115 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-058**

Mr. Shaw introduced COUNCIL BILL NO. 2016-116- 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. Shaw, Second by Mr. McCreary that Council Bill No. 2016-116 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Seibert, Shaw, Stanley 8. Nays: 1, Scearce. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-059**

Mrs. Lewis introduced 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. Motion by Mrs. Lewis, Second by Mr. McCreary that Council Bill No. 2016-452 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-060**

ORDINANCES – FIRST READING

Mr. Stanley introduced 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. Motion by Mr. Stanley, Second by Mr. Shaw to Pass Council Bill No. 2016-451 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 0. The Bill was read as being Council Bill No. 2016-451.

ORDINANCES – SECOND AND THIRD READING

Mr. Glaze 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. 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, Seibert, Stanley and Shaw, 6. Nays: 3, McCreary, Rosenberg, Scearce. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-061**

UNFINISHED BUSINESS

NEW BUSINESS:

Appointments/Reappointments to Boards and Commissions

Motion by Mr. Scearce, Second by Ms. Colbert-Kean to reappoint Samuel Wimsett to the City Tree Board; Motion by Dr. Rosenberg, Second by Mr. McCreary to Appoint Rylee Hartwell to the Building Board of Appeals; Motion by Mr. Shaw, Second by Dr. Rosenberg to appoint Richard Schlottke to the Capital Improvements and Public Safety Sales Tax Oversight Committee.

Council appointed Miranda Comer to be the alternate on the JSA Committee. Council unanimously appointed all these appointments.

News from the PIO:
What truly matters to citizens as they think about their city of residence? Is it recreation and leisure activities? Feeling safe and secure? Or perhaps having smooth streets that allow large amounts of traffic to travel from one place to another? There could be dozens of different answers, and the City is asking citizens to tell us THEIR answers related to the Joplin community by taking a short survey. This survey is part of the new Priority Based Budgeting process that the City of Joplin has adopted. PBB helps ensure that resources are allocated in the best way to meet the needs of citizens. The survey asks Citizens how they would rank the priorities, and by completing this two-question survey, citizens can influence how City resources are allocated to the areas that matter most to their community. The online survey can be found on the City's website. Look for it under the Spotlight Section on the front page of www.joplinmo.org . Citizens may also complete a printed copy of the survey here at City Hall. They can pick one up at the Information Desk in our Main Lobby, complete it and return it to the box located at the desk. We encourage all citizens to fill out a survey by April 18. Results will be shared as we continue with Priority Based Budgeting Process.

If residents have personal papers they no longer need, but fear of identity theft has prevented them from disposing them, they may want to attend the Community Shred event later this month. On Saturday, April 23 the Joplin Recycling Center will host this community shredding event, in which large amounts of paper can be shredded quickly at no cost to residents. Sponsored by both the Recycling Division and Joplin Police Department, this opportunity is available between 11 a.m. and 2 p.m. when the company, *Shred-it*™ will have their truck at the Center. This is a FREE way to dispose of all those papers in a safe and efficient manner.

Tomorrow is the Municipal Election. Here in Joplin, voters will decide on City Council members and School Board members, as well as a question posed by Jasper County. We encourage citizens to please take time to vote.

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. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw, Stanley 9. Nays: 1, Scearce.

There being no further business the meeting adjourned at 7:10 p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

April 11, 2016

CALL TO ORDER

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

Flag salute was led by Dr. Rosenberg.

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 6:00 p.m. on Monday, April 11, 2016, in the Council Chambers of City Hall, 602 S. Main Street, Joplin, Missouri, for the purpose of receiving the official report of the April 5, 2016 General Municipal Election, administering the Oaths of Office of the newly elected Council Members, and electing the 2016-2018 Mayor and Mayor Pro Tem.

ROLL CALL: PRESENT: Melodee Colbert-Kean, Morris Glaze; Miranda Lewis; Dan McCreary; Benjamin Rosenberg; William Scearce; Gary Shaw, Ryan Stanley and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

Results of the April 5, 2016 General Municipal Election
Election results – April 11, 2016

The City Clerk's office has received the official returns of the April 5, 2016 General Municipal Election as verified by the County Clerks of Jasper and Newton Counties.

It is found and declared that the results are as follows:

For General Council Members -4 yr

Jim West	1665
Harvey Hutchinson	816
Bill Goodwin	1433
Taylor Brown	1843
David Pryor	1271

For General Council Members -2 yr

Dan McCreary	3221

For Zone 2 Council Member

Melodee Colbert-Kean	2829

For Zone 3 Council Members

Phil Stinnett	125
Lane Clevenger	37
Shawn Conroy	28

Taylor Brown and Jim West, the two candidates who received the greatest number of votes for Office of General Council Members, are declared elected to four-year terms.

Dan McCreary, the candidate who received the greatest number of votes for Office of General Council Member, is declared elected to a two-year term.

Melodee Colbert Kean, the candidate who received the greatest number of votes for Office of Zone 2 Council Member, is declared elected to a four-year term.

Phil Stinnett, the candidate who received the greatest number of votes for Office of Zone 3 Council Member, is declared elected to a four-year term.
There were a number of remaining persons with a number of write-in's that received a nominal number of votes.

For the record approximately 4,246 persons voted in this general municipal election.
Respectfully submitted, Barbara Hogelin, MMC/MPCC, City Clerk

Recognition of Council Members
Mayor Mike Seibert recognized Dr. Benjamin Rosenberg for his service on the Joplin City Council from 2008-2016. Dr. Rosenberg received a Rosewood plaque and thanked the citizens of Joplin for their time as he served them. Mr. Bill Scearce was recognized from Mayor Seibert and received a rosewood plaque for his service on council from 2008-2016 as well as serving from 2012-2014 as Mayor Pro Tem. Mayor gave a rosewood plaque to Morris Glaze to recognize his service to the board from 2006-2016 as well as serving from 2014-2016 as Mayor Pro Tem. Morris Glaze then recognized Mayor Mike Seibert with a gaveled rosewood plaque for his service to the Council as Mayor from 2014-2016 and presented him with a block and an imprinted gavel.

Adjourn Sine Die of the current Council. Mayor Mike Seibert closed the Joplin City Council meeting. Outgoing council members; Morris Glaze, Dr. Rosenberg and Bill Scearce. Along with newly re-elected council members, Melodee Colbert-Kean and Dan McCreary stepped down to take a seat on the front row. City Clerk Barbara Hogelin called the meeting to order and asked Judge Chuck Brown to swear in the elected Council Members. Dan McCreary was sworn in for General Council, Melodee Colbert-Kean was sworn in for Zone II; Taylor Brown and Jim West were sworn in for General Council Members, Phil Stinnett was sworn in for Zone III.

City Clerk asked the City Attorney to read the procedures for nominating the Mayor and Mayor Pro Tem for the City of Joplin as directed by Charter. City Clerk Barbara Hogelin conducted the election of the Mayor. Mr. Stanley nominated Mike Seibert. No other nominations were made. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and 8. Nays: 1, West.

Michael L. Seibert was elected Mayor and took the seat as Mayor and conducted the election of Mayor Pro Tem.

Mr. McCreary nominated Mr. Stanley, Mrs. Colbert-Kean nominated Mr. West. There were no other nominations. Voting in favor of Mr. Stanley were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and 7. Nays: 2, West, Colbert-Kean.

Mayor Seibert thanked everyone for all the work that had been done and said we still have more to do and said we have come a long way. An outgoing group picture of council was taken.

A reception was held immediately following for family and guests.

There being no further business to come before council the meeting was adjourned.

Meeting was adjourned at 7:30 pm.

Respectfully submitted,

Barbara L. Hogelin, MMC /MPCC City Clerk

COUNCIL BILL NO. 2016-117 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and easements located on property described as All the East Half of Lot Numbered Three (3) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, for the widening of St. Louis Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Brett M. Black and Glenda K. Black are the legal owners of property described as , All the East Half of Lot Numbered Three (3) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain right of way and easements described herein for street improvements along St. Louis Avenue and;

WHEREAS, the City of Joplin administration has been unable to obtain the right of way and easements from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way and easements from property owned by Brett M. Black and Glenda K. Black for the street improvements along St. Louis Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Right of Way:

All that part of the East Half of Lot Numbered Three (3) in SWOBODA ADDITION in the City of Joplin, Jasper County, Missouri, described as follows:
Beginning at the southeast corner of said Lot 3, Thence N87°43'29"W along the south line of said Lot, 15.00 feet;
Thence N47°14'49"E, 14.14 feet;
Thence N02°13'06"E, 123.33 feet to a point on the north line of said Lot 3;
Thence S87°43'29"E, 5.00 feet to the northeast corner of said Lot 3;
Thence S02°13'06"W, 133.33 feet to the point of beginning.

Containing 717 square feet, more or less.

Slope Easement:

All that part of the East Half of Lot Numbered Three (3) in SWOBODA ADDITION in the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the northeast corner of said Lot 3, Thence N87°43'29"W along the north line of said Lot, 5.00 feet to the point of beginning;
Thence S02°13'06"W, 123.33 feet;
Thence S47°14'49"W, 7.07 feet;
Thence N02°13'06"E, 128.33 feet to a point on the north line of said Lot 3;

Thence S87°43'29"E, 5.00 feet to the point of beginning.

Containing 629 square feet, more or less.

Utility Easement:

All that part of the East Half of Lot Numbered Three (3) in SWOBODA ADDITION in the City of Joplin, Jasper County, Missouri, described as follows:
Beginning at the southeast corner of said Lot 3,
Thence N87°43'29"W along the south line of said Lot, 15.00 feet to the point of beginning;
Thence continuing N87°43’29”W along the south line of said Lot, 2.00 feet;
Thence N02°13'06"E, 133.33 feet to a point on the north line of said Lot 3;
Thence S87°43'29"E, 12.00 feet;
Thence S02°13'06"W, 123.33 feet;
Thence S47°14’49”W, 14.14 feet to the point of beginning.

Containing 1550 square feet, more or less.

Temporary Construction Easement (Will terminate upon completion and acceptance of the improvements)
All that part of the East Half of Lot Numbered Three (3) in SWOBODA ADDITION in the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the southeast corner of said Lot 3, Thence N02°13'06"E along the east line of said Lot, 13.69 feet;
Thence N87°49'02"W, 5.00 feet to the point of beginning;
Thence continuing N87°49'02"W, 17.00 feet;
Thence N02°13'06"E, 30.00 feet;
Thence S87°49'02"E, 17.00 feet;
Thence S02°13'06"W, 30.00 feet to the point of beginning.

Containing 510 square feet, more or less.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

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:

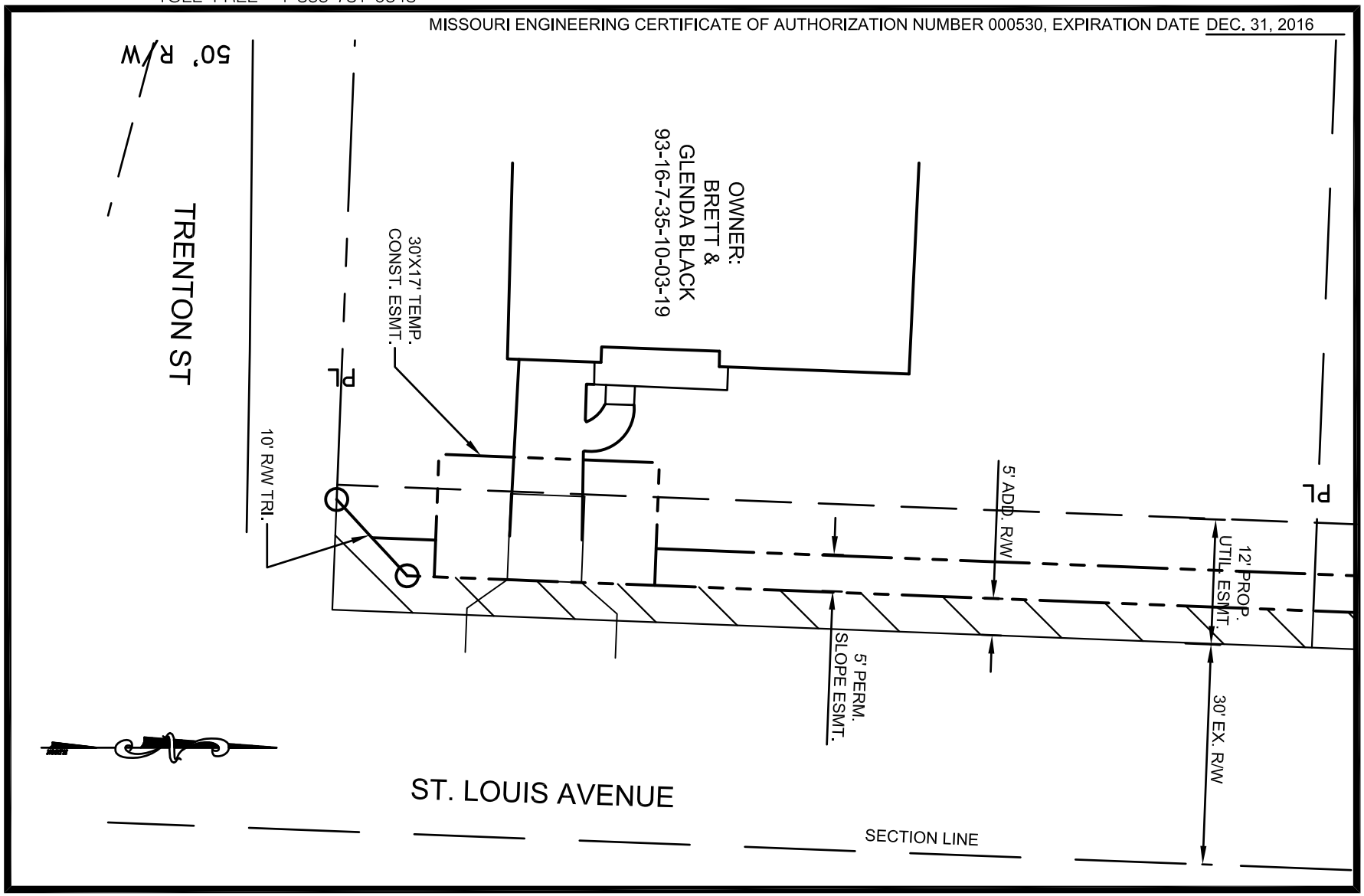
_____
Peter C. Edwards, City Attorney

TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
702 SOUTH MAIN - JOPLIN, MO 64801
403 W. FIRST ST., STE. 300 - CLAREMORE, OK 74017
P.O. BOX 1867 - JOPLIN, MO 64802
PH. 417-781-0643 - FAX 417-781-4714
TOLL FREE 1-866-781-0643

PROJECT: St. Louis Avenue Widening
CUSTOMER: City of Joplin
JOB: 12147 CHKD FILE: StLouisCivil3DExhibits SCALE: 1" = 20'
DWN.: DVH DATE: 9/23/15 REV.:

www.tristate-engineering.com Copyright 2015, Tri-State Engineering, Inc.

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000530, EXPIRATION DATE DEC. 31, 2016



#1 OF #1

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: April 18, 2016
Council Bill No. 2016-117

Item: **Acquisition by Condemnation Proceedings for St. Louis Widening Project**

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2016-117

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

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of Right of Way and Easements from 2002 N. St. Louis Avenue by condemnation proceedings, for the St. Louis Widening Project.

Background: The City of Joplin budgeted money for the widening of St. Louis Avenue from Zora, south to Broadway through the 3/8 cent Capital Improvement Sales Tax that was approved by voters in August 2004. This project involves the widening of the existing 2-lane road into a 3-lane road with bicycles lanes and pedestrian sidewalks.

At this time the City has acquired right of way from 61 of 63 properties. Staff has been unable to reach an agreement with Brett and Glenda Black, 2002 N. St, Louis for the necessary easements and right of way.

Discussion:
Staff has presented written offers to the listed property owner based on a professional appraisal prepared for the City of Joplin. At this time the offer of compensation has not been accepted and further negotiations have been unsuccessful. In order to comply with the timeline for utility relocation and construction scheduling, staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis per Section 2.12 (6) of the Home Rule Charter of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

COUNCIL BILL NO. 2016-118 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and easements located on property described as All of Lot Numbered Six (6) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, for the widening of St. Louis Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Donnie B. Tucker and Patricia L. Tucker are the legal owners of property described as, All of Lot Numbered Six (6) in SWOBODA ADDITION to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain right of way and easements described herein for street improvements along St. Louis Avenue and;

WHEREAS, the City of Joplin administration has been unable to obtain the right of way and easements from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way and easements from property owned by Donnie B. Tucker and Patricia L. Tucker for the street improvements along St. Louis Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Right of Way:

All that part of Lot Numbered Six (6) in SWOBODA ADDITION, now in the City of Joplin, Jasper County, Missouri, described as follows:
Beginning at the southeast corner of said Lot 6, Thence N87°43'29"W along the south line of said Lot, 15.00 feet;
Thence N47°14'01"E, 14.14 feet;
Thence N02°11'30"E, 123.33 feet to a point on the north line of said Lot;
Thence S87°43'29"E, 5.00 feet to the northeast corner of said Lot;
Thence S02°11'30"W, 133.33 to the point of beginning.

Containing 717 square feet, more or less.

Temporary Construction Easement (Will terminate upon completion and acceptance of the improvements)
All that part of Lot Numbered Six (6) in SWOBODA ADDITION, now in the City of Joplin, Jasper County, Missouri, described as follows:
Commencing at the southeast corner of said Lot 6, Thence N87°43'29"W along the south line of said Lot, 15.00 feet;
Thence N47°14'01"E, 7.07 feet to the point of beginning;
Thence N02°11'30"E, 128.33 feet to a point on the north line of said Lot;

Thence S87°43'29"E along said north line, 5.00 feet;
Thence S02°11'30"W, 123.33 feet;
Thence S47°14'01"W, 7.07 feet to the point of beginning.

Containing 629 square feet, more or less.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

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

TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
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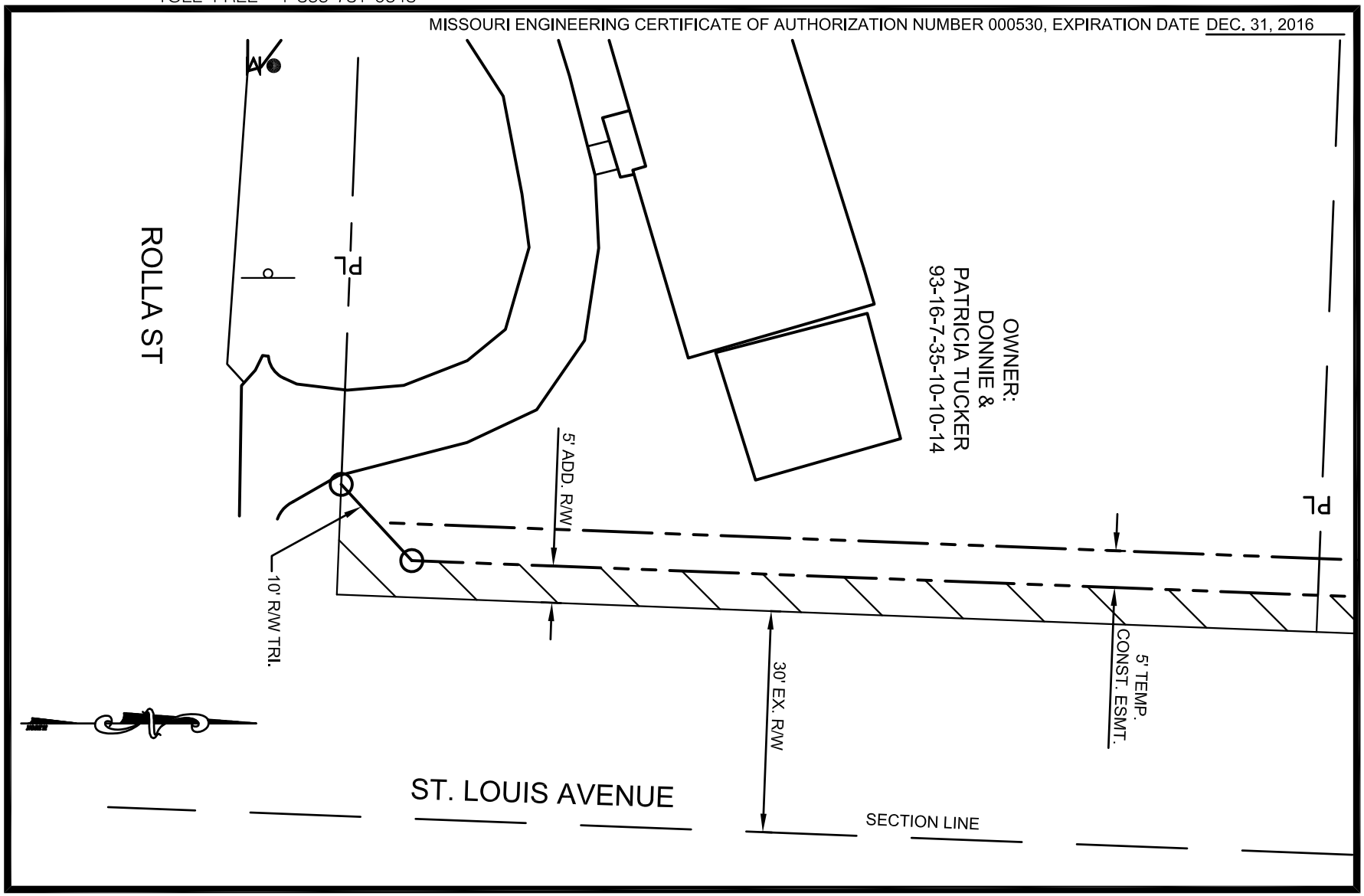
PROJECT: St. Louis Avenue Widening
CUSTOMER: City of Joplin
JOB: 12147 CHKD FILE: StLouisCivil3DExhibits SCALE: 1" = 20'
DWN.: DVH DATE: 9/23/15 REV.:

www.tristate-engineering.com Copyright 2015, Tri-State Engineering, Inc.

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000530, EXPIRATION DATE DEC. 31, 2016



#1 OF #1

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: April 18, 2016
Council Bill No. 2016-118

Item: **Acquisition by Condemnation Proceedings for St. Louis Widening Project**

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2016-118

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

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of Right of Way and Easements from 1902 N. St. Louis Avenue by condemnation proceedings, for the St. Louis Widening Project.

Background: The City of Joplin budgeted money for the widening of St. Louis Avenue from Zora, south to Broadway through the 3/8 cent Capital Improvement Sales Tax that was approved by voters in August 2004. This project involves the widening of the existing 2-lane road into a 3-lane road with bicycles lanes and pedestrian sidewalks.

At this time the City has acquired right of way from 61 of 63 properties. Staff has been unable to reach an agreement with Donnie and Patricia Tucker, 1902 N. St, Louis for the necessary easements and right of way.

Discussion:
Staff has presented written offers to the listed property owner based on a professional appraisal prepared for the City of Joplin. At this time the offer of compensation has not been accepted and further negotiations have been unsuccessful. In order to comply with the timeline for utility relocation and construction scheduling, staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis per Section 2.12 (6) of the Home Rule Charter of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

Requested Council Meeting Date: April 18, 2016
Council Bill No. 2016-119

Item: Filmore Bridge Lift Station Rehabilitation/Improvements, Construction Agreement- Installation of 75hp Pumps/other improvements

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No 2016-119
2) Bid Tabulation

Public Works –Operations: Lynden Lawson	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Authorization to enter into a contract with **Crews** Construction Inc. to perform installation of three 75hp pumps and construction work on the Filmore Bridge Lift Station. This contract is in the amount of $367,000 for improvements to the Filmore Bridge Lift Station.

Background: The three (3) existing 50hp pumps have been in place since the mid 1980's. This lift station has been a hydraulic bottleneck within the system because of the age of the pumps and their depreciated capacity of output. In the mid 1980's the lift station was built and the pumps were emplaced to handle a significant part of the city wastewater stream. Through preventative maintenance programs and upkeep of the lift station, it has progressed well during these past 30 years. With the diminished output of the pumps and the increased flow during peak flow events, manholes on the north side of the lift station have experienced hydraulic pressure resulting in uncontrolled releases. These manholes were also unable to control the hydraulic pressure forcing the cone off the foundation on two different occasions. During the December flood event, this lift station flooded resulting in the operation of the lift station to come to a halt. This resulted in an uncontrolled release of raw sewage and exposed some flaws in the capabilities of the lift station and the pumps.

Discussion: A bid meeting was held by Allgeier Martin Associates, Inc. in August of 2015 and this project was recently bid and the low bidder was Crews Construction. The cost of this construction work will be paid for from the funds not utilized from Sanitary Sewer Capital funding this fiscal year. The cost of project will be $367,000.

Recommendation: City staff recommends that approve of this Construction Agreement with Crews Construction Inc. for the amount of $367,000.00 be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2016- 119 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Crews Construction Inc., to provide construction services for installing 75hp Pumps and improvements for the Filmore Bridge Lift Station, not to exceed Three Hundred Sixty Seven Thousand and No/100 Dollars ($367,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Amended Agreement between the City of Joplin and Crews Construction Inc. to provide constructing services for installing three 75hp Pumps and other improvements at the Filmore Bridge Lift Station, not to exceed Three Hundred and Sixty Seven Thousand and No/100 Dollars ($367,000.00).

Section 2. That the Director of Public Works of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the said Facility Improvements and Sewer Rehabilitation Projects Fund No. 415-4542-540-8680 to pay the amount called for in said Agreement.

_____

Leslie Haase, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street
Joplin, MO

www.amce.com

Phone: 417.680.7200
Fax: 417.680.7300

Tabulation of Bids

Project: Filmore Lift Station Renovation | Joplin, MO
Date: April 07, 2016 | 10:00 AM
Location: Public Works Department | Joplin City Hall | 602 S. Main Street | Joplin, MO

Branco Enterprises, Inc. Neosho, MO	$ 370,000.00
Carrothers Construction Company Paola, KS	$
Crews Construction, Inc. Neosho, MO	$ 367,000.00
McClanahan Construction Company Rogersville, MO	$ 390,000.00
G & G Construction Company Carthage, MO	$ 406,000.00
	$
	$
	$

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 18, 2016
Council Bill No. 2016-120

Item: Consulting Work Authorization with CJW Transportation Consultants for Professional Engineering Consulting Services

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization
2) Council Bill No. 2016-120

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

Recommended Action: Approval of a Work Authorization with CJW Transportation Consultants for Professional Engineering Consulting Services.

Background:
One of our key staff in the engineering department will be leaving for an extended tour of duty with the military. We need to be able to provide these engineering services during that time. This work will involve traffic engineering services as well as other general engineering services. The exact dates of his tour of duty are not known, but we expect he will leave sometime in May, 2016 and return in early April, 2017. In order to provide these services, we will need to hire a consultant. Funds for the position are coming from open positions in the engineering department. In the event that some of these positions are filled, the hours of service for this contract will be reduced.

Discussion: The city advertised in accordance with city procurement policy for on call consulting services in seven categories including Traffic Engineering Services.10 firms expressed interested in providing these services. Three firms were selected to provide them using the qualifications based selection method as required by state statute. CJW Transportation Consultants was selected from that group as being best qualified to provide these particular services.

Recommendation: Staff recommends approval of a Work Authorization with CJW Transportation Consultants in the not to exceed the amount of $115,920.00 for Professional Engineering Consulting Services be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants Address: 5051 S. National Ste. 4-110 Springfield, MO 65810	
Attention: Dan Salisbury		Attention: C. Jay Wynn, PE, PTOE	
Department: Public Works/Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820	Fax: 417-625-4738		

AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

City of Joplin and CJW

THIS AGREEMENT, made and entered into this 22 day of February, 2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer in the general area(s) of Traffic Engineering and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract and an associated Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization. In no circumstances will new projects be assigned more than twelve months after execution of this agreement.

3. **Payment.** The rate of payment shall be in accordance with Attachment **One**. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination**. The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri venue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

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

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

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

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

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

REVIEWED FOR APPROVAL

Dan Salisbury
Assistant Director of Public Works/Engineering

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:

CJW Transportation Consultants

By: _____

Printed Name: C. Jay Wynn, PE, PTOE

Title: President

Date: 1-21-16

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: 2/22/16

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: C. Jay Wynn, PE, PTOE Address: 5051 S. National Ave. STE 4-110 Springfield, Missouri 65810	
Attention: Dan Salisbury		Attention: Jay Wynn, PE, PTOE	
Department: Public Works		Phone: 889-3400	Fax: 889-3402
Phone:	Fax:		

WORK AUTHORIZATION NUMBER ~~CJW~~-0C2
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number 2 exceed the sum of One Hundred Fifteen Thousand Nine Hundred Twenty Dollars ($ 115,920.00).

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 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 Salisbury
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: CJW Transportation

By: C. Jay Wynn

Printed Name: C. Jay Wynn

Title: President / Owner

Date: 1-28-16

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A Table of Contents

1) Scope of Services
2) 2016 Fee Schedule
3) Term/ Schedule

Scope of Services – Work Authorization No. 2

The scope of services for this work authorization will consist of any general engineering work or traffic engineering work needed in order to replace an employee who will be on military service leave for an extended period of time. The extent of work will vary from full time to part time as it can be funded from unfilled positions in the engineering department and as work is available.

It is anticipated that work will be 40 hours per week through October 31 and may be reduced depending upon the extent of unfilled positions at that time.



CJW
2016 Fee Schedule

Personnel Hourly Rates:	
Principal	$162.00
Senior Engineer	$143.00
Project Engineer	$101.00
Engineer Intern	$69.00
Project Manager	$79.00
Inspector	$74.00
Senior Designer	$79.00
Senior Designer II	$74.00
Survey Manager / PLS	$83.00
Survey Crew Chief	$69.00
Survey Crew Member	$57.00
2 Person Survey Crew	$126.00
3 Person Survey Crew	$181.00
4 Person Survey Crew	$238.00
Traffic Data Collector	$27.00
Engineering Technician	$59.00
Administrator	$32.00
Clerical	$27.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.565/mile
Copies	$0.10/each
Blueprints	$0.50/sq. ft.
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays): 1.5 times the hourly rate.

TERM / SCHEDULE

One of our key staff in the engineering department will be leaving for an extended tour of duty with the military. We need to be able to provide these engineering services during that time. This work will involve traffic engineering services as well as other general engineering services. The exact dates of his tour of duty are not known, but we expect he will leave sometime in May, 2016 and return in early April, 2017

COUNCIL BILL NO. 2016-120 ORDINANCE NO

AN ORDINANCE approving an agreement with CJW Transportation Consultants in the not to exceed amount of One Hundred Fifteen Thousand Nine Hundred Twenty Dollars, ($115,920.00) for Professional Engineering Consulting Services 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 CJW Transportation Consultants in the not to exceed amount of One Hundred Fifteen Thousand Nine Hundred Twenty Dollars, ($115,920.00) for Professional Engineering Consulting Services 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.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract with CJW Transportation Consultants 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 CJW Transportation Consultants for Professional Engineering Consulting Services.

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 of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 18, 2016

ITEM: COUNCIL BILL 2016-508
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: AGREEMENT, EXHIBIT "1"

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

INTRODUCTION:
This Council Bill approves an Agreement with Allied Services for the City to administer the residential trash billing and collections on behalf of the residential trash provider.

DISCUSSION:
The City of Joplin currently administers the residential trash billing and collections with the sewer billing on behalf of the residential trash provider. The City recently executed a new Solid Waste Collection Services Agreement effective April 1, 2016. As a result of the new services agreement, the Trash Billing and Collections Agreement is being updated and renewed. Essentially the Agreement mirrors the existing agreement, except this Agreement sets forth the parameters for billing and collecting the new curbside recycling option. Residents will sign up or terminate the recycling option directly with Allied Services. Allied will correspond with Finance staff for billing purposes.

The City will continue to assess an administrative fee of $0.55 cents per bill for this billing and collection service.

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

COUNCIL BILL NO. 2016-508 ORDINANCE NO.

AN ORDINANCE approving a Trash Billing and Collections Agreement, by and between the City of Joplin and Allied Services, LLC. d/b/a Republic Services of Galena, dealing generally with trash billing and collection services by the City on behalf of the residential trash provider; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin and Allied Services entered into a Solid Waste Collection Services Agreement effective April 1, 2016; and,

WHEREAS, the City and Contractor desire to bill and collect amounts due for trash services rendered pursuant to the Services Agreement as described herein.

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

Section 1. That the Trash Billing and Collections Agreement, by and between the City of Joplin and Allied Services, LLC. d/b/a Republic Services of Galena, for the City to bill and collect for residential trash services on behalf of the residential trash provider, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "1", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue trash billing and collections services and as such shall become effective immediately upon its passage.

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

of _____, 2016, by a _____vote.

_____
Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "1"

TRASH BILLING AND COLLECTIONS AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the City of Joplin, Missouri, a Missouri municipal corporation, hereinafter referred to as "City," and Allied Services, LLC, d/b/a Republic Services of Galena, a Delaware limited liability company, hereinafter referred to as "the Contractor."

WHEREAS, the City and Contractor have executed a Solid Waste Collection Services Agreement effective April 1, 2016 (attached hereto, incorporated by reference and hereinafter referred to as "the Services Agreement"); and

WHEREAS, the City and Contractor desire to bill and collect amounts due for trash services rendered pursuant to the Services Agreement as described herein.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereby agree as follows:

1. Scope of Work. If there is any conflict between this Agreement and the Services Agreement or any other contract document regarding billing and collection for trash services rendered pursuant to the aforementioned documents, this Agreement will control. The Contractor will perform the following scope of work to the City's satisfaction:

a. In consideration of the full and complete performance of the Services Agreement by Contractor and all of the work and services performed hereunder in conformity with the terms and conditions of this Agreement, the City shall pay to Contractor all sums actually collected by the City. The Contractor shall absorb all bad debt for trash services. If a customer does not pay the bill, Contractor can take legal action against customer. In no case shall Contractor terminate service to a resident for non-payment.

b. The City shall be responsible for the trash collection customer billing and accounting service for only those users of the trash collection system and only during the term of this Agreement.

c. The City shall bill at the rate set forth in the Service Agreement effective April 1, 2016. The trash and recycling rates may change once per year; provided that such revision shall not be effective until the billing cycle that includes the service date of the effective change.

d. (i) The City shall designate and cause to be identified on the City's computer records each customer of the City who is a trash collection customer.

(ii) All occupied residential dwelling units will be subject to a monthly fee to the Contractor in the amount set forth in the Service Agreement with Contractor effective April 1, 2016 and said fee shall be included on the resident's sewer bill by the City. In addition to the monthly fee to the Contractor, there shall be a $0.55

administration fee charged by the City of Joplin, which is subject to change by the City.

(iii) Any citizen wishing to utilize the curbside recycling service offered under the Service Agreement shall establish and terminate such services with the Contractor directly. Contractor shall notify City of such services and changes in services weekly, each Friday, unless such day falls on a legal holiday, in which case such information shall be made on the immediately preceding business day. Contractor shall provide the City with the service effective date and address of each property opting to utilize this service, as well as the service termination effective date and address of each property opting out of this service. City shall bill appropriately based on the service effective date or termination date. All billing, collecting, and reporting of this service shall comply with the terms of this Agreement.

e. The City shall maintain customer billing and accounts receivable data for the City's trash collection customers, including monthly reports, which shall be delivered to the Contractor monthly, by the fifth (5th) of the month following the month to which such reports relate.

f. The City shall provide electronically to Contractor monthly aging, billing and collection reports. The trash collection customers to be billed by the City pursuant hereto shall be billed on a cycle or cycles, which are the same as the City uses for the billing of its sewer service customers.

g. The City shall administer the accounts of the Contractor and prepare the bills for all customers of the City receiving trash collection service subject hereto in accordance with the regular and periodic billing procedure followed by the City in the billing of its customers receiving sewer service. The City agrees to observe the same diligence, policies, and procedures in the billing and accounting of the City's sewer collection accounts.

h. The City will (i) calculate, as set forth above, the applicable trash collection charges for each of the Contractor's trash collection customers identified pursuant to Section 1; (ii) print a trash collection bill therefor; and (iii) deposit such bill in the United States mail, with a return envelope pre-addressed to the City.

i. All of the trash collection charges paid by the City's customers will be collected and receipted by the City and the City shall transmit to the Contractor, by electronic funds transfer, monthly, on the 5th (unless such day falls on a legal holiday or weekend, in which case such transmittal shall be made on the immediately preceding business day), such collections made on behalf of the Contractor during the immediately preceding monthly period, net of chargebacks during such period.

j. Any payment received by the City which is not adequate to pay in full all services billed by the City, shall be first applied to the outstanding sewer bill, and the remainder of the payment, if any, shall be applied on a pro-rata basis to the trash bill. If the City receives an overpayment, such overpayment shall, either be refunded to the customer or applied to the customer's sewer account with the City.

k. The City shall not pursue legal proceedings to force the payment of delinquent trash accounts.

l. This Agreement shall be construed to be applicable to only the parties hereto and shall not confer any rights, privileges, or obligations on any third party, including customers of the City and/or the Contractor.

m. City does hereby designate and appoint its City Manager and his designees as City's representatives to whom all inquiries from Contractor with respect to the performance of Contractor's obligations under this Agreement shall be referred, and the decisions of either individual shall be final, and binding upon City.

n. It is understood and agreed by the parties hereto that the execution hereof by City shall be by its City Manager and certified by the City Clerk, and duly authorized by proper resolution and ordinance of the City Council. A duly certified copy of such authorization to the Agreement shall be made a part hereof. It is further understood and agreed by the parties hereto that the execution hereof by the Company shall be by its President or a Vice President of the Company, attested to by its corporate Secretary or Assistant Secretary.

2. Term. The term of this Agreement shall be for the period of five (5) years, commencing on May 1, 2016 with an option of two (2) additional one-year extensions as specified in the Service Agreement.

3. Termination. This Agreement may be terminated by either party, without cause, with ninety (90) days' advanced written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated by either party, with cause, with sixty (60) days' advanced written notice to the other party.

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

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

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

- **a.** This Agreement
- **b.** All Contract Amendments
- **c.** The Agreement for residential solid waste service dated 4/1/16.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated
APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CONTRACTOR:
ALLIED SERVICES, LLC

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____
Samuel L. Anselm, City Manager

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 18, 2016

ITEM: COUNCIL BILL NO. 2016-509
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2015-2016 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the budget to replace the awning on the 6th Street entrance of City Hall that was recently destroyed in severe winds in the amount of $4,700. The self-insurance fund will reimburse the $4,700.
- Amending the budget for an additional allotment to our current DWI Officer Grant in the amount of $115,000. This grant will cover the purchase of an additional interceptor and related equipment in the amount of $40,000, as well as the replacement of the current BAT Van in the amount of $75,000. The grant will cover 100% of these costs.
- Amending the budget to add required protective padding at Joe Becker Stadium. This amount will be funded from fund balance.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $119,700.00 and increases expenditures by $127,700.00.

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

COUNCIL BILL NO. 2016-509 **ORDINANCE NO.**

AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2015-168 on October 19, 2015, which estimated revenues and appropriated funds for the fiscal year 2015-2016, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing revenues by the total amount of One Hundred Nineteen Thousand Seven Hundred Dollars and No Cents ($119,700.00) and by amending appropriations by the total amount of One Hundred Twenty-Seven Thousand Seven Hundred Dollars and No Cents ($127,700.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2016, by a _____vote.

_____
Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
8-Apr-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General	001-0000-450-0604	Insurance Claim Settlement	$	4,700	-
	General	001-0000-470-0113	DWI Officer Grant		115,000	
	City Hall Maintenance	001-4504-520-8010	Building Improvements			4,700
	Police Grants	001-5590-510-8210	Motor Vehicles			115,000
	Total General Fund			$	119,700	119,700
115	Parks Fund					
	Joe Becker Stadium	115-6530-560-8220	Operating Equipment	$		8,000
	Total Parks Fund			$	-	8,000
	Grand Total			$	119,700	127,700

COUNCIL BILL NO. 2016-605 ORDINANCE NO.

AN ORDINANCE approving a contract with Crossland Construction for the Public Safety Training Facility project in the amount of Four Million, Seven Hundred Seventy-Eight Thousand Dollars. ($ 4,778,000.00) 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, MISSOURI, as follows:

Section 1. That the contract be awarded to Crossland Construction for the Public Safety Training Facility Project in the amount of Four-Million, Seven Hundred Seventy-Eight Thousand Dollars. ($ 4,778,000.00) in the City of Joplin, Missouri.

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

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(6)(3) 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 deals with a construction project that is time sensitive and needs to be started in the optimal construction season.

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Fire Training center building acquisitions Fund Account No. 001-6275-510-8005, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____
Leslie Haase, Finance Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 18, 2016
Council Bill No. 2016-605

Item: Contract with Crossland Construction for the Public Safety Training Center
Originating Department: Fire Department

Attachments: 1) Bid Tabulation
2) Council Bill No. 2016-605
3) Contract Agreement
4) Floor Plan
5) Drawing

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

Recommended Action: Approval of the Contract with Crossland Construction in the amount of $4,778,000.00 for construction of the Public Safety Training Center.

Background: In 2006 the citizens of Joplin voted on and passed the Public Safety Sales Tax. One of the projects listed was a Public Safety Training Center. The training tower and training grounds have been completed and it now time for the second phase of this project. Phase II is the Public Safety Training Facility**.**

Discussion: The training facility will be a 19,900 square foot building consisting of primarily classrooms and offices. There will be a total of six classrooms with three of the classrooms having the ability to turn into one large classroom. There will be a fitness room, defensive tactics room, simulation suite that will include areas for fire arms training, drivers training, as well as jail and dispatch training. The completion of this facility will be the final phase of this project.

On March 31, 2016 bids were opened for the construction of the training facility. The City received three (3) bids; R.E. Smith Construction in the amount of $4,789,000.00; Crossland Construction in the amount of $4,778,000.00; and Dalton Killinger Construction in the amount

of $4,796,300.00. Dalton Killinger was disqualified because they did not submit a sub-contractor list as required by the bid documents. City staff determined that the bid from Crossland Construction at $4,778,000.00 was the lowest and best bid and met the City's bid specifications. This bid amount was in line with the Architect's estimate.

Recommendation: To not delay construction staff recommends approval of this Council Bill on an emergency basis.

IFB #2016-500 JOPLIN PUBLIC SAFETY T

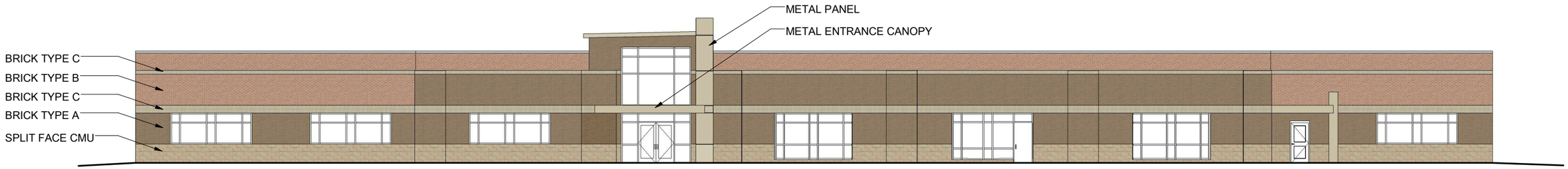
BID OPENING: March 31, 2016; 11:30 AM CDST

CONTRACTOR	ADDENDA	BASE BID	ADD ALTERNATE #1
R E SMITH CONSTRUCTION COMPANY	1THRU 5	$ 4,469,000.00	$ 260,000.00
CROSSLAND CONSTRUCTION COMPANY	1 THRU 5	$ 4,507,000.00	$ 215,000.00
DALTON-KILLINGER CONSTRUCTION COMPANY **	1 THRU 5	$ 4,642,100.00	$ 217,200.00
** Dalton-Killinger Construction was DISQUALIFIED - DID NOT SUBMIT SUBCONTRACTORS LIST (			
ARCHITECTS ESTIMATE OF PROBABLE COST		$ 5,356,882.00	$ 532,391.00

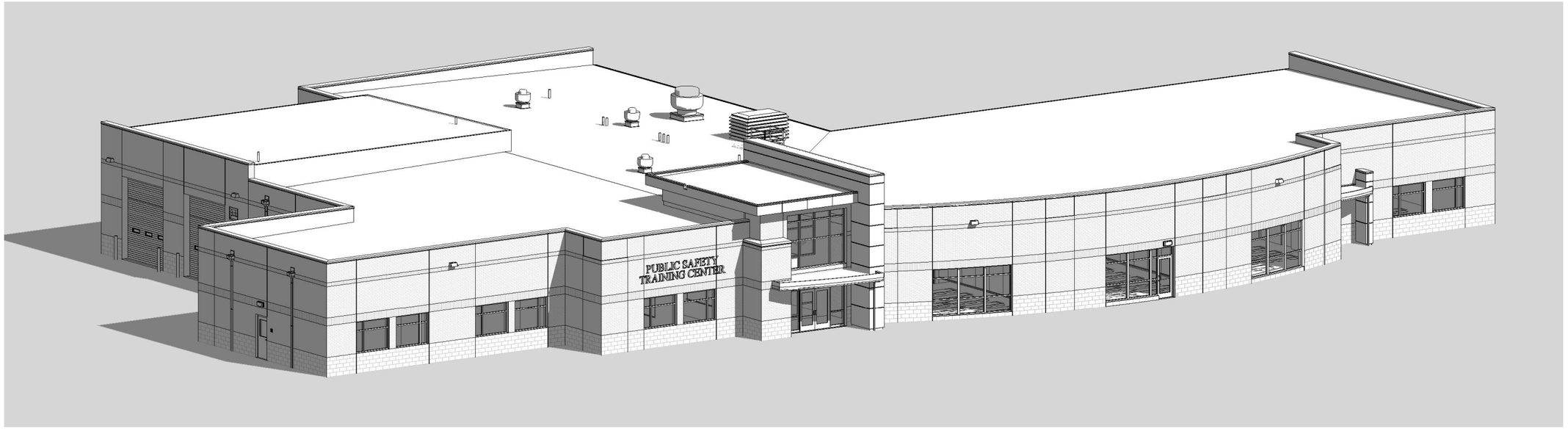
RAINING FACILITY

ADD ALTERNATE #2	DEDUCT ALTERNATE #3	ADD ALTERNATE #4	BASE BID PLUS ALT's 1,2,3 & 4	BID BOND
$ 60,000.00	$ -	No Bid	$ 4,789,000.00	YES
$ 53,000.00	$ -	$ 3,000.00	$ 4,778,000.00	YES
$ 60,000.00	$ (123,000.00)	NO BID	$ 4,796,300.00	YES
ON APRIL 1, 2016				
$ 52,314.00	$ -	$ 3,648.00	$ 5,945,235.00	

JOPLIN PUBLIC SAFETY TRAINING FACILITY

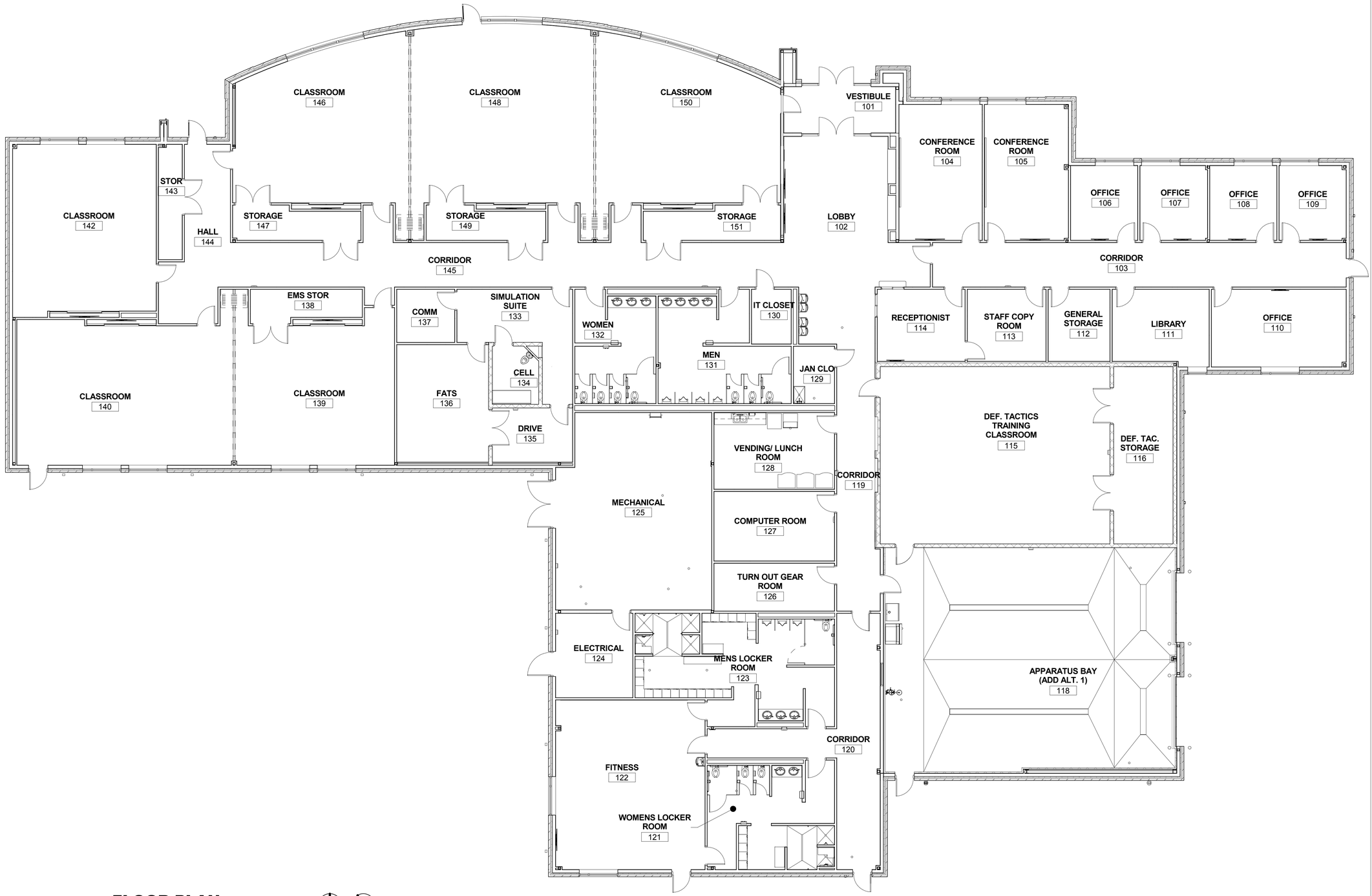


EXTERIOR COLOR ELEVATION



EXTERIOR 3D VIEW

GLMVArchitecture



1 FLOOR PLAN

0' 4' 8' 12'

1/8" = 1'-0"

PLAN NORTH

TRUE NORTH

NOT FOR CONSTRUCTION

4/12/2016 7:16:48 AM

C:\Users\administrator\Documents\13061_JOPLIN-MASTER_ryangkremer.rvt

GLMV Architecture

9229 Ward Parkway, Ste. 210
Kansas City, MO 64114
Tel: (816) 444-4200

www.glmv.com

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JOPLIN PUBLIC SAFETY TRAINING FACILITY

5102 SWEDE LANE, JOPLIN, MO

MARK	DATE	DESCRIPTION

FLOOR PLAN

JOB NO.	13061.000
DATE	04-12-2016
DRAWN	Author
CHECKED	Checker

A1

DWG. OF

NOT FOR CONSTRUCTION

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: April 18, 2016

ITEM: Council Bill No. 2016-003 amending Chapter 42, Courts, Article II, Municipal Court, Division 1, Generally, Section 35, Court costs and other fees. In general, repealing Section 42-35(g) of the Joplin City Code.

ORIGINATING DEPARTMENT: Legal

ATTACHMENTS: Council Bill No. 2016-003

DEPARTMENT HEAD:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm
POLICE CHIEF:	Matt Stewart
COURT ADMINISTRATOR:	Lamonte Ratcliff

INTRODUCTION:

This Council Bill amends Chapter 42, Courts, Article II, Municipal Court, Division 1, Generally, Section 35, Court costs and other fees. Specifically, it repeals Section 42-35(g) of the Joplin City Code.

DISCUSSION:

Section 42-35(g) of the City's Code of Ordinances provides that "In addition to the warrant issuance fee, an arrest fee of $50.00 shall be assessed against any person who is physically arrested pursuant to such warrant."

The Municipal Court has not assessed this fee in many years. According to court records, the ordinance stopped being enforced in 2006. The non-enforcement of Section 42-35(g) was raised in the recent State audit of the Municipal Court. Following a review of the audit by the administrator and court clerk, it has been requested that this sub-Section of the Code be repealed.

RECOMMENDATION:

Staff presents this Council Bill be placed on First Reading.

JLP:ab
attachment

COUNCIL BILL NO. 2016-003 ORDINANCE NO.

AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Division 1, Generally, Section 42-35, Court costs and other fees, by repealing Section 42-35(g) of the Joplin City Code.

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

WHEREAS, Section 42-35(g) of the City's Code of Ordinances provides that "In addition to the warrant issuance fee, an arrest fee of $50.00 shall be assessed against any person who is physically arrested pursuant to such warrant."

WHEREAS, The Municipal Court has not assessed this fee in many years.

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

Section 1. That Section 42-35(g) of the Code of Ordinances of the City of Joplin is hereby repealed.

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

_____
_____, 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 18, 2016

ITEM: COUNCIL BILL NO. 2016-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

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

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. The minimum commercial building permit fee was inadvertently left unchanged at $25.00. The minimum commercial building permit fee should be $75.00. This council bill makes that correction.

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

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

COUNCIL BILL NO. 2016-510 ORDINANCE NO.

AN ORDINANCE repealing Section 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, 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 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 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, be repealed and a new Section 26-91, Building Permit Fees; Reinspection Fee of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

CHAPTER 26 BUILDINGS AND BUILDING REGULATIONS

Article IV. Permits and Fees

Sec. 26-91. Building permit fees; reinspection fee.
The following is a schedule of the building department permit fees:

(1) *Plan Review*. Where a building plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Building Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Building Residential Plan Review* fee shall be .0005 multiplied by the value of the project, with a maximum cap of $2,500 per building plan review, but in no case shall the value of the project be less than the minimum set forth in this section.

1. The value of the project in this section shall be computed by one of the following methods and approved by the Building Official or his designee.

a) Provided by the person applying for the permit and verified by the Building Official.

b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

(2) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Building Commercial permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

b. *Commercial Repairs and alterations permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $75.00.

c. *Commercial Amendments to permit* fee shall be .004 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

d. *Residential Commercial permit fee* shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2.

e. *Residential Repairs and alterations permit* fee shall be .003 multiplied by the value of the project as calculated in 26-91, 1, a, 1 and 2. In no case, shall a building permit fee be less than $25.00.

f. *Residential Amendments to permit* fee shall be .003 multiplied by the value the project as calculated in 26-91, 1, a, 1 and 2. An amendment to a building permit shall not be issued until the additional fee, if any, owing to an increase in the estimated project cost shall have been paid.

(3) *Reinspection Fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.
2) When work is not ready for inspection when called.
3) When work is not installed in compliance with city ordinances and/or applicable codes.
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(4) *Other Fees.*

a. *Fences.* The fee for fences shall be as follows:

1) Residential - $25.00
2) Commercial - $50.00

b. *Swimming pools and spas.* The fees for swimming pools and spas shall be as follows:

1) One- and two-family dwellings (residential, private) $50.00 each.
2) Multiple-family dwellings, motels and hotels (commercial, public and semi-public) $75.00 each.

(5) *Special Inspections.* Inspections made anytime other than normal working hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, will result in an additional fee of $25.00 per half hour of inspection time with a minimum charge of one hour of labor in addition to the permit cost. The minimum fee must be prepaid at the time the inspection is scheduled. If the inspection exceeds one hour, permittee will be billed by mail for the additional amount. If the inspection is not cancelled within 24 hours of the scheduled time, there will be no refunds.

(6) *Certificate of Occupancy.*

a. Where required by this code, or requested by owner, a certificate of occupancy shall be issued prior to the occupancy of the structure at no fee.

b. When required by this code or requested by owner a certificate of completion shall be issued at no fee.

(7) *Duplicate Permit or Certificate.* Whenever a permit or certificate is lost or destroyed or a copy is requested, a duplicate permit or certificate shall be issued by the Building Department upon payment of a replacement fee of Five Dollars ($5.00).

(8) *Permits and Certificates – Fines.* When work has started for which a permit or certificate is required by this article, prior to obtaining the permit or certificate, the fees specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this article in the execution of the work nor from any other penalties in this article. A fine of up to $500.00 per day per violation may be imposed.

(9) *Fee Review Process.* City Council shall review the costs of services associated with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fee charge.

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

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

_____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney