COUNCIL AGENDA
June 6, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Police Chief Matt Stewart To Present Plaque To Dale Potter

      Police Chief Matt Stewart will present a plaque to Dale Potter in recognition of the late Leroy Potter, for Leroy's service to the Joplin Police Department's Citizen's Advisory Council.

   2. Flag Presentation By Allen Shirley And Brad Belk
      Allen Shirley and Brad Belk to present a special US flag to the City of Joplin.

   3. Flag Presentation

      Ron Chappell, County Coroner, will present a special flag to the City of Joplin from DMORT Region VII – Disaster Mortuary Operational Response Team.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-264
      AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, to "Main Street" in the City of Joplin, Newton County, Missouri.

      Documents: SUMMARY SHEET CB 2016-264 .PDF, COUNCIL BILL 2016-264.PDF, SUPPLEMENTAL CB 2016-264.PDF

   3. COUNCIL BILL NO. 2016-265
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-2 property as described below and located at 1401 East Central Street in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-265 .PDF, COUNCIL BILL 2016-265.PDF, SUPPLEMENTAL CB 2016-265.PDF

8. **Consent Agenda**

   1. Minutes Of The May 16, 2016 City Council Meeting

Documents: MAY 16 2016 MINUTES.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-125
AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Two Hundred Seventy-Six and no/100 Dollars ($172,276.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

   Documents: SUMMARY SHEET CB 2016-125.PDF, COUNCIL BILL 2016-125.PDF, SPECIFICATIONS CB 2016-125.PDF

2. COUNCIL BILL NO. 2016-126

   AN ORDINANCE approving an Agreement with Joplin Area Habitat for Humanity Inc., for the acquisition of property necessary for the closure of the at-grade crossing near 10th Street and Sergeant Avenue; and authorizing the City Manager to convey the described property rights by Quit Claim deed; and containing an emergency clause.

   Documents: 2125 EMPIRE.PDF, CB 2016-126.PDF, COJ - HABITAT REAL ESTATE CONTRACT.PDF, QC COJ TO HABITAT.PDF, QC HABITAT TO COJ.PDF, SUMMARY 2016-126.PDF

3. COUNCIL BILL NO. 2016-127
AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on 32nd Street from Main Street to Jackson Avenue to 40 m.p.h.; and containing an emergency clause.

   Documents: CB 2016-127 SUMMARY.PDF, CB-2016 -127 32ND SPEED LIMIT.PDF, SEC._114_822.32ND.PDF, 32ND_ST_SPEED_LIMIT.PDF

4. Council Bill No. 2016-128

   COUNCIL BILL NO. 2016-128 - AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Connecticut Avenue from 20th Street to Murphy Blvd. to 35 m.p.h.; and containing an emergency clause.

   Documents: CB 2016-128 SUMMARY.PDF, CB-2016-128 - CONNECTICUT SPEED LIMIT.PDF, CONNECTICUT_SPEED_LIMIT.PDF, SEC._114_822.CT.PDF

5. COUNCIL BILL NO. 2016-406
AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 5 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities, not to exceed One Million, Five Hundred Twenty One Thousand Dollars ($1,521,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents: CB 2016-406 SUMMARY.PDF, CB 2016-406.PDF, WORK AUTHORIZATION 5.PDF

6. COUNCIL BILL NO. 2016-512
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 2016-512 SUMMARY FY 2016 BUDGET ADJUSTMENT.PDF, CB 2016-512 BUDGET AMENDMENT ORDINANCE.PDF, CB 2016-512 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-004
AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel.

Documents: SUMMARY_COLLECTIVE BARGAINING PROVISIONS_LAW ENFORCEMENT PERSONNEL_CB2016-004.PDF, COLLECTIVE BARGAINING - COJ-POLICE DEPARTMENT - FINAL 5 2 2016 FOR 6-6-2016 COUNCIL MTG SEE CB2016-004.PDF, COLLECTIVE BARGAINING PROVISIONS AGREEMENT WITH LAW ENFORCEMENT PERSONNEL_CB2016-004.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. NEWS FROM THE PIO

2. CLOSED SESSION
Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016

Item: COUNCIL BILL NO. 2016-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 5/9/2016

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

SUMMARY/REQUEST:
Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to rename the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

STAFF SUMMARY:
The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd street, while Hearnes Boulevard continues south from 33rd Street south to the City limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd Street, and the change can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit as 'MAIN STREET EXIT'. Because Main Street does not touch this interchange, Federal Highway Administration regulations prohibit the exit being named for Main Street. If visitors try to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

Currently, there is an effort to rename the portion of the 249 bypass east of Joplin in honor of Governor Warren E. Hearnes.

Staff recommends approval of Case 016-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Patrick Tuttle, Convention & Visitors Bureau Director for the City of Joplin, presented this request to the Planning and Zoning Commission and the City Council a year ago, with the City Council not approving the request at that time.

On April 13, 1965, the City Council named the newly developed roadway as Hearnes Boulevard. Former Governor Warren E. Hearnes is credited with giving Joplin its four-year university. The new part of Main Street extending from 33rd Street to the south city limits was dedicated to the governor's honor. Mr. Tuttle is working on a project to name the Route 249 Bypass in Governor Hearnes' honor as a memorial highway, creating a longer and better legacy for the governor.

Mr. Tuttle discussed the impact of Mercy Hospital being in the south part of Joplin, with the area changing to commercial with more medical influence. People traveling between Freeman and Mercy hospitals must use a roadway that may not be familiar to them. This is not a positive part of the Joplin community when people are in timeless stress or dire need to find their loved ones.

Mr. Tuttle stated the name Main Street cannot be placed on signage on I-44. The federal highway standards do not allow that because Main Street does not touch I-44. Joplin's downtown businesses or historical districts cannot be promoted along I-44 since the roadway is named Hearnes Boulevard in that area. Access to the Joplin Regional Airport is now being directed from I-44 via Range Line Road and through Webb City, even though the airport terminal has been moved onto North Main Street.

Mr. Tuttle has visited with Mrs. Hearnes since this request was initially presented last year. She is very much appreciative that the City of Joplin is taking the time to consider naming Route 249 in Governor Hearnes' honor and understands the growth along Main Street with Mercy Hospital. She supports the name change to Main Street and has endorsed a letter to the City of Joplin stating such. The letter is to support the Missouri Department of Transportation (MoDOT) application for naming Route 249 in the governor's honor.

Mr. Tuttle asked for a recommendation to change the name of Hearnes Boulevard to Main Street for the sake of tourism, for the sake of Mercy Hospital, and for the sake of the area businesses.

Mr. Ramsour asked if the roadway between 32nd and 33rd Streets is actually named Main Street, and Mr. Tuttle replied that block is South Main. The ordinance states the roadway is named Hearnes Boulevard from 33rd Street to the city limits, which has moved over several years' time. The current city limits lie south of Riviera Drive near the Silver Creek bridge.

Mr. Duncan asked why the commissioners are not looking at the application to move the name Hearnes to Route 249. Mr. Tuttle replied MoDOT suggested doing the renaming first, with renaming to follow. The City Council wanted to do both simultaneously.

Mr. Tuttle stated the Missouri Southern State University (MSSU) Board of Governors thought this was a decisive issue amongst the City Council, even though the vote was split. The Board of Governors will not support this request without a letter from the Mayor. Mr. Tuttle will present to the City Council a prepared letter to the president of the MSSU Board of Governors asking for their full support and endorsement of the application as well. The application has a 100-person signature with a $2,000 fee, and an application signed by all parties of interest, as well as the area legislators, who are all in favor of the request.

Mr. Smith asked if the entire roadway will be named Main Street, and Mr. Tuttle replied yes.

PUBLIC COMMENT: None.

P & Z Case 016-16
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-264 ORDINANCE NO.

AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, to "Main Street" in the City of Joplin, Newton County, Missouri.

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

Section 1. That the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, be changed to "Main Street" in the City of Joplin, Newton County, Missouri.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 9, 2016
City Council Meeting: June 6, 2016

STAFF PLANNING REPORT
Street Re-naming

CASE 016-16	A request to re-name the existing public right-of-way from "Hearnes Boulevard" to "Main Street"
LOCATION	Beginning at 33rd St. and extending south to the current City of Joplin boundary
APPLICANT	City of Joplin

CLASSIFICATION OF STREET
Arterial – MoDOT

HAVE ALL PROPERTY OWNERS ALONG THE STREET AGREED TO THE NAME CHANGE?
Yes.

DISCUSSION
The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd street, while Hearnes Boulevard continues south from 33rd Street south to the City limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd Street, and the change can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit as 'MAIN STREET EXIT'. Because Main Street does not touch this interchange, Federal Highway Administration regulations prohibit the exit being named for Main Street. If visitors try to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

Currently, there is an effort to rename the portion of the 249 bypass east of Joplin in honor of Governor Warren E. Hearnes.

Staff recommends approval of Case 016-16.

Honorable Betty C. Hearnes
Post Office Box 509
Charleston, Missouri 63834

May 26, 2015

ATTENTION: Missouri Department of Transportation Memorial Highway Naming

It is with great honor that I give my permission to the City of Joplin and Missouri Southern State University, in their pursuit to seek MoDOT approval, to name the portion of the 249 Bypass east of Joplin in honor of my husband, the late Warren E. Hearnes, Governor of Missouri.

Sincerely,

Betty C. Hearnes

Betty C. Hearnes

JOPLIN
CONVENTION & VISITORS BUREAU

602 S. Main, Joplin, Missouri 64801 | 417. 625.4789 | Fax: 417. 624.7948 | www.visitjoplinmo.com

COPY

The City of Joplin is weighing the idea of changing the name of Hearnes Boulevard back to South Main Street throughout this entire corridor. As you may know, from a 1965 City Council resolution, South Main Street stops at 33rd Street. From there, south to the "City Limits" the roadway is known as Hearnes Boulevard. Many local citizens may not realize that this corridor has two different names, however it becomes cumbersome to those traveling and those providing directions to travelers to this area.

This name change would provide several benefits:

- Allows Missouri Department of Transportation (MoDOT) to mark the I-44 Exit 6 as "Main Street" exit. Currently, in accordance with Federal Highway Standards, MoDOT cannot do so because Joplin's Main Street does not touch this interchange. This creates confusion for travelers exiting Interstate 44 who are trying reach destinations along Main Street or adjacent to it, or are visiting Downtown.
- Offers a more precise method of communicating directions to those traveling to the southern portion of Main Street. This will be of great importance for patients and visitors to the new Mercy Hospital opening soon at the I-44/Hearnes Boulevard interchange.

We would like your input as to how such an address name change would impact your life or business. From discussion with the Joplin Postmaster the transition would not impact any mail service to your address. Both the U.S. Postal Service and E-911 management already recognize the areas as both South Main Street and Hearnes Blvd.

Please respond to Patrick Tuttle at 417-624-0820, ext. 271 with your concerns/comments.

We would appreciate your response by _____.

.....

YOUR RESPONSE:

I support this change ✓.

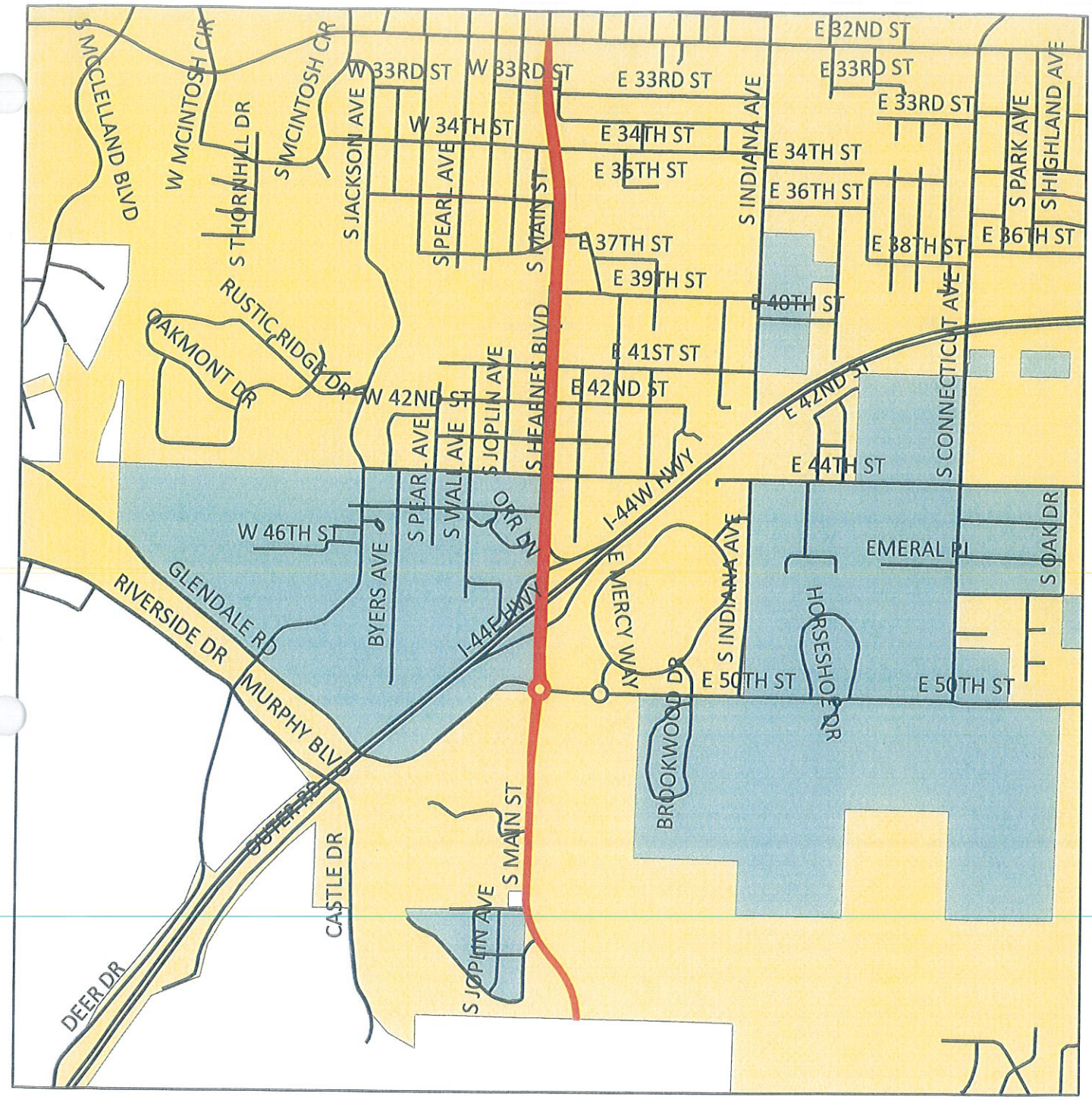
My concerns with the change are: _____

_____

_____

Name: [signature] Address: 4130 S. MAIN ST

VOLK Insurance Agency



Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to re-name the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

N

Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to rename the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

Mr. Eastman opened the public hearing for Case 016-16.

Mr. Patrick Tuttle, Convention & Visitors Bureau Director for the City of Joplin, brought this request to this commission and the City Council a year ago, with the City Council not approving the request at that time. With the increased traffic due to Mercy Hospital being open, it is time to bring the request back to this commission and the City Council for consideration.

On April 13, 1965, the City Council named the newly developed roadway as Hearnes Boulevard. Former Governor Warren E. Hearnes is credited with giving Joplin its four-year university. The new part of Main Street extending from 33rd Street to the south city limits was dedicated to the governor's honor. At that time the city limits did not extend all the way south to Interstate 44.

Mr. Tuttle believes it is very fitting to honor Governor Hearnes and is working on a project to name the Route 249 Bypass in his honor as a memorial highway, creating a longer and better legacy for the governor.

Mr. Tuttle discussed several reasons for changing the name from Hearnes Boulevard to Main Street. He discussed the impact of Mercy Hospital being in the south part of Joplin, with that area changing to commercial with more medical influence.

People traveling between Freeman and Mercy hospitals must consider how to reach the facilities via another roadway that may not be familiar to them. This is not a positive part of the Joplin community when people are in timeless stress or dire need to find their loved ones.

Mr. Tuttle stated the name Main Street cannot be placed on signage on I-44. The federal highway standards do not allow that because Main Street does not touch I-44. Joplin's prosperous downtown businesses or historical districts cannot be promoted along I-44 since the roadway is named Hearnes Boulevard in that area. The signage for the exit advertises Joplin and Racine, but Joplin's downtown district or Main Street districts or anything historic is not promoted.

Access to the Joplin Regional Airport is now being directed from I-44 via Range Line Road and through Webb City. That piece has not been changed since the airport terminal was moved onto North Main Street.

Mr. Tuttle has visited with Mrs. Hearnes since this request was initially presented last year. She is very much appreciative that the City of Joplin is taking the time to consider naming Route 249 in Governor Hearnes' honor. She understands the growth along Main Street with Mercy Hospital, which she has personally seen in her travels throughout the state. She supports the name change to Main Street and has endorsed a letter to the City of Joplin stating such. The letter is to support the Missouri Department of Transportation (MoDOT) application for naming Route 249 in the governor's honor, and she is also in agreement that the City staff took the honor to visit with her about renaming the street.

Mr. Tuttle asked the commissioners for their support and to forward recommendation to the City Council to change the part of South Main Street that is Hearnes Boulevard back to Main Street for the sake of tourism, for the sake of Mercy Hospital, and for the sake of the businesses in the area.

Mr. Ramsour asked if the roadway between 32nd and 33rd Streets is actually named Main Street, and Mr. Tuttle replied that block is South Main. The ordinance states the roadway is named Hearnes Boulevard from 33rd Street to the city limits, which has moved over several years' time. The current city limits lie south of Riviera Drive near the Silver Creek bridge.

Mr. Duncan asked why the commissioners are not looking at the application to move the name Hearnes to Route 249. Mr. Tuttle replied when he initially discussed the whole process with MoDOT, both the naming as well as the renaming, MoDOT suggested doing the renaming first and then follow up with the naming. The City Council wanted to do both simultaneously.

Mr. Tuttle stated the Missouri Southern State University (MSSU) Board of Governors thought this was a decisive issue amongst the City Council, even though the vote was split. The Board of Governors will not support this request without a letter from the Mayor. Mr. Tuttle will also present to the City Council a prepared letter to the president of the MSSU Board of Governors asking for their full support and endorsement of the application as well. The application has a 100-person signature with a $2,000 fee, and an application signed by all parties of interest, as well as the area legislators, who are all in favor of the request.

Mr. Smith asked if the entire roadway will be named Main Street, and Mr. Tuttle replied yes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 016-16.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 016-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016

Item: COUNCIL BILL NO. 2016-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 5/9/2016

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

SUMMARY/REQUEST:
Case 017-16: 1401 East Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

STAFF SUMMARY:
This property is located in the East Town neighborhood of Joplin at the intersection of Central Street or Comingo Avenue. Habitat for Humanity would like to rezone this property in order to build two single-family residences. It is being rezoned to R-2 (Two-Family Residential) to match adjacent zoning within the neighborhood.

Staff recommends approval of Case 017-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Scott Clayton, Executive Director of Joplin Area Habitat for Humanity, requested the rezoning of the property in Case 017-16. They have done a lot of work in this part of Joplin and plan to continue that. The property in this request was commercial, but he would like it to be residential. Habitat for Humanity builds houses with partner families and then sells them at no-interest loans, providing the opportunity for home ownership through their program.

Mr. Duncan asked about the City ordinance on the width of a residential lot. Ms. Cunningham replied if new lots are being platted, or a new section is being subdivided, the requirement is for width of a residential lot to be at least 65 feet. Original lots that have already been platted are grandfathered in as long as a developer is constructing with the original use.

PUBLIC COMMENT: None.

P & Z Case 017-16
Joplin Area Habitat for Humanity
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-2 property as described below and located at 1401 East Central Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-1 and including same in District R-2:

ALL OF THE SOUTH 55 FEET OF LOTS NUMBERED ONE (1), TWO (2), THREE (3) AND FOUR (4) AND ALL OF THE SOUTH 55 FEET OF THE WEST 20 FEET OF LOT NUMBERED FIVE (5) IN BLOCK 26 IN THE FIRST ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE EAST ONE-HALF (E1/2) OF VACATED COMINGO AVENUE LYING WEST OF AND ADJOINING THE SOUTH 55 FEET OF LOT 1.

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

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

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 9, 2016
City Council Meeting: June 6, 2016

STAFF PLANNING REPORT
Rezoning

CASE 017-16 A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes

LOCATION 1401 Central Street

APPLICANT Joplin Area Habitat for Humanity

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 Neighborhood Commercial	Undeveloped	19,200 sq ft

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R-2	R-2	R-2
Land Use	Commercial	Residential	Residential	Residential

FUTURE LAND USE
The City of Joplin's future land use map classifies this area as Moderate-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Central Street	Secondary	50'
Comingo Avenue	Secondary	50'

UTILITIES Yes – sewer line running along Central.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?
Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED
Currently, this site is zoned C-1 (Neighborhood Commercial). Single-family homes are not permitted in any commercial zoning designation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY
This zoning change would not detrimentally affect nearby property.

DISCUSSION
This property is located in the East Town neighborhood of Joplin at the intersection of Central Street or Comingo Avenue. Habitat for Humanity would like to rezone this property in order to build two single-family residences. It is being rezoned to R-2 (Two-Family Residential) to match adjacent zoning within the neighborhood.

Staff recommends approval of Case 017-16.

ENCLOSURES
Map
Application

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 017-16
Filing Fee. $450.00 - waived
Date Advertised:
Date Notices Sent:
P&Z Date: 5-9-16
City Council Date: 6-6-16

APPLICANT: Joplin Area Habitat for Humanity PHONE: 782-6533
ADDRESS: 5201 N. Main Street ZIP: 64801
EMAIL: sclayton@joplinhabitat.org
OWNER: Joplin Area Habitat for Humanity PHONE: 782-6533
ADDRESS: 5201 N. Main Street ZIP: 64801
EMAIL: sclayton@joplinhabitat.org
LOCATION OF PROPERTY: 1401 E. Central
LEGAL DESCRIPTION: All of the South 55 feet of Lots numbered One (1), Two (2), Three (3) and Four (4), and all of the south 55 feet of the West 20 feet of lot numbered Five (5) in Block 26 in the 1st addition to east Joplin City, now a part of the City of Joplin, Jasper Co, MO, according to the recorded plat thereof, together with the East one-half (1/2) of vacated Camingo Ave. lying west of an adjoining the sa 55 feet of Lot
Present Zoning commercial Requested Zoning: residential Acreage: .217
Present Use of Property: empty lot
Proposed Use of Property: 2 Habitat houses

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	parking lot for closed business	commercial
South	houses	residential
East	house	residential
West	house	residential

CHARACTER OF THE NEIGHBORHOOD: similar housing

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: lots would be perfect to build 2 houses facing Central St.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Central St.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local x
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? yes
2. Properly Sized Street Right-of-Way? yes ?
3. Drainage Easements? no
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 4-18-16

BY: Scott Clayton

TITLE: Executive Director

Joplin Area Habitat for Humanity®

4-18-16

City of Joplin
Community Development
602 S. Main Street
Joplin, MO 64801

To the Community Development Department,

We are request that 1401 East Central Street in Joplin be rezoned from commercial to residential. The houses will face Central Street and will be of like housing to the neighborhood. Behind the property (to the north) is a parking lot that was once Lumpy's Restaurant. Joplin Area Habitat for Humanity and several other organizations have built or repaired many houses in this area of Joplin. Every time a new house is built, a neighborhood continues to improve. This continues to bring positive change to the neighborhood. There will not be any adverse effect to traffic as it is not a high traffic street. There will be no danger from fire hazards and will improve the character of the surrounding properties and improves Joplin's housing stock. If approved we will be constructing 2 – 3 bedroom houses for partner families in need of better housing. This project has been in discussion with the Community Development Department since 2015 and correlates well it's desire to continue to develop and improve the neighborhood.

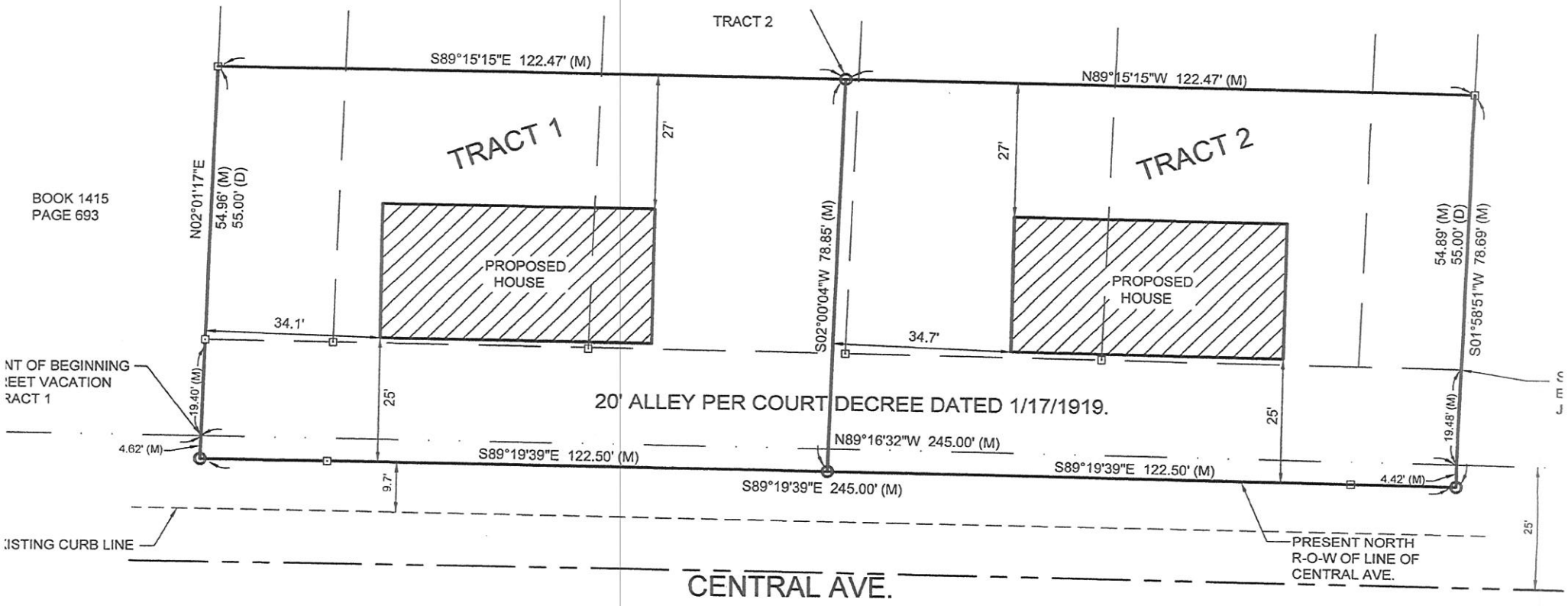
Please contact with any questions or items I did not cover sufficiently.

Sincerely,

Scott Clayton
Executive Director

5201 North Main Street, Joplin, Missouri 64801

Phone: (417) 782-6533 Fax: (417) 781-4553 www.joplinhabitat.org


TRACT 2
S89°15'15"E 122.47' (M)
N89°15'15"W 122.47' (M)
TRACT 1
TRACT 2
27'
27'
BOOK 1415
PAGE 693
N02°01'17"E
54.96' (M)
55.00' (D)
PROPOSED HOUSE
PROPOSED HOUSE
S02°00'04"W 78.85' (M)
54.89' (M)
55.00' (D)
S01°58'51"W 78.69' (M)
34.1'
34.7'
NT OF BEGINNING
EET VACATION
RACT 1
19.40' (M)
25'
20' ALLEY PER COURT DECREE DATED 1/17/1919.
25'
19.48' (M)
4.62' (M)
S89°19'39"E 122.50' (M)
N89°16'32"W 245.00' (M)
S89°19'39"E 122.50' (M)
4.42' (M)
9.7'
S89°19'39"E 245.00' (M)
ISTING CURB LINE
PRESENT NORTH
R-O-W OF LINE OF
CENTRAL AVE.
25'
CENTRAL AVE.



Case 017-16: 1401 Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

Case 017-16: 1401 East Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

Mr. Eastman opened the public hearing for Case 017-16.

Mr. Scott Clayton, Executive Director of Joplin Area Habitat for Humanity, appeared to request the rezoning of the property in Case 017-16. They have done a lot of work in this part of Joplin and plan to continue that. The property in this request was commercial, but he would like it to be residential. Habitat for Humanity builds houses with partner families and then sells them at no-interest loans, providing the opportunity for home ownership through their program.

Mr. Duncan asked about the City ordinance on the width of a residential lot. Ms. Cunningham replied if new lots are being platted, or a new section is being subdivided, the requirement is for width of a residential lot to be at least 65 feet. Original lots that have already been platted are grandfathered in as long as a developer is constructing with the original use.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 017-16.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 017-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES May 16, 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 Assistant City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Presentation of the Patriot Award to be made by Retired United States Army National Guard Colonel Steven Vanderhoof to Assistant Director of Public Works Dan Salisbury. Colonel Vanderhoof stated the purpose of the Patriot Award is to recognize a supervisor for the support, respect, and encouragement he demonstrates to his employees, and especially those in the military. Brandon Louderback, a City of Joplin Engineering Technician and a Technical Sergeant assigned as a Geobase Manager 188th Wing, Civil Engineering Squadron, Air National Guard in Fort Smith, AR, nominated Dan Salisbury for this prestigious award.

REPORTS AND COMMUNICATIONS
Update on the Audubon Center from Audubon Board members Robin McAlester and Mike Pence. Robin McAlester presented the Wildcat Glades Conservation & Audubon Center Annual Report to the Community for 2015 and an overview of the Centers' accomplishments over the past nine years. Mike Pence, Chairman of the Board at the Audubon Center added his comments following Robin's presentation, focusing on the operating revenues versus operating expenses. He hopes the city will do all it can to continue to fulfill the Centers' mission of connecting people with nature for generations to come.

Economic Development Update from Joplin Area Chamber of Commerce president, Rob O'Brian. Rob introduced Karen Plott, Chairman of the Board for the Chamber of Commerce. Karen introduced fellow board members Clive Berry, Brandon Davis, John Karry and Kelly Perigo. Karen expressed thanks and appreciation to Rob for being a strong, economic development professional, not just in Missouri, but in the entire Midwest. The JACC board appreciates the strong, economic development partnership with the City and the trust the City instills in the JACC Board to carry out the city's economic endeavors. Rob the presented the quarterly economic development report.

Annual Audit Presentation by Cochran, Head, Vick & Co. Brian Holst, CPA, Senior Manager of CHV presented the Comprehensive Annual Financial Report, Single Audit, Policemen's and Firemen's Pension Plan Audit and Passenger Facility Charge Audit.

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

CITIZEN REQUESTS AND PETITIONS

Tom Hamsher, Webb City, is the Mt. Hope Cemetery administrator, addressed Council regarding the Veterans Memorial Day Ceremony at Mt Hope Cemetery. Mr. Hamsher invited everyone to attend this ceremony to honor our military on Monday, May 30 from 11:00 a.m. to 12:00 pm. It will be a traditional memorial day service that includes a 21-gun salute, *Taps* played by Bugles Across America, *Amazing Grace* played by bagpiper Kathy Crites and will conclude with a flyover of World War II vintage aircraft.

PUBLIC HEARINGS

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

Minutes of the May 2, 2016 Council Meeting

RESOLUTIONS

Mr. West introduced Resolution No. 2016-005 - a resolution appointing new members to the Northpark Mall Community Improvement District (CID) Board. Motion by Mr. West, Second by Mrs. Lewis to approve Resolution No. 2016-005. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0 **Resolution No. 2016-005**

Mr. Shaw introduced Resolution No.2016-007-a resolution authorizing the filing of a 1st Amendment to the Sixth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin. Motion by Mr. Shaw, Second by Mr. Stanley to approve Resolution No. 2016-007. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. **Resolution No. 2016-007**

Mr. Stanley introduced Resolution No. 2016-008 - a resolution authorizing the filing of a Seventh Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Partial Action Plan for and on behalf of the City of Joplin. Motion by Mr. Shaw, Second by Mr. Stinnett to approve Resolution No. 2016-008. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0 **Resolution No. 2016-008**

ORDINANCES - EMERGENCIES

Mr. West introduced Council Bill No. 2016-121-an ordinance approving the contract with Sprouls Construction in the amount of One Hundred Seventy-One Thousand Nine Hundred Twenty-Eight and no/100 Dollars ($171,928.00) for Arterial/Collector Manhole Surface Adjustments project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. West, Second by Mr. Brown that Council Bill No. 2016-121 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-076**

Mr. Shaw introduced Council Bill No. 2016-122 - an ordinance approving the contract with Ace Pipe Cleaning, Inc., for the 2016 & 2017 Evaluation and Rehabilitation of Wastewater Collection System Project in the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. West that Council Bill No. 2016-122 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-077**

Mr. Shaw introduced Council Bill No. 2016- 123 - an ordinance approving the contract with Neal's Construction, LLC, in the amount of Three Hundred Seventy-One Thousand, One Hundred Twenty-Nine DOLLARS and 50/100 ($371,129.50) for the Neighborhood Improvement District No. III Sanitary Sewer Replacements Project in the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. McCreary that Council Bill No. 2016-123 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stinnett, West. Nays: 0; Abstention: Stanley, 1. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-078**

Mr. Stinnett introduced Council Bill No. 2016-124 - an ordinance approving the contract with Rosetta Construction L.L.C. in the amount of One Million, Ninety-Eight Thousand, Eight Hundred Forty-Four DOLLARS and no/100. ($1,098,844.00) for the Banker's Addition Public Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Stinnett, Second by Mr. Brown that Council Bill No. 2016-124 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-079**

Mr. West introduced Council Bill No. 2016-362 - an ordinance approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 120 S. Pearl in the City of Joplin, Missouri, for the amount of Four Thousand Four Hundred Thirty-Seven and 00/100 Dollars (4,437.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, Second by Mr. Stanley that Council Bill No. 2016-362 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-080**

Mr. Stanley introduced Council Bill No. 2016 - 363 - an ordinance approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 117 S. St. Charles in the City of Joplin, Missouri, for the amount of One Thousand Nine Hundred Forty-Nine and 00/100 Dollars (1,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Stinnett that Council Bill No. 2016-363 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-081**

Mr. Stanley introduced Council Bill No. 2016-405 -an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with the Community Health Clinic of Joplin in the amount of One Hundred Seventy -Five Thousand Dollars ($175,000.00) to provide funding assistance for the rehabilitation of the existing Community Clinic; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Brown that Council Bill No. 2016-405 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-082**

Mr. Stanley introduced Council Bill No. 2016-511 - an ordinance approving an agreement for depository services by and between UMB Bank and the City of Joplin, Missouri, for UMB Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2016-511 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-083**

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

Boards/Commissions – Appointments and Reappointments

The City Council Approved the following Reappointments:

Design Review: Nancy Morton, term expires 5/7/20

JRC: Laurie Delano, term expires 5/29/19

Solid Waste: Steve Fuller, term expires 5/17/19

The City Council approved the following Appointments to Boards/Commissions:

Library Board: Nicole Shoaf - term expires 5/21/19

JRC: Doug Doll - term expires 5/16/19

JRC: John Hipple, filled unexpired term of Phil Stinnett -term expires 1/21/17.

JSA: Tabitha Vaughn filled unexpired term of Phil Stinnett - term expires 6/18/18

JSA: Mark Turpen - moved from Alternate to fill unexpired term of Jim West - term expires 12/6/16

P&Z: Wendy Brueckner-Sears – term expires 5/16/19

News from the PIO

As Joplin residents prepare their gardens and yards for the summer, the City will open the tree limb and brush drop-off site on Saturday, May 21 from 8 a.m. to 2 p.m. This program is open the third Saturday of the month March through November. The drop-off site is located at 1702 North Schifferdecker Avenue, six tenths of a mile north of Belle Center Road on the west side of Schifferdecker. This free drop-off service is for Joplin residents only and has no load limits. Leaves, grass clippings, trash, etc. will not be accepted.

The public is invited to join in the Joplin Museum Complex's 85th Birthday Celebration at 2 p.m. on Tuesday, May 17 at the museum in Schifferdecker Park. The occasion will be marked with proclamations, a ribbon cutting with the Joplin Area Chamber of Commerce and a brief historical overview of the history of the museum by Director Brad Belk. Refreshments will be available.

If citizens are interested in learning more about the various Joplin Proud activities taking place from May 19 to May 22 as part of the recognition of the 5th Anniversary of May 22, 2011, they can visit the group's official site at joplinproud.com. During these four days, citizens can join together to remember and reflect on what we lost, reconnect and thank the volunteers who came to our aid, and recognize and be proud of the progress we have made as a community since that fateful day.

And one more date to add to your calendar – Please join the City and the Joplin Area Chamber of Commerce as we kick off Curbside Recycling in Joplin with an official ribbon cutting on Wednesday, June 1. The event will be held at 3 p.m. on June 1 at 2602 S. Kingsdale Drive. We invite the public to be part of this recognition as Joplin residents begin using this new service. More details about these topics can be found on our website, www.joplinmo.org. Thank you.

Mrs. Lewis thanked the Parks and Recreation staff for allowing her to help coach soccer for 3-4 years old kids. She stated it was a pleasure and commended the Parks and Recreation staff and department for doing a wonderful job with all their great programs.

Mr. Shaw commended Joplin Proud on an outstanding job of working diligently to try to make the 5th anniversary of the tornado, not a celebration, but rather a time to remember what we lost, thank the volunteers who came to our aid, and be proud of the progress we have made as a community.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2015, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, Second by Mr. Brown to move into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 9. Nays: 0.

There being no further business the meeting adjourned at 9:00 p.m.

Submitted,

Barbara J. Gollhofer, Assistant City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016
Council Bill No. 2016-125
Item: Purchase of International Dump Truck

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2016-125
2) Specification quote for the MoDOT Bid from International Truck and Engine Corp.

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

Recommended Action: Approval for the purchase of an International Dump Truck from International Truck and Engine Corporation in the amount of $172,276.00 for the Street Maintenance Division.

Background: In planning for the 2015-2016 budget, the normal turnover for vehicles and equipment, the Street Division is replacing an older Dump Truck for this International Truck. This led to the recommendation for replacement of the equipment with an International chassis and snow plow. This truck matches the capabilities of other trucks in the Division and is suitable for the tasks. Historically, vehicles and equipment replaced by the Street Division will then be declared surplus property and be placed into the city auction.

Discussion: Following the approval of the FY 2015-2016 Operating Budget, city staff used the MoDOT state bid to find a replacement for one of the Dump Trucks needing to be replaced and optimizing options for the truck to maximize efficiency for the operator. The decision was made by the Public Works Department to use the state bid to purchase one Dump Truck from International Truck and Engine Corporation in the amount of $172,276.00. This Dump Truck will replace the one currently being used by the Street Division, the truck comes with a front snow plow as well as a spreader for snowy and icy weather.

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

COUNCIL BILL NO. 2016-125 ORDINANCE NO.

AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Two Hundred Seventy-Six and no/100 Dollars ($172,276.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

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

Section 1. Approve the purchase order with International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Two Hundred Seventy-Six and no/100 Dollars ($172,276.00) in the City of Joplin, Missouri.

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

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

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

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

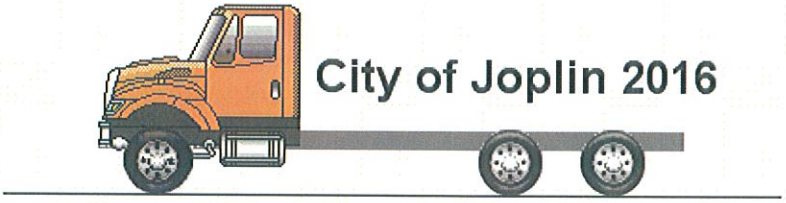
INTERNATIONAL®

April 11, 2016

Prepared For:
City of Joplin, MO.
Dean Smith
602 S Main St.
Joplin, MO 64801-2316
(417)624 - 0820
Reference ID: JDS-4582-01

Presented By:
INT'L TRK & ENGINE CORP
Joe D Sontag
900 S HIGHWAY DR STE 103
FENTON MO 63026 -
(636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2017 7500 SFA 6X4 (SF537)

APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000 Calc. Start / Grade Ability: 18.32% / 2.23% @ 55 MPH Calc. Geared Speed: 78.2 MPH
DIMENSION:	Wheelbase: 213.00, CA: 138.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Navistar N10} EPA 2010, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
PAINT:	Cab schematic 100GM Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Code	Description	List (US DOLLAR)
SF53700	Base Chassis, Model 7500 SFA 6X4 with 213.00 Wheelbase, 138.00 CA, and 65.00 Axle to Frame.	$106,964.00
1570	TOW HOOK, FRONT (2) Frame Mounted	$73.00
1572	TOW HOOK, REAR (2)	$75.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	$665.00
1LLK	BUMPER, FRONT Omit Item	($30.00)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	$590.00
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)	$742.00
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	$1,217.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 18,000-lb Capacity; Less Shock Absorbers	$79.00
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free	
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	$0.00
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	Notes : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.	
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	$0.00
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	$317.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	$0.00
	Includes : DRAIN VALVE Mounted in Wet Tank	

Code	Description	List (US DOLLAR)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	$0.00
4EBT	AIR DRYER {Bendix AD-IP} With Heater	$526.00
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	$0.00
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	$97.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	$125.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	$0.00
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	$0.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	$102.00
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	$32.00
5708	STEERING COLUMN Tilting	$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	$0.00
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	$1,169.00
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	$2,051.00
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	$133.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	$0.00
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	

Code	Description	List (US DOLLAR)
8518	CIGAR LIGHTER Includes Ash Cup	$18.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	$0.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	$363.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	$47.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	$68.00
8THB	BACK-UP ALARM Electric, 102 dBA	$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	$158.00
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch	$79.00
8VAY	HORN, ELECTRIC Disc Style	$0.00
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab	$0.00
8VZK	TURN SIGNALS, FRONT {Sound Off} Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	$187.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	$94.00
8WGD	SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position	$259.00
	Notes : To Be Used as a Pilot Air and NOT as an Air Supply.	
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	$26.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	$0.00
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	$147.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	$48.00
	Notes : Feature included with CAB INTERIOR TRIM, Premium	

Code	Description	List (US DOLLAR)
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	$99.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	$167.00
9HBM	GRILLE Stationary, Chrome	$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	$76.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GM"	$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	$0.00
10UAD	VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California	$0.00
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	$0.00
11001	CLUTCH Omit Item (Clutch & Control)	$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	$353.00
12959	BLOCK HEATER, ENGINE {Phillips} 120V/1250W Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	$92.00
12NWJ	ENGINE, DIESEL {Navistar N10} EPA 2010, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) Includes : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	$1,477.00
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	$0.00

Code	Description	List (US DOLLAR)
	Includes : FAN Nylon	
12UCV	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler	$0.00
12UPA	FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016	$350.00
12VBB	AIR CLEANER Dual Element	$59.00
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	$45.00
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	$0.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	$9,443.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	$667.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	$203.00
13WUA	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged	$129.00
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	$0.00
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.29	$0.00
	Includes : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle	
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14ULX	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers	$71.00

Code	Description	List (US DOLLAR)
	Includes : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone	
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	$191.00
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	$878.00
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	$52.00
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	$123.00
15SWE	FUEL TANK Top Draw; Non-Polished Aluminum, 26" Diam., 70 U.S. Gal., 265 L Capacity Mounted Left Side, Under Cab	$104.00
16030	CAB Conventional	$0.00
	Includes : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	$0.00
	Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	$0.00
16HLJ	GAUGE, DEF FLUID LEVEL	$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	$0.00
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	$508.00

Code	Description	List (US DOLLAR)
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16SND	MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	$321.00
16VCC	SEAT BELT All Orange; 1 to 3	$26.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	$39.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	$823.00
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	$0.00
16WKY	HVAC FRESH AIR FILTER	$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	$25.00
16WRX	CAB INTERIOR TRIM Deluxe	$0.00
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	
16WSK	CAB REAR SUSPENSION Air Bag Type	$0.00
27DPL	WHEELS, FRONT DISC; 22.5"x9.00" Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .5" Thick Disc, Non-Standard Offset and Steel Hubs	$332.00
	Includes : PAINT IDENTITY, FRONT WHEELS White	
	Notes : Aluminum Wheels not Painted or Coated : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5	
28DRN	WHEELS, REAR {Accuride} DUAL DISC; 22.5"x8.25" Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	$622.00
	Includes : PAINT IDENTITY, REAR WHEELS White	
	Notes	

Code	Description	List (US DOLLAR)
	: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	$90.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	$47.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	$575.00
7372135423	(8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	$280.00
7792545416	(2) TIRE, FRONT 315/80R22.5 HSU2 WT (CONTINENTAL) 481 rev/mile, load range L, 20 ply	$636.00
	Total of Product Features	**$136,159.00**
	Cab schematic 100GM	
	Location 1: 4421, School Bus Yellow (Std)	
	Chassis schematic N/A	
	Services Section:	
40118	WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with Vehicles Built January 2, 2015 or Later, CTS-2003Z	$0.00
40KMG	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $275 (USA) Maximum Benefit per Incident	$560.00
40LED	SRV CONTRACT, EXT ENGINE {Navistar} To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine Electronics and Injectors; for MaxxForce 10 and Navistar N10 Engines	$4,200.00
40NBY	SRV CONTRACT, EXT HTR/AC SYS {Navistar Prepackaged Components} To 60-Month/ 100,000 Miles (160,000 km)	$460.00
40PEE	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Excludes Extended Warranty for Engine and Transmission	$980.00
	Total of Service Features	**$6,200.00**
	Total List Price Including Options:	**$142,359.00**
1	Viking-Cives Quote Number 162366	$86,506.00
	Total Body Allied:	**$86,506.00**

(US DOLLAR)

Description		Price
Net Sales Price:		$172,276.00
Memo Item(s):		
Total Federal Excise Tax	$0.00	
Total Taxes:	$0.00	
Warranty:	$0.00	
Body/Allied Equipment:	$86,506.00	

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

_____
Official Title and Date

_____
Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

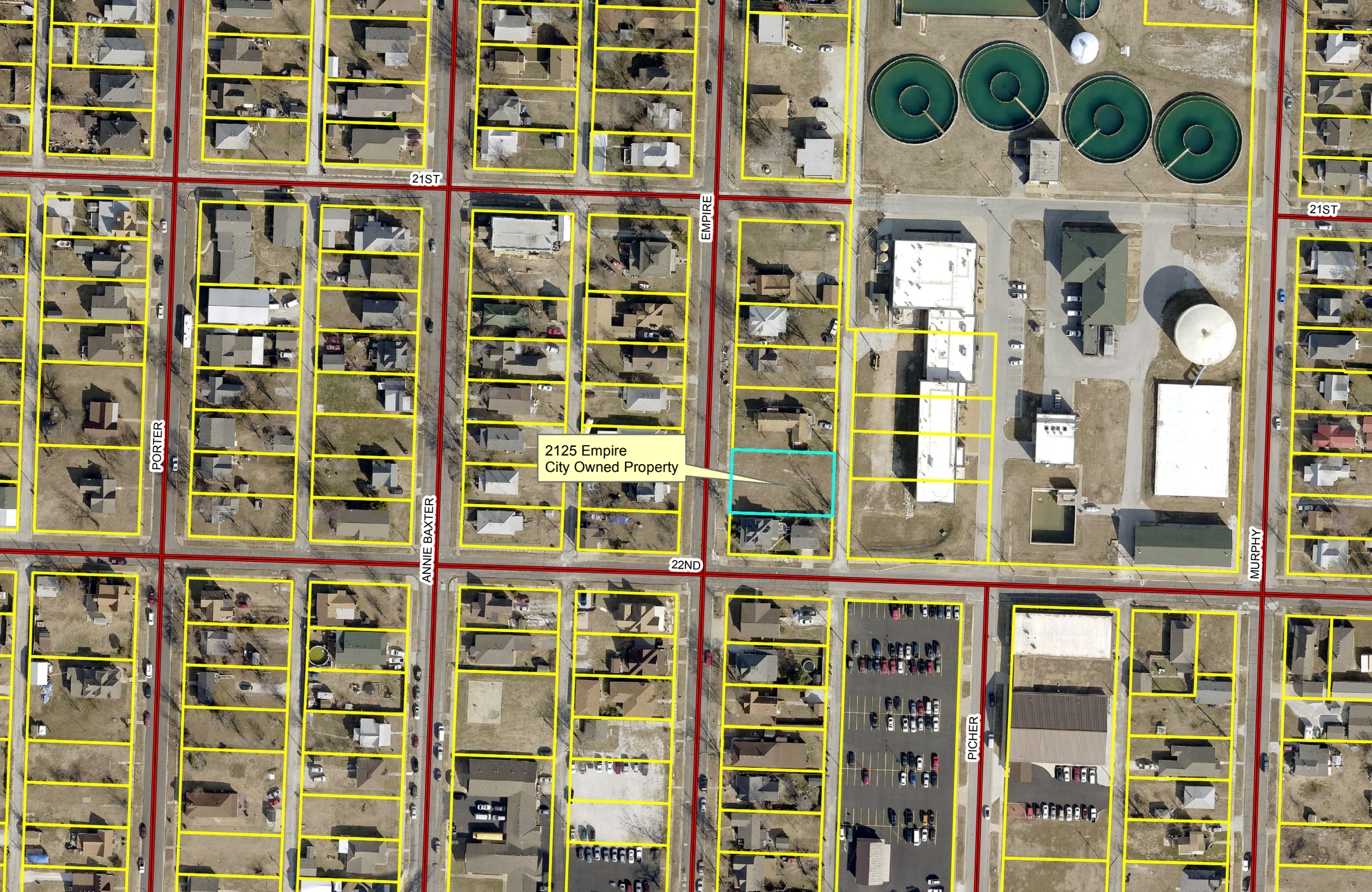
Accepted by Purchaser:

_____
Firm or Business Name

_____
Authorized Signature and Date

_____
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.


21ST
EMPIRE
21ST
PORTER
2125 Empire
City Owned Property
ANNIE BAXTER
22ND
MURPHY
PICHER

COUNCIL BILL NO. 2016-126 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Joplin Area Habitat for Humanity Inc., for the acquisition of property necessary for the closure of the at-grade crossing near 10th Street and Sergeant Avenue; and authorizing the City Manager to convey the described property rights by Quit Claim deed; 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 Agreement with Joplin Area Habitat for Humanity Inc., for the acquisition of property necessary for the closure of the at-grade crossing near 10th Street and Sergeant Avenue, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to convey the described property by Quit Claim deed for and on behalf of the City of Joplin.

Section 3 That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, improving quality of life by making a more quiet neighborhood, is an emergency within the meaning of Section 2.12 (6) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

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

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2016, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"City"** and Joplin Area Habitat for Humanity, Inc., a Missouri Nonprofit Corporation, hereinafter referred to as **"Habitat"**.

WHEREAS, the City of Joplin owns real estate described as follows:

Lot 15 and the S. 25' of Lot 14 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri.

WHEREAS, Joplin Area Habitat for Humanity, Inc. owns real estate described as follows:

Lot 134 in Carter's 1st Addition to the City of Joplin, Jasper County, Missouri.

WHEREAS, Joplin Area Habitat for Humanity, Inc.'s aforementioned real estate has been valued at Four Thousand Eight Hundred Seventy Five and 00/100 Dollars ($4,875).

WHEREAS, the City of Joplin needs the Joplin Area Habitat for Humanity's aforementioned real estate for a public improvement project.

WHEREAS, it is the intent of the City of Joplin and Joplin Area Habitat for Humanity, Inc. to exchange the properties in-kind, and that there be no additional or other consideration for this real estate contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

W I T N E S S E T H :

1. SALE AND PURCHASE.

1.1 City's Property

For and in consideration of the mutual obligations of the parties hereto, City agrees to sell, and Habitat agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

"Lot 15 and the S. 25' of Lot 14 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri."

The real estate is currently zoned R-1 and contains approximately 9,225 square feet more or less.

1.2 Habitat's Property

For and in consideration of the mutual obligations of the parties hereto, Habitat agrees to sell, and City agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

"Lot 134 in Carter's 1st Addition to the City of Joplin, Jasper County, Missouri."
The real estate is currently zoned R-2 and contains approximately 7,500 square feet more or less.

2. PURCHASE PRICE. City and Habitat acknowledge and agree that the purchase price to be paid by both parties is Zero Dollars ($0.00). The consideration for the mutual obligations of the parties hereto is, exclusively, the other party's in-kind transfer of property described herein. Any costs incurred as a result of this transaction, such as closing costs, shall be evenly shared by the parties.

3. CONVEYANCE FORM. Each party shall convey said tracts of real estate to the other party by Quit Claim Deed.

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

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

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

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

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

5. CLOSING. If both titles are deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before July 30, 2016, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Each party shall deliver possession to the other party at the closing of this contract.

7. CONDITION OF PROPERTY. Each party agrees that it has inspected and

carefully examined the improvements located on the real estate it is receiving and takes the real estate and improvements located thereon "AS IS", and each party agrees that neither the transferring party nor any person on the transferring party's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. Each party agrees that all improvements now on the above-described real estate parcels shall be delivered to the receiving party at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the transferring party shall forthwith give the receiving party written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) City covenants and represents to Habitat, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Habitat covenants, represents, and warrants to City, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

3. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

10. RIGHT OF ENTRY. Each party acknowledges and agrees that prior to the Closing Date, with reasonable notice to the other party, each party hereby authorizes the other party, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

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

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

a) At closing, City shall do the following:

1. Duly execute, acknowledge and deliver to Habitat, a Quit Claim Deed conveying the Property to Habitat, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by the City for closing.

3. Tender payment at closing 50% of all closing costs described herein.

b) At closing, Habitat shall do the following:

1. Duly execute, acknowledge and deliver to City, a Quit Claim Deed conveying the Property to City, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by Habitat for closing.

3. Tender payment at closing 50% of all closing costs described herein.

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

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

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

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

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

18. POSSESSION. Each party shall provide the other party full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to the other party.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon City obtaining approval of this contract by its City Council, which City shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. No earnest money is required by this real estate contract.

21. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Samuel L. Anselm, City Manager

Attest:

Joplin Area Habitat for Humanity, Inc., a Missouri Nonprofit Corporation

By_____
Scott Clayton, Executive Director

Approved as to Form:

By_____
Barbara Hogelin, City Clerk

By_____
Peter C. Edwards, City Attorney

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this _____day of _____, 2016, by and between, the **City of Joplin, a Municipal Corporation,** of the County of Jasper, State of Missouri, hereinafter referred to as **Grantor,** and the **Joplin Area Habitat for Humanity, Inc. , a Missouri Nonprofit Corporation**, of the State of Missouri, **Grantee.**

Grantee Mailing Address: 5201 N. Main Street, Joplin, MO 64801

WITNESSETH: That said Grantor for and in consideration of the sum of Ten Dollars ($10..00) and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Grantee the following described Real Estate, situated in the County of Jasper, State of Missouri, more particularly described as follows:

All of Lot 15 and the S. 25' of Lot 14 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto their heirs and assigns forever; so that neither Grantor nor their successors nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title of the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, City of Joplin, a Municipal Corporation, of the County of Jasper, in the State of Missouri, has caused these presents to be signed by a duly authorized signatory for and on behalf of the Grantor on this the _____ day of _____, 2016.

_____
Samuel L. Anselm, City Manager
City of Joplin

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

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

My term expires _____, 20__.

_____

Notary Public

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this _____day of _____, 2016, by and between, the **Joplin Area Habitat for Humanity, Inc., a Missouri Nonprofit Corporation**, of the State of Missouri, hereinafter referred to as Grantor, and the **City of Joplin, a Municipal Corporation,** of the County of Jasper, State of Missouri, **Grantee.**

Grantee Mailing Address: 602 S. Main, Joplin, MO 64801

WITNESSETH: That said Grantor for and in consideration of the sum of Ten Dollars ($10..00) and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Grantee the following described Real Estate, situated in the County of Jasper, State of Missouri, more particularly described as follows:

Lot 134 in Carter's 1st Addition to the City of Joplin, Jasper County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto their heirs and assigns forever; so that neither Grantor nor their successors nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title of the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The Joplin Area Habitat for Humanity, Inc. , a Missouri Nonprofit Corporation, of the County of Jasper, in the State of Missouri, has caused these presents to be signed by a duly authorized signatory for and on behalf of the Grantor on this the _____ day of _____, 2016.

_____

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

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

My term expires _____, 20__.

_____

Notary Public

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016
Council Bill No. 2016-126

Item: Agreement to Acquire Property for the Closure of the 10th and Sergeant Railroad Crossing
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
3) Quit Claim Deeds
3) Council Bill 2016-126

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

Recommended Action: Approval of an Agreement with Joplin Area Habitat for Humanity Inc., for the acquisition of property necessary for the closure of the at-grade railroad crossing near 10th Street and Sergeant Avenue.

Background: Engineering staff conducted several neighborhood meetings with citizens owning property near the railroad crossings along 10th Street from Porter to Byers. During the meetings the condition of the existing crossings and overall railroad crossing safety were issues. Since there were nine railroad crossings in a nine block distance, the concept of removing some of the crossings and improving the remaining was discussed. This reduces long term maintenance cost of the city and the railroad and allows more attention to be placed on the remaining crossings.

After much discussion the only crossing we can support closing at this time is at Sergeant Avenue. Residents along Sergeant Avenue unanimously support the closure. Emergency Services support the closing. In a related matter, the nearby crossing at Jackson Avenue will be improved.

Discussion: In conjunction with the closing of the crossing, a cul-de-sac will be constructed to serve as a turnaround for emergency vehicles. Funding for the improvement will be from the Capital Improvement Sales Tax passed by voters in August 2014, as part of the focus on improving rideability. Property to be utilized as right of way will be needed from two adjacent properties, leaving the remainder of the two lots under the desirable building size. One lot was given to the city by the Jasper County Commission, and the other lot is currently owned by Habitat for Humanity. In lieu of a cash payment to Habitat for the acquisition of their property, staff has reached an agreement to exchange a comparable city owned property located at 2125

Empire. Staff determined that the value of each lot was comparable based upon recent appraisal information of similar residential lots. The project will be constructed when all utilities are moved. The likely construction will begin in the spring 2017, and the vacation of Sergeant Avenue will be completed upon receipt and execution of an agreement with Missouri Northern Arkansas Railroad.

Recommendation: Approval of the Agreement to acquire property for the closure of the 10th Street and Sergeant Avenue crossing on an emergency basis per Section 2.12 (6) of the Charter of the City of Joplin.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016
Council Bill No. 2016-127

Item: Amend Chapter 114-822, Traffic, of the Code of Ordinances of the City of Joplin dealing with the speed limit established on 32nd Street from Main Street to Jackson Avenue

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Current Sections of Code being amended
3) Council Bill No. 2016-127

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: 1) Approval of an Ordinance to change the existing 35 mph speed limit on 32nd Street from Main Street west to Jackson Avenue to 40 mph speed limit.

Background: A citizen brought to our attention inconsistent speed limits at this location. We conducted a speed study on 32nd Street from Main Street to Jackson Avenue. The study was done based on AASHTO standards, which is a set of nationally recognized engineering standards. Guidelines for the study used criteria from speed limit determination such as prevailing speed, accident rate, and access points along this section of roadway. Prevailing speed or 85th percentile speed was between 35 and 40 MPH. Our recommended speed is 40 MPH. This is a 5 MPH increase in speed from the posted 35 MPH limit. This increase in the speed limit is expected to reduce both the number and severity of accidents on this section of 32nd Street. It will make the speed limit consistent from Range Line Road to Schifferdecker Avenue.

Discussion: The Traffic Commission took up the issue on January 14, 2016 and approved a recommendation to the Joplin City Council for the permanent establishment of the said 40 mph zone. After review, the City of Joplin's engineering staff recommends this speed increase.

Recommendation: The Traffic Commission approved a motion to forward the increased speed recommendation to City Council for an Ordinance to change the existing speed limit of 35 mph to a 40 mph speed limit on 32nd Street from Main Street to Jackson Avenue. Approval of this ordinance is requested on an emergency basis within the meaning of Section 2.12 (1) in that said ordinance is providing for public safety as provided by the Home Rule Charter for the City of Joplin.

COUNCIL BILL NO. 2016-127 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on 32nd Street from Main Street to Jackson Avenue to 40 m.p.h.; and containing an emergency clause.

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

Section 1. That the portion of Section 114-822, Specific Speed Limits which reads "32nd Street from Main Street to Jackson Avenue" be amended to read as follows:

Street	*Extent*	*Speed*
"32nd Street	Main Street to Jackson Avenue	40"

Section 2. This Ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for public health and safety 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.

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

Current Speed Limits

Sec. 114-822. - Specific speed limits.

Pursuant to the provisions of section 114-233, it shall be unlawful for any person to operate any vehicle on the following streets or portions of streets in excess of the indicated speeds:

Street	Extent	Speed
32nd Street	Range Line Road to east city limits	45
	Main Street to Range Line Road	40
	Main Street to Jackson Avenue	35
	McClelland Boulevard to Jackson Avenue	40
	McClelland Boulevard to Schifferdecker Avenue	40

(Code 1977, § 39-472; Ord. No. 96-027, § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02; Ord. No. 2006-229, § 1, 12-18-06; Ord. No. 2013-186, § 1, 8-19-13)

Proposed Speed Limits

Sec. 114-822. - Specific speed limits.

Pursuant to the provisions of section 114-233, it shall be unlawful for any person to operate any vehicle on the following streets or portions of streets in excess of the indicated speeds:

Street	Extent	Speed
32nd Street	Range Line Road to east city limits	45
	Main Street to Range Line Road	40
	Main Street to Jackson Avenue	40
	McClelland Boulevard to Jackson Avenue	40
	McClelland Boulevard to Schifferdecker Avenue	40

(Code 1977, § 39-472; Ord. No. 96-027, § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02; Ord. No. 2006-229, § 1, 12-18-06; Ord. No. 2013-186, § 1, 8-19-13)


Change Speed Limit to 40 MPH
On 32nd St from Main St to Jackson Ave
W 29TH ST
E 29TH ST
W 30TH ST
E 30TH ST
W HILLSIDE DR
W LUKE ST
W 31ST ST TERR
W 31ST ST
E 31ST ST
W 32ND ST
E 32ND ST
W 33RD ST
E 33RD ST
W 34TH ST
S JACKSON AVE
S MOHASKA AVE
S MOFFET AVE
S SABRA AVE
S WALL AVE
S MAIN ST
S JOPLIN AVE
S HEARNES BLVD
S MCINTOSH CIR DR
S MCINTOSH CIR
S SERGEANT AVE
S PEARL AVE
S OAK RIDGE DR
E PLAZA DR
N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016
Council Bill No. 2016-128

Item: Amend Chapter 114-822, Traffic, of the Code of Ordinances of the City of Joplin dealing with the speed limits established on Connecticut Avenue from 20th Street north to Murphy Blvd.

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Current Sections of Code being amended
3) Council Bill No. 2016-128

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: 1) Approval of an Ordinance to change the existing 30 mph speed limit on Connecticut Avenue from 20th Street north to 15th Street; to 35 mph, and the existing 25 mph speed limit from 15th Street north to Murphy Blvd. to 35 mph.

Background: A speed study was conducted on Connecticut Avenue from 20th Street to Murphy Boulevard. Speed observations were collected along Connecticut Avenue just north of 15th Street and at 18th Street. This study was done based on AASHTO standards, which is a set of nationally recognized engineering standards. Guidelines for the study used criteria from speed limit determination such as prevailing speed, accident rate, and access points along this section of roadway. Prevailing speed or 85th percentile speed observed along Connecticut just north of 15th Street (a segment posted at 25 MPH) was between 30 and 35 MPH. The 85th percentile speed observed along Connecticut north of 18th Street was between 35 and 40 MPH. Our recommended speed is 35 MPH. This is a 10 MPH increase in speed from the posted 25 MPH limit north of 15th and a 5 MPH increase in speed from the posted 30 MPH limit between 15th and 20th. This increase in the speed limit is expected to reduce both the number and severity of accidents on this section of Connecticut Avenue. It will also provide a consistent speed limit from the south city limits to Murphy Blvd.

Discussion: The Traffic Commission took up the issue on January 14, 2016 and approved a recommendation to the Joplin City Council for the permanent establishment of the said 35 mph zone. After review, the City of Joplin's engineering staff recommends this speed increase.

Recommendation: The Traffic Commission approved a motion to forward the increase speed recommendation to City Council for an Ordinance to change the existing speed limit of 30 mph to a 35 mph speed limit on Connecticut Avenue from 20th Street to Murphy Boulevard be approved. Approval of ordinance is requested on an emergency basis within the meaning of Section 2.12 (1) in that said ordinance is providing for public safety as provided by the Home Rule Charter for the City of Joplin.

COUNCIL BILL NO. 2016-128 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Connecticut Avenue from 20th Street to Murphy Blvd. to 35 m.p.h.; and containing an emergency clause.

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

Section 1. That the portion of Section 114-822, Specific Speed Limits which reads "Connecticut Avenue 20th Street to 15th Street" and "Connecticut Avenue 15th Street to Murphy Blvd." be amended to read as follows:

Street	*Extent*	*Speed*
"Connecticut Avenue	20th Street to Murphy Blvd.	35"

Section 2. This Ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for public health and safety 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

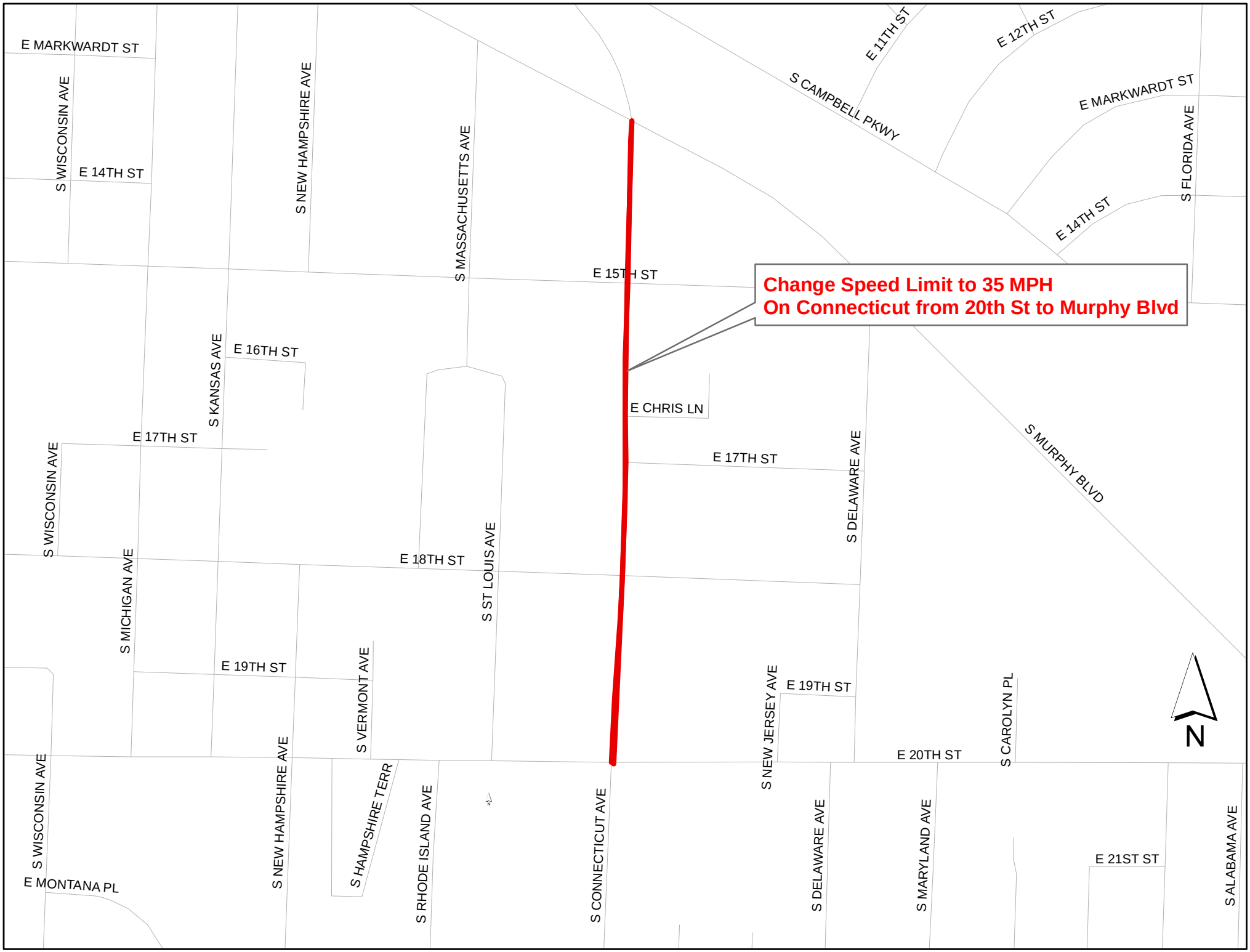
_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


Change Speed Limit to 35 MPH
On Connecticut from 20th St to Murphy Blvd
E MARKWARDT ST
S WISCONSIN AVE
E 14TH ST
S NEW HAMPSHIRE AVE
S MASSACHUSETTS AVE
E 15TH ST
E 16TH ST
S KANSAS AVE
E 17TH ST
S WISCONSIN AVE
S MICHIGAN AVE
E 18TH ST
S ST LOUIS AVE
E 19TH ST
S VERMONT AVE
S WISCONSIN AVE
E MONTANA PL
S NEW HAMPSHIRE AVE
S HAMPSHIRE TERR
S RHODE ISLAND AVE
S CONNECTICUT AVE
S CAMPBELL PKWY
E 11TH ST
E 12TH ST
E MARKWARDT ST
S FLORIDA AVE
E 14TH ST
E CHRIS LN
E 17TH ST
S DELAWARE AVE
S MURPHY BLVD
E 19TH ST
S NEW JERSEY AVE
S CAROLYN PL
E 20TH ST
S DELAWARE AVE
S MARYLAND AVE
E 21ST ST
S ALABAMA AVE
N

Current Speed Limits

Sec. 114-822. - Specific speed limits.

Pursuant to the provisions of section 114-233, it shall be unlawful for any person to operate any vehicle on the following streets or portions of streets in excess of the indicated speeds:

Street	Extent	Speed
Connecticut	Murphy Blvd. to 15th Street	25
	15th Street to 20th Street	30
	20th Street to 32nd Street	35
	32nd Street to south city limits	35

(Code 1977, § 39-472; Ord. No. 96-027, § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02; Ord. No. 2006-229, § 1, 12-18-06; Ord. No. 2013-186, § 1, 8-19-13)

Proposed Speed Limits

Sec. 114-822. - Specific speed limits.

Pursuant to the provisions of section 114-233, it shall be unlawful for any person to operate any vehicle on the following streets or portions of streets in excess of the indicated speeds:

Street	Extent	Speed
Connecticut	Murphy Blvd. to 15th Street	35
	15th Street to 20th Street	35
	20th Street to 32nd Street	35
	32nd Street to south city limits	35

(Code 1977, § 39-472; Ord. No. 96-027, § 1, 2-5-96; Ord. No. 2002-086, § 1, 4-10-02; Ord. No. 2006-229, § 1, 12-18-06; Ord. No. 2013-186, § 1, 8-19-13)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 6, 2016

Item: Work Authorization Number 5 of the Master Services Agreement With Deloitte & Touche LLP
Originating Department: Planning and Community Development

Attachments: 1) Work Authorization #5
2) Council Bill No. 2016-406

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

Recommended Action: Approval of Council Bill 2016-406 for the execution of Work Authorization #5 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch LLP on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery (CDBG-DR) funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of approximately $79 million of the original $113 million.

Discussion: On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction to the capital plan, Deloitte & Touche LLP has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015. Program Administration Costs are those administrative costs that are attributable to the overall reporting, compliance, monitoring, oversight, coordination, and financial record keeping of the grant as a whole.

This Work Authorization provides $756,000 for Activity Delivery Costs which are part of the direct implementation of projects including 20th St. Streetscape, Advanced Training and Technology Center Phases 1 and 2, Community Clinic of Joplin, Early Childhood Center, Infrastructure Rehabilitation Projects, Juvenile Detention Center, and Mercy Public Park. Additionally, $615,000 in Planning Costs and $150,000 in General Administration Costs totaling $765,000 in Program Administration Costs are

included in Work Authorization 5 associated with the aforementioned Program Administration Cost tasks. Overall, Work Authorization 5 provides for a total of $1,521,000 effective through December 31, 2016.

Recommendation: Approve the execution of Work Authorization #5 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche LLP in an amount not to exceed $1,521,000 with an emergency clause.

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 and public facilities projects to begin immediately.

COUNCIL BILL NO. 2016-406 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 5 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities, not to exceed One Million, Five Hundred Twenty One Thousand Dollars ($1,521,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster; and

WHERAS, the City of Joplin was awarded $113,276,000 in Community Development Block Grant Disaster Recovery assistance from HUD to aid in the City's recovery; and

WHEREAS, The City of Joplin entered into a Master Agreement for Professional Administrative Support Services with Deloitte & Touche, LLP on June 16, 2014.

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

Section 1. That the City execute Work Authorization Number 5 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche LLP to provide planning and administrative activities, not to exceed One Million, Five Hundred Twenty One Thousand Dollars ($1,521,000.00).

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services 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 and public facilities projects to begin immediately.

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

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Deloitte & Touche LLP Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning Development & Neighborhood Services		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 5
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated June 6, 2016 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services**. The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City 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 Consultant 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 Consultant shall notify the City if Consultant 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 Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 5 exceed the sum of $1,521,000.00.

A) Insurance. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice 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 include 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, 2016, 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. 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. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, 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. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

f. 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

8. 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

Nicholas A. Heatherly, Director of Public Works
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, Interim City Attorney

Consultant: ___Deloitte & Touche LLP_____

By: _____

Printed Name: _Kathryn Schwerdtfeger_____

Title: _____Partner_____

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 5

1. General:
The Scope of Services identified in this Work Authorization are associated with both the Second Partial Action Plan and Third Partial Action Plan as outlined below.

As of the Seventh Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2016-008 on May 16, 2016. The total funds, as approved by the City of Joplin for obligation is $ 79,014,704.00 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Activity Costs:	$ 72,178,948.00
Administration Costs:	$ 3,207,286.00 (internal & consultant combined)
Planning Costs:	$ 3,628,470.00

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than December 31, 2016 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 5:

2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring	
	2.1 All compliance and risk management activities
	2.2 Training associated with CDBG-DR compliance
	2.3 Compliance reviews and periodic reporting (monthly)
	2.4 Briefings on federal compliance requirements and updates
	2.5 Project Compliance Oversight and Monitoring
	2.6 HUD Audit preparation and support
	2.7 Program risk management and analysis

	2.9 Procurement compliance
	2.10 Vendor invoice compliance validation
	2.12 Preparation and meetings with City Council and other parties
	2.13 Briefing meetings to discuss key developments with City Partners
	2.15 Development, maintenance and monitoring of compliance dashboard
4.0 Action Plan Preparation/Amendment	
4.1 Action Plan	4.1.1 Develop Action Plan document and inputs in line with infrastructure program requirements (cost, schedule, project logistics, etc)
4.2 City Council Approval	4.2.1 Develop documentation in preparation for City Council Approval
4.3 Public Comment	4.3.1 Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to queries; consider public input into project planning documents
4.4 HUD Review of Action Plan	4.4.1 Monitor review by HUD in schedule, assist in follow up
4.5 HUD Approval of Action Plan	4.5.1 Monitor approval by HUD in schedule, assist in follow up

5.0 Design Contractor Procurement	
5.1 Develop RFQ	
	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule reporting (milestones, man-hours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Support City in issuing public announcement information regarding upcoming tenders
5.3 Vendor Procurement	
	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process
	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate

	5.4.2 Document completion of bid evaluation process
5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents
5.6 Council Review	5.6.1 Monitor council review, assist in presentation for approval
5.7 Contract Award	5.7.1 Support City in issuing notice of award, and coordination of vetting for approvals by both parties
6.0 Environmental Review	
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities
6.2 Determine Level of Review	6.2.1 Determine if 'Exempt Activities' is required
	6.2.2 Determine if 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine if 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records
	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.

7.0 Design	
7.1 Programming	7.1.2 Review design contractor payment applications for progress
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete
7.3 25% Design Complete	7.3.1 Monitor and confirm 25% design completion
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved
7.5 Internal Design QA/QC #1	
	7.5.1 Monitor QA/QC process in line with City requirements.
7.6 75% Design Complete	7.6.1 Monitor and confirm 75% design complete
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'
7.8 Internal Design QA/QC #2	
	7.8.1 Monitor QA/QC process in line with City requirements.
	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 100% Design Complete	7.9.1 Monitor and confirm 100% design complete
8.0 Construction Procurement	
8.2 Bid Advertisement	8.2.1 Develop advertisement document for issuance by the City
8.3 Public Meeting/Bid Opening	8.3.1 Coordinate public meetings and bid openings as required
8.6 Council Review	8.6.1 Monitor council review, assist in presentation for approval
8.7 Contractor Documentation	8.7.1 Review documentation for compliance, coordination of vetting for approvals by both parties
8.8 Contract Award	8.8.1 Support City in issuing notice of award
8.9 Preconstruction Meeting with Awardee	8.9.1 Conduct preconstruction meeting to confirm plans, timetables, deliverables and processes for reporting, change management etc
8.10 Construction NTP	8.10.1 Develop NTP for issuance by City
9.0 Construction	
9.1 Mobilization	9.1.1 Review mobilization plan, incorporate milestones into integrated project schedule
9.2 Construction	
	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits
	9.2.2 Review contractor payment applications for progress
9.3 Project Change Management	9.3.1 Define change management process and monitor for project cost/schedule impacts

	9.3.2 Assess potential change order/claims and associated cost/schedule impacts
	9.3.3 Review associated estimates; determine if independent estimate is required
	9.3.4 Incorporate pending and approved change orders into project cost reports and schedules
9.5 Closeout & Punch lists	9.5.1 Project close-out assistance through compilation of documentation, registers and monitoring of punch list resolution
10.0 Additional Support Services	
10.6 Geographic Information System (GIS) Dashboards	
	10.6.1 Web-based dashboard reporting tool for City to monitor project progress / performance
	10.6.2 Web-based tool to share project plans and progress with public
	10.6.3 Planning tool for contract execution planning in impacted zones

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 5 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 5' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: June 6, 2016 END: December 31, 2016

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		**$756,000.00**
	Planning Costs		**$615,000.00**

	Program Administration Costs		**$150,000.00**
26	**GRAND TOTAL**		**$1,521,000.00**

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until May 31, 2016.
Our per-hour billing rates are provided below.

Role	**Hourly Rate**
Partner, Principal, Director	$249
Program/Senior Manager	$221
Manager	$195
Senior Staff	$166
Junior Staff	$140
4J Functional Lead	$125
CDBG-DR Subcontractor	$40

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, D&T may suspend or termination the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for D&T's personnel or on D&T's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.

- Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

Deloitte & Touche LLP

BY: _____

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME:
TITLE:

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 6, 2016

ITEM: COUNCIL BILL NO. 2016-512
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
Parks Director: Scott Garrie
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.

The Athletic Complex has a 1999 Rough Mower that is facing major repairs with no ability to get additional parts for a seventeen year-old mower. The needed repairs are not recommended given the age and state of this piece of equipment. Therefore, the budget is being amended to buy a new Rough Mower utilizing the state bid.

Here is the explanation for the items in Schedule A:

- Amending the general fund budget to fund the replacement of a mower in the parks department from general fund balance reserves in the amount of $63,900.
- Amending the budget for the transfer from the general fund to the parks fund to fund the replacement of a mower in the amount of $63,900.
- Amending the budget to replace a Rough Mower for the Athletic Complex in the amount of $63,900.

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 $63,900.00 and increases expenditures by $127,800.00.

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

COUNCIL BILL NO. 2016-512 **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 Sixty-Three Thousand Nine Hundred Dollars and No Cents ($63,900.00) and by amending appropriations by the total amount of One Hundred Twenty-Seven Thousand Eight Hundred Dollars and No Cents ($127,800.00) 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
6-Jun-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-9003-500-9015	Parks Fund Subsidy	$		63,900
	Total General Fund			$	-	63,900
115	Parks Fund					
	Parks Fund	115-0000-460-0201	General Fund Subsidy	$	63,900	-
	Athletic Complex	115-6516-560-8215	Rolling Stock			63,900
	Total Parks Fund			$	63,900	63,900
	Grand Total			$	63,900	127,800

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: June 6, 2016

ITEM: Council Bill No. 2016-004 authorizing and adopting provisions for collective bargaining with law enforcement personnel.

ORIGINATING DEPARTMENT: Legal

ATTACHMENTS: Council Bill No. 2016-004; Exhibit "A": Agreement.

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase
POLICE CHIEF:	Matt Stewart
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill authorizes an Agreement and adopts provisions for collective bargaining with law enforcement personnel.

DISCUSSION:

As you are aware, the City received a request recently regarding the Police Department and the request to be recognized as a collective bargaining unit.

We are required to pass such an ordinance; this Provisions for Collective Bargaining with Law Enforcement Personnel Agreement will satisfy that requirement.

RECOMMENDATION:

Staff recommends that this Council Bill be placed on First Reading.

PCE
attachments

CITY OF JOPLIN

Provisions for Collective Bargaining with Law Enforcement Personnel

ARTICLE I

PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Joplin can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.

ARTICLE 2

COVERAGE

2.1 These provisions shall apply to all sworn full-time police officers employed in the Police Department.

2.2 It is the City's determination that all sworn full-time non-supervisory police officers employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. Further, it shall be at the option of the supervisory employees as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Sergeants, Captains, Lieutenants, Majors, Assistant Chief of Police, the Chief of Police, and the Jail Administrator shall be considered supervisory employees. It is further noted that while Corporals perform supervision as a part of their position, they are classified as non-exempt under the FLSA, and for purposes of collective bargaining, are included as a part of the bargaining unit.

2.2.2 Confidential employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

2.2.3 Managerial employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

ARTICLE 3

DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, in either a supervisory or non-supervisory bargaining unit, shall present to the City's Director of Human Resources, cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

3.2 Upon receiving such cards, the Director of Human Resources shall validate the signatures on the cards, and confirm that at least thirty percent (30%) of the employees in the bargaining unit have signed cards. If the Director determines that at least thirty percent (30%) of the employees in the unit have signed valid cards, the Director shall consult with the Chief of Police and the representative of the labor organization that has presented the cards and together they shall select a mutually agreeable date for a secret ballot election to take place. The election shall be held at City Hall, and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Director first receives the cards from the labor organization's representative, unless the Director, the Chief of Police, and the representative of the labor organization all agree upon earlier date.

3.3 Once an election date has been set, the City Clerk shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the City Clerk shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the City Clerk shall oversee the counting of the ballots. One representative of the Police Department management team and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Director of Human Resources cards bearing the signatures of at least thirty percent (30%) of the employees within the bargaining unit stating that those employees no longer wish to be represented by the labor organization in question, the Director shall first validate the signatures on the cards.

3.6.1 If the Director confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the Director shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Director receives the decertification cards, and no later than six weeks after the Director receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent (50%) of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Council.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Director of Human Resources shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

4.1 After a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, and within thirty (30) days of the bargaining unit's written notice to the City of its intent to beginning collective bargaining negotiations, representatives of the City, designated by the City Attorney, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection.

4.5 This Ordinance is not intended to interfere with the City Council's powers and authority to adopt an annual budget. With regard to economic terms, the parties understand that all appropriations are subject to the adoption of an annual budget. The parties may elect to bargain non-economic terms for longer periods (e.g., three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

ARTICLE 5

CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations:

5.1.1 Every labor agreement shall include a provision reserving to management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable work rules and standard operating procedures, so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2 Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6

EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall, the City Council shall have the right to require the modification of the economic terms of any labor agreement.

6.2 Should the City Council deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City Council's requirements, the City Council shall have the right to make necessary adjustments on its own authority.

ARTICLE 7

VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provision shall be removed, but all other provisions contained herein shall remain in effect.

COUNCIL BILL NO. 2016-004 ORDINANCE NO.

AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel.

WHEREAS, Lodge 27 of the Fraternal Order of Police requested that the City of Joplin "City" recognize Lodge 27 as the exclusive bargaining representative for the City's police officers for the purposes of collective bargaining; and,

WHEREAS, two Missouri Circuit Courts have ordered cities to establish a framework of their choosing for collective bargaining with those cities' police officers; and,

WHEREAS, The City Council of the City of Joplin, Missouri, deems it to be in the City's best interest to adopt provisions for collective bargaining with the City's law enforcement personnel.

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

Section 1. Collective Bargaining Provisions Adopted. That the Provisions for Collective Bargaining with Law Enforcement Personnel Agreement attached hereto and incorporated herein as Exhibit "A" be, and hereby is, approved and adopted.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney