COUNCIL AGENDA
Monday, July 2, 2018
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. Van Johnson, Alderman In Savannah, GA, Is Affiliated With The National League Of Cities And Would Like To Discuss Developing A Youth Council.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Pay Plan Update Presented By City Manager, Sam Anselm.

6. **Citizen Requests And Petitions**

   1. Russell Presson, 231 Buchanan, Would Like To Address The City Council Regarding The New Construction Of Mr. Benson's New Duplexes On N. Buchanan Rd Into His Property At 227-229 Buchanan.

   2. Margey Upson, 1218 W. 9th St., Would Like To Address The City Council Regarding Public Safety Raises, And Other Matters.

   3. Christopher Wiseman With The Joplin Museum, 504 Schifferdecker Ave., Would Like To Address Any Questions The City Council May Have Concerning The Museum's Budget.

      Documents:

      MUSEUM REQUEST.PDF

   4. Mari Susan Cameron, 2634 S. Byers, Would Like To Address The City Council Regarding Crime And Abductions On Trails And What Other Cities Do To Catch And Deter Criminals; And Curbs.

   5. Sandi Wells, 2617 Byers Ave. Would Like To Address Council Regarding Rerouting Mohaska Trail, And Money For Properties

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2018-260
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from Heavy Industrial District (M2) and including in
      Commercial District (C3) property as described below and located at 3534 E. 20th Street, City

of Joplin, Jasper County, Missouri.

Documents:

CB 2018-260 SUMMARY.PDF
CB 2018-260 MIN.PDF
CB 2018-260.PDF
CB 2018-260 STAFF.PDF

3. COUNCIL BILL NO 2018-261
AN ORDINANCE providing for the vacation for 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-261 SUMMARY.PDF
CB2018-261 STAFF.PDF
CB 2018-261.PDF
CB 2018-261 MINUTES.PDF

4. COUNCIL BILL NO. 2018-262
AN ORDINANCE providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-262 MINUTES.PDF
CB 2018-262 STAFF.PDF
CB 2018-262 SUMMARY.PDF
CB 2018-262.PDF

5. COUNCIL BILL NO. 2018-263
AN ORDINANCE approving the voluntary annexation by the Council of the City of
Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch
Parkway and John Duffy Drive, Jasper County, Missouri.

Documents:

CB 2018-263 MINUTES.PDF
CB 2018-263 STAFF.PDF
CB 2018-263 SUMMARY.PDF
CB 2018-263.PDF

## 8. Consent Agenda

1. Minutes Of The June 18, 2018 Informal Council Meeting

Documents:

INFORMAL NOTES -JUNE 18.PDF

2. Minutes Of The June 18, 2018 City Council Meeting

Documents:

MINUTES -JUNE 18, 2018.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-116
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons, Inc. for the construction of the Surface Project 4008, in the amount of Three Million Six Hundred Three Thousand Four Hundred Twenty and 52/100 dollars ($3,603,420.52); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

BID TAB FORM.PDF
4008 PROJECT AREA EXHIBIT (PORTRAIT).PDF
4008 AGREEMENT_ESS WITH REV FOOTER.PDF
COUNCIL BILL ORDINANCE 2018-116 ESS -SURFACE PROJECT 4008.PDF
SUMMARY SHEET CB 2018-116 ESS 4008 SURFACE PROJECT.PDF

2. COUNCIL BILL NO. 2018-127
AN ORDINANCE approving a construction agreement with G&G Construction Inc., in the not to exceed amount of Nine Hundred Sixty Five Thousand, One Hundred Twenty and No/100 Dollars ($965,120.00) for construction services associated with the Installation of Screw Pumps at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause.

Documents:

CB 2018-127_SUMMARY SHEET SCREW PUMP.PDF
BID TAB FORM.PDF
CB 2018-127.PDF
AGREEMENT G G 2018.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2018-024
AN ORDINANCE approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District.

Documents:

SUMMARY-CB2018-024 NPMALL CID-06262018153021.PDF
FIRST AMENDMENT-COOPERATIVE AGR-NPMALL CID-06262018153433.PDF
COUNCIL BILL 2018-024 NPMALL CID-06262018153308.PDF

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

13. **Unfinished Business**

14. **New Business**

1. Approval Of Boards And Commissions Appointments And Reappointments
2. News And Updates From Public Information Officer, Lynn Onstot

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

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

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

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

CITY OF JOPLIN MISSOURI

# REQUEST TO ADDRESS COUNCIL

**Persons wishing to address Council should complete this form and give it to the City Clerk prior to the start of the meeting, which is 6:00 pm.**

**When your name is called, approach the podium and state your name and address clearly for the record. You will have five (5) minutes to state the purpose of your request.**

Date: 6-26-2018

I would like to address the Joplin City Council at the July 2 (date) meeting on the following subject:

TO ADDRESS ANY QUESTIONS THAT COUNCIL MAY HAVE CONCERNING THE MUSEUM'S BUDGET

Name: CHRISTOPHER WISEMAN / JOPLIN MUSEUM (Please print)

Address: 504 SCHIFFERDECKER AVE.

Daytime Phone: 417-623-1180

Phone No.: 417-623-1180

Printed in the office of the City Clerk

JOPLIN History & Mineral MUSEUM

June 21, 2018

Joplin City Council Member;

First, I would like to commend Leslie Haase. Her recommendations certainly left no stones unturned in looking for ways to reduce spending. Leslie is a true professional who did the difficult job that was asked of her. A job she obviously did to the best of her ability.

Second, I would like to take this opportunity to better inform the council on the museum's budget.

While it is understandable that city spending cannot continue at current revenue levels, the proposed cuts to the museum's budget seem overly drastic.

The museum has been part of the City of Joplin since opening in 1931, providing service for the city and the community for 87 years.

The museum currently receives $190,131 in funds from the City of Joplin. This amount is down for the last two fiscal years due to the museum cutting its own budget and limiting spending when the first wave of lower revenues began to affect City funds.

Based on Year To Date totals, of the money received from the city, 94% goes to salaries , insurances , and payroll taxes. All additional funds are provided by the Joplin Historical Society, or raised by museum staff.

The museum's budget has remained unchanged for the last 5 years, except for a voluntary decrease for the last and current fiscal years. It was unchanged for the three years preceding the current level of funding.

The motive force behind all increases has been the drastic rise in health care costs.

Cost increases in health insurance are usually announced in June. Any increase is not included in the YTD figure above.

Due to budget constraints there is no retirement plan for museum staff. This lack of a basic benefit makes it increasingly difficult to attract professional staff.

In recent years, staff has been reduced to offset these increases. Current staff is two full time and two part time positions. In 2010, staff was 4 full time and 1 part time positions. At that time two of the full time employees received health care from their spouse's plans.

Other City museum costs relate to utilities, heating and air conditioning repairs, roof leaks, and in 2016 making the museum restrooms ADA compliant. In 2013-14 improper construction during the upgrade of Schifferdecker pool caused the museum's basement collections storage to flood multiple times.

The museum is in a city owned building. Are there other departments housed in city owned buildings that are required to raise outside funds to repair and maintain their buildings?

In order to be better stewards of the city's resources, the museum has been allocating funds from the Joplin Historical Society to replace lights with higher efficiency LED bulbs to help control utility costs.

In the same past 10 years, as seen on pages 72-73 of the Financial Sustainability Report, the city has approved pay raises; 8% in step increases, 2% in inflation adjustments, 20.5% across the board increases. These payroll increases have never had any effect on the museum's budget or pay levels, but they illustrate that basic operating costs have risen in that 10 year time frame. Percentage wise, the increase in museum funding (22% increase in city funds) is lower than the city mandated pay raises (34%).

If you would like to discuss the museum's budget, or how the museum can better serve the citizens of Joplin, please do not hesitate to contact me.

Respectfully,

Chris Wiseman, Director
Joplin Museum

Bob Harrington, Board Chairman
Joplin Museum

Nancy Messick, Board Secretary
Joplin Museum

Brad Belk, Board Member
Joplin Museum

Kyle Denham, Board Member
Joplin Museum

Mike Knight, Board Member
Joplin Museum

Allen Shirley, Board Member
Joplin Museum

**PUBLIC HEARING PROCEDURES**

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-260
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 06/11/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in Favor, 0 Nay, 1 Absent"

SUMMARY/REQUEST:
Case 020-18: .
3534 E. 20th Street – A request to rezone from Heavy Industrial District (M2) to Commercial District (C3) for the operation of a car dealership – David Glenn.

STAFF SUMMARY:
The applicant wishes to construct and operate a car dealership on this property. Because there are townhouses to the north, a car dealership is a more appropriate use for this property than many potential uses under the current zoning of Heavy Industrial District. Rezoning this property does not violate Joplin's Comprehensive Plan.

*Staff recommends approval of Case 020-18.*

PLANNING & ZONING COMMISSION TESTIMONY:
David Glenn, 3310 S. Highland Ave., Joplin, MO. Mr. Glenn was representing the Fletcher Auto Group to have this property rezoned from M-2 to C-3.

Mr. Ramsour wanted to know if there were any environmental issues on the property?

Mr. Glenn stated that they have all been explored through the engineering firm and all resolved. There are not any issues of concern.

Mr. Cortez asked if there would be access to the property from Davis Blvd. as well as 20th Street?

Mr. Glenn stated there would be, yes. All developmental designs have been submitted to the City.

PUBLIC COMMENT:
None.

CB 2018-260

Case 020-18: 3534 E. 20th Street – A request to rezone from Heavy Industrial District (M2) to Commercial District (C3) for the operation of a car dealership – David Glenn.

David Glenn, 3310 S. Highland Ave., Joplin, MO. Mr. Glenn was representing the Fletcher Auto Group to have this property rezoned from M-2 to C-3.

Mr. Duncan asked if there any questions from the Commission?

Mr. Ramsour wanted to know if there were any environmental issues on the property?

Mr. Glenn stated that they have all been explored through the engineering firm and all resolved. There are not any issues of concern.

Mr. Duncan mentioned that visiting the sight there are some concrete highway dividers, is that on that property?

Mr. Glenn stated that the Zerkel, when they owned Snyder Construction, put those dividers up. They will be removed prior to construction.

Mr. Cortez asked if there would be access to the property from Davis Blvd. as well as 20th Street?

Mr. Glenn stated there would be, yes. All developmental designs have been submitted to the City.

Mr. Duncan asked if there was anyone else to speak in favor? There was not. Is there anyone to speak against this rezoning? There were not.

Mr. Duncan closed the case.

**MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 020-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

P & Z Case 020-18
David Glenn For Fletcher Auto Group.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-260 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 Heavy Industrial District (M2) and including in Commercial District (C3) property as described below and located at 3534 E. 20th Street, 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 M-2 and including same in District C-3:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES, 37 MINUTES, 51 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 635.33 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 01 MINUTES, 52 SECONDS WEST 500.12 FEET, THENCE SOUTH 89 DEGREES, 36 MINUTES, 25 SECONDS WEST 541.30 FEET, THENCE NORTH 45 DEGREES, 34 MINUTES, 24 SECONDS WEST 64.01 FEET, THENCE NORTH 00 DEGREES, 07 MINUTES, 10 SECONDS WEST 455.23 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) , THENCE ALONG SAID NORTHWEST QUARTER (NW 1/4) NORTH 89 DEGREES, 37 MINUTES, 51 SECONDS EAST 588.19 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD RIGHT-OF-WAY ALONG THE NORTH SIDE THEREOF, BEING SUBJECT TO ALL OTHER EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.95 ACRES MORE OR LESS AND BEGINNING AT THE INTERSECTION OF 20TH STREET AND DAVIS BOULEVARD, SAID POINT BEING 186.75 FEET WEST OF THE NORTH QUARTER, CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH ALONG THE CENTERLINE OF DAVIS BOULEVARD 680.00 FEET TO THE CENTERLINE SIDES THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD AND ALSO BEING SUBJECT TO A 30.00 FOOT INGRESS EGRESS EASEMENT DESCRIBED IN BOOK 2261, AT PAGE 2035 AT THE JASPER COUNTY RECORDERS OFFICE, JASPER COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, COMMENCING AT A POINT 216.75 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 670.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES, 58 MINUTES, 41 SECONDS WEST A DISTANCE OF 418.41 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1 ON EXHIBIT B, THENCE SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1, THENCE CONTINUING SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 20.00 FEET,

THENCE SOUTH 89 DEGREES, 58 MINUTES, 41 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 418.40 FEET TO A POINT OF THE WEST RIGHT-OF-WAY OF DAVIS BOULEVARD, THENCE NORTH 00 DEGREES, 23 MINUTES, 55 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF DAVIS BOULEVARD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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_____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

# STAFF PLANNING REPORT
## Rezoning

**CASE 020-18** A request to rezone from M-2 (Heavy Industrial District) to C-3 (Commercial District) for the operation of a car dealership

**LOCATION** 3534 E. 20th Street

**APPLICANT** Mr. David Glenn

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**EXISTING CONDITIONS**

| Zoning | Land Use | Property Size |
|---|---|---|
| M-2 | Vacant | 12.61 acres |

**SITE CONTEXT**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | M-2/R-4 | M-2 | M-2 | C-3 |
| Land Use | Heavy Industrial/Townhouse District | Heavy Industrial | Heavy Industrial | Commercial |

**FUTURE LAND USE**

The City of Joplin's Future Land Use Map classifies this lot as Industrial.

**TRANSPORTATION**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| 20th Street | Arterial | 60' |
| Davis Blvd. | Collector | 60' |

**UTILITIES** Utilities do not need to be extended to the property.

**FLOOD PLAIN** The property is near the 100-year flood zone but not within it.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

No. The Future Land Use Map currently designates this area as Industrial. However, despite this, we have allowed other commercial uses on the adjacent property to the west.

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

This property is currently zoned M-2. A rezoning to M-1 would allow a car dealership and is consistent with the Future Land Use Map, but C-3 is a more appropriate designation for this use. This is due to the Commercial properties on the west and the residential properties to the north.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The surrounding properties would not be significantly impacted by rezoning.

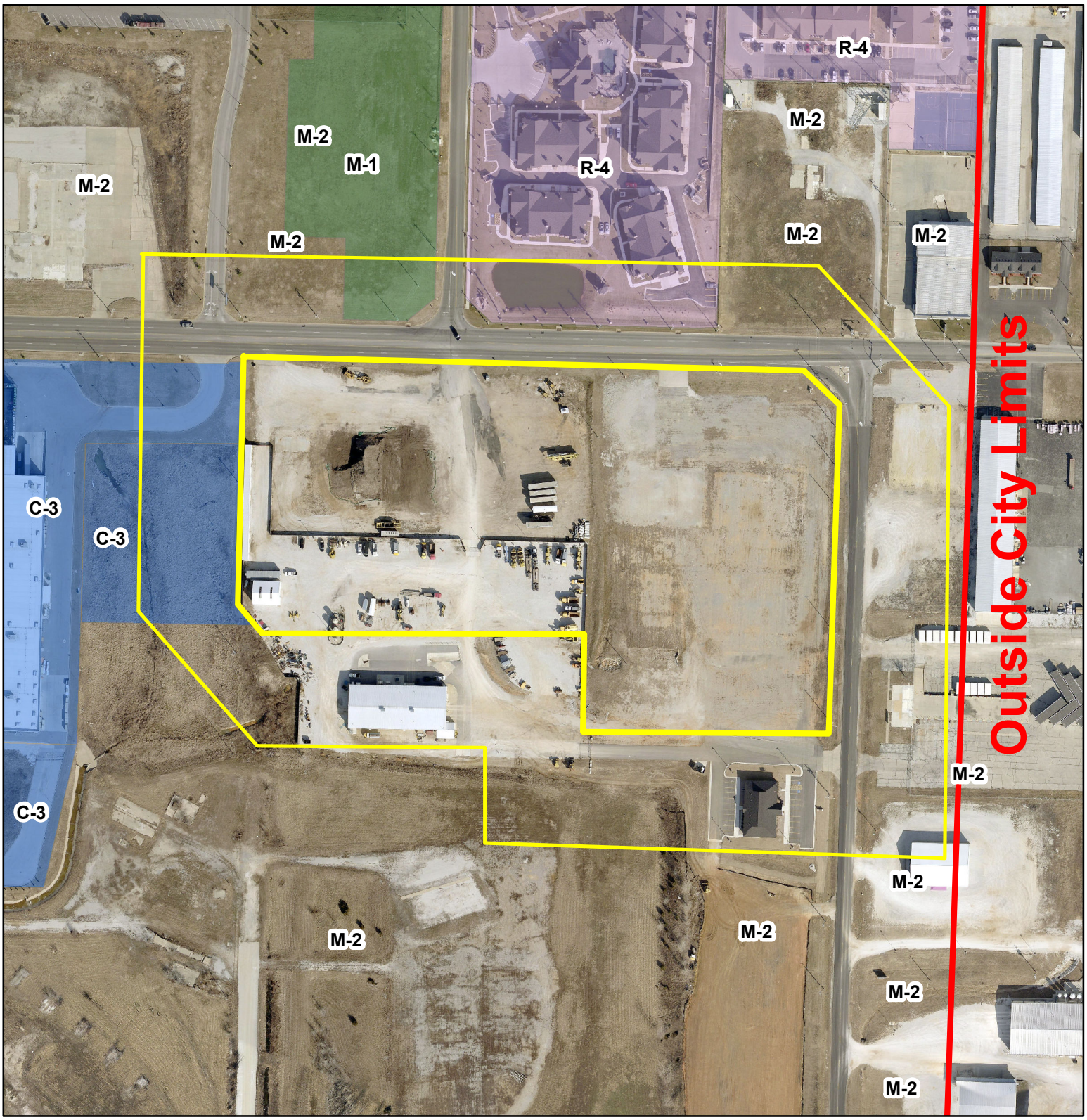
**DISCUSSION**

The applicant wishes to construct and operate a car dealership on this property. Because there are townhouses to the north, a car dealership is a more appropriate use for this property than many potential uses under the current zoning of Heavy Industrial District. Rezoning this property does not violate Joplin's Comprehensive Plan.

*Staff recommends approval of Case 020-18*

**ATTACHMENTS**

- Application
- Survey




Feet

0 200 400 800 1,200 1,600

Case 020-18: 3534 E. 20th Street -- A request to rezone from M-2 (Heavy Industrial District) to C-3 (Commercial District) -- David Glenn

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-261
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2018-261
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 021-18:
Street Vacation – Request to vacate a portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street – Joplin Industrial Development Authority.

STAFF SUMMARY:
This vacation request is for an 801-foot portion of County Lane 191, located north of the intersection of County Lane 191 and 31st Street. This request will vacate the street, but will leave all utility easements in place. Much of the requested right-of-way to be vacated is currently unimproved.

*Staff recommends approval of Case 021-18.*

PLANNING & ZONING COMMISSION TESTIMONY:
Kurt Higgins, 7231 E 24th Street, Joplin, MO., Allgeier Martin and Associates. He is representing Joplin Industrial Development Authority. This has been platted years ago. There is a portion of the road to the north that was never dedicated to the City. It was never constructed except the curb and guttering. The traffic study was completed approximately a year ago, and showed that the Industrial Park did not need that portion of road. All adjoining property owners have no objections.

PUBLIC COMMENT: None.

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

# STAFF PLANNING REPORT
## Vacation

**CASE 021-18** A request for the vacation of approximately 801 feet of County Lane 191, an 80-foot wide designated right-of-way.

**APPLICANT** Joplin Industrial Development Authority

**REPRESENTATIVE** Rob O'Brian

**LOCATION** County Lane 191, north of the intersection of County Lane 191 and 31st Street

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**EXISTING CONDITIONS**

| Easement Type(s) | Easement Size |
|---|---|
| Street | 80' x 801' |

**REASON FOR VACATION**

Consolidation of industrial property.

**UTILITIES CURRENTLY LOCATED IN THE EASEMENT?**

Yes.

**UTILITIES PLANNED TO LOCATE IN THE EASEMENT?**

All existing utilities (water, gas, electric) will remain in the easement.

**DISCUSSION**

This vacation request is for an 801-foot portion of County Lane 191, located north of the intersection of County Lane 191 and 31st Street. This request will vacate the street, but will leave all utility easements in place. Much of the requested right-of-way to be vacated is currently unimproved.

Joplin Industrial Development Authority currently owns the portion of County Lane 191 that is north of the requested street vacation. If this street vacation is approved, Joplin Industrial Development Authority intends to sell the vacated portion of CL-191 up to 26th Street, and its lot to the west of the vacation, to KDH Properties on the north. This street vacation will allow for a consolidation of property under the ownership of one company. All adjacent property owners and relevant utility companies have submitted notarized affidavits stating that they don't have a concern with the vacation request.

*Staff recommends approval of Case 021-18.*

**ENCLOSURES**

- Application



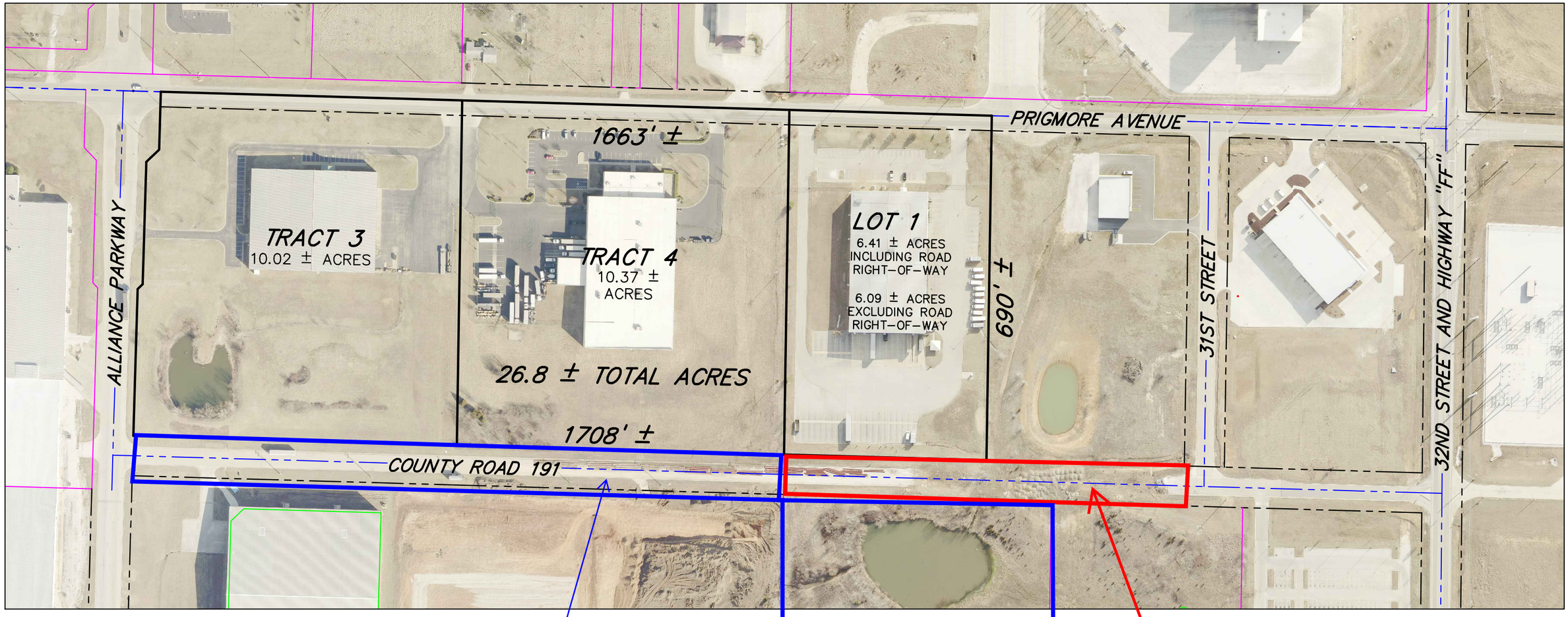

Feet

0 205 410 820 1,230 1,640

Case 021-18: A portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street -- A request to vacate a street easement -- Joplin Industrial Development Authority

N

SCALE: 1"=200'




ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

| DATE | REVISION |
|---|---|
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| | |
|---|---|
| DWN. BY: | BF |
| CKD. BY: | MDS |
| APPD. BY: | MDS |
| DATE : | 12-5-2017 |

# CROSSROADS INDUSTRIAL PARK - EXHIBIT

SECTION 15, T27N, R32W JASPER COUNTY, MO

DWG. NO.

P & Z Case 021-18
Kurt Higgins for JIDA
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-261 ORDINANCE NO.

AN ORDINANCE providing for the vacation for 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a public street right-of-way located County Lane 191 located north of the intersection of County Lane 191 and 31st Street, the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF COUNTY LANE 191 LYING WEST OF LOTS 1 AND 2 OF SOUTH CROSSROADS ADDITION PLAT #1 IN SECTION 15, TOWNSHIP 27 NORTH, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-261

Case 021-18: Street Vacation – Request to vacate a portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street – Joplin Industrial Development Authority.

Mr. Duncan opened this case and asked if there was anyone else to speak in favor of this case?

Kurt Higgins, 7231 E 24th Street, Joplin, MO, Allgeier Martin and Associates. He is representing Joplin Industrial Development Authority. This has been platted years ago. There is a portion of the road to the north of this request that was never dedicated to the city. It was never improved except the curb and guttering. This property was never developed, but the property owner to the north, KDH Properties, has been acquiring properties in the vicinity. The traffic study was completed approximately a year ago, and showed that the Industrial Park did not need that portion of road. That is the reason for the Street Vacation application with the intention of selling the north half to KDH Properties to incorporate with the other properties purchased. All adjoining property owners have no objections.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan stated that from the write up there aren't utility issues.

Mr. Higgins stated that yes, there are utilities on the property.

Mr. Ramsour stated that in an observation today, he was surprised by the amount of traffic that came off Prigmor onto 31st Street, which then went over and turned south again on this road.

Mr. Higgins stated the traffic is probably going to the nearby call center.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not. This case is closed.

**MR. CORTEZ MOVED, SECONDED BY MRS. KOELKEBECK THAT CASE 021-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

CB 2018-262

Case 022-18: Street and Alley Vacation – Request to vacate an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property – Joplin School District.

Mr. Duncan opened this case and asked if there was anyone else to speak in favor of this case?

Dave Pettit, Joplin School District, 411 Bobwhite, Webb City, MO. Our school is going into a different conference. We are anticipating the scaling of the number of participants and those who are coming to see our football endeavors. The first home football game we anticipate 6-7 thousand people. The purpose of the change is to allow Security, safety and the quality of the event to secure the property. The property will be behind fencing to limit access while still maintaining the alleyway and small section of 14th Street.

Mr. Duncan asked if Commissioners had any questions.

Mr. Ramsour wanted to know how the ambulance would get to the football field.

Mr. Pettit stated that this currently is an access just off Junge Blvd.

Mrs. Steele wanted to know about the other two properties you don't have control of right now.

Mr. Pettit stated that he has spoken to both of those owners and have signed permissions from them.

Mr. Duncan wanted to know if it was a chain link fence that was going to enclose the property.

Mr. Pettit stated it was.

Mr. Duncan asked if there was a setback that had to be maintained?

Mr. Pettit stated that they had planned on putting a buffer up.

Mr. Bolander stated that the fence itself can be right on the property line.

Mrs. Steele asked if any of the new property was going to be used for parking?

Mr. Pettit stated not at this time. This will be used for concessions and restrooms.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not.

**MRS. KOELKEBRECK MOVED, SECONDED BY MR. RAMSOUR THAT CASE 022-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

# STAFF PLANNING REPORT
## Vacation

**CASE 022-18** A request for the vacation of approximately 120 feet of 14th Street, a 50-foot wide designated right of way; and the vacation of approximately 460 feet of a 20-foot-wide alleyway.

**APPLICANT** Joplin School District

**REPRESENTATIVE** David Pettit

**LOCATION** An alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street; and a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east.

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**EXISTING CONDITIONS**

| Easement Type(s) | Easement Size |
|---|---|
| Street | 50’ x 120’ |
| Alleyway | 20’ x 460’ |

**REASON FOR VACATION**

Consolidation of property to expand concessions for the high school football stadium.

**UTILITIES CURRENTLY LOCATED IN THE EASEMENT?**

Yes.

**UTILITIES PLANNED TO LOCATE IN THE EASEMENT?**

All existing utilities (water, gas, electric) will remain in the easement.

**DISCUSSION**

This vacation request is for a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east; also an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street. The request will vacate the street, but will leave all utility easements in place.

Joplin Highschool's football team will be changing conferences this season. This change will result in Joplin playing more local teams than in past years. Because of this, Joplin School District anticipates larger crowds at football games this fall. To accommodate for the larger crowds, the School District wishes to expand the bleachers and the concession stand.

There is an alleyway directly to the east of the football stadium. Other than two lots on the south end of the alley, Joplin School District owns all the property adjacent to the alley. A 120-foot portion of 14th Street runs between the School District's lots and connects to the alley; this portion of 14th street is gravel.

Joplin School District is requesting that the city of Joplin vacate the 120-foot gravel portion of 14th street and the portion of the alleyway that is adjacent to their property, which is approximately 460 feet. The portion of the alley adjacent to other owner's property will not be vacated. The purpose of the vacation request is to consolidate school district property and surround it with fencing. Doing this will allow additions to the bleachers, concession stand, and restroom facility.

The school district's plan is to run fencing across the alleyway to their property line on Jackson Avenue, then north across the vacated portion of 14th street to Junge Blvd, then west to the existing stadium fencing. There will be 3 gates, one at each location where the fencing crosses vacated right-of-way: one at each end of the alley and one on 14th Street and Jackson Avenue. This will allow the utility companies to perform maintenance when needed.

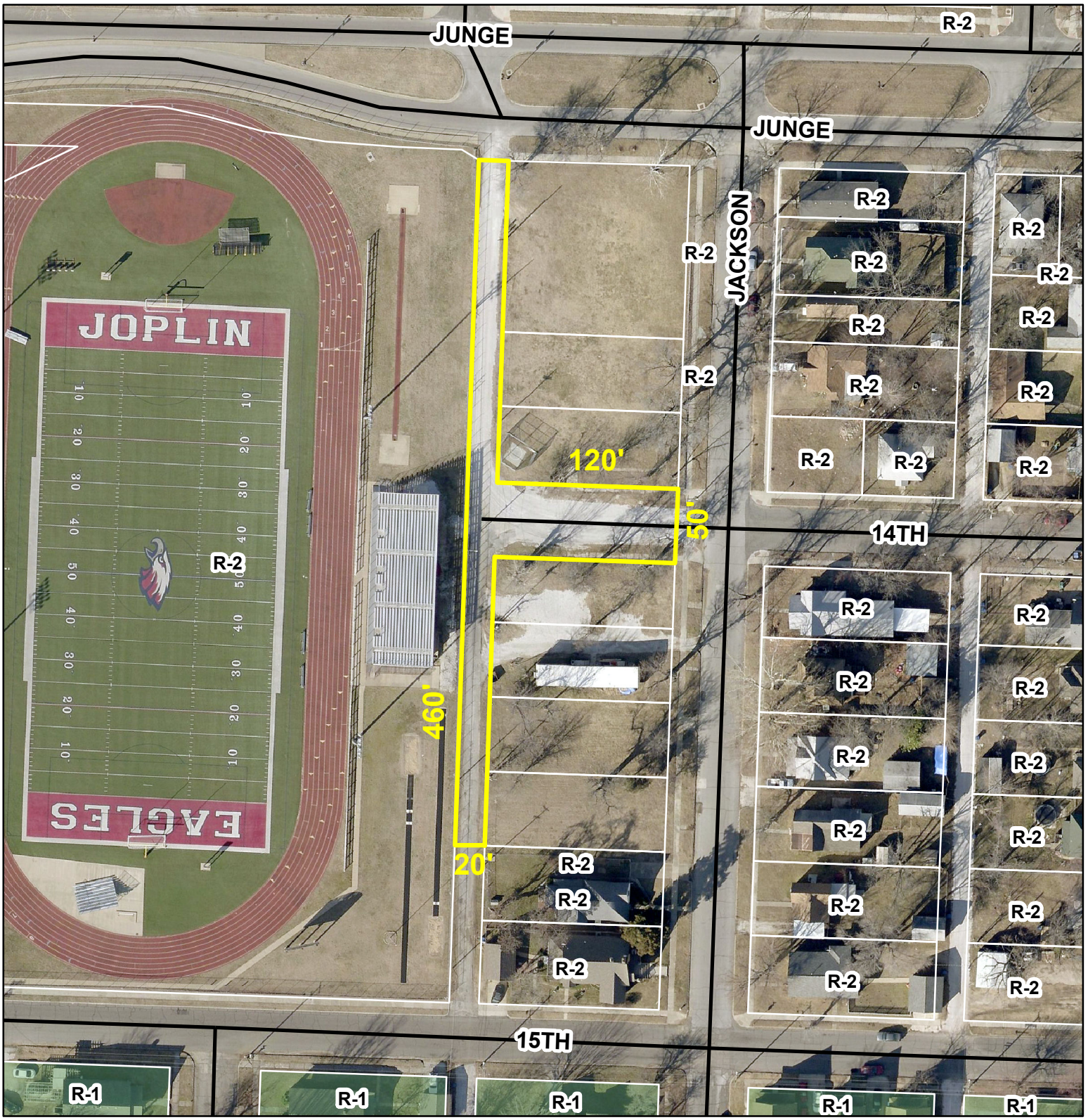
The method for securing the gate will be a daisy-chain, where the locks from all utility companies are chained together. This method will allow utility companies to have access to the gates at any time. Additionally, the school district will install a Knox Box that will hold a key for the Fire Department to access the gate at any time. The Fire Marshal has required that the gates provide at least 13 feet, 6 inches when the gate is open so a fire truck can pull through. The applicant agreed to these terms and is planning to install 16-foot swinging gates.

The two property owners on the south end of the alley (1420 S. Jackson & 1430 S. Jackson) have been contacted. They have signed statements acknowledging they are not opposed to this action as long as they continue to have their trash picked up in the same location. All utility companies have also been contacted and signed statements saying that they do not have a concern with the vacation request. Trash services will continue to utilize the alleyway to pick up trash for the property owners. However, if the alley is blocked by the school district's fence, after driving into the alley to pick up trash, the truck will need to back out of the alley onto 15th Street. Staff has spoken with the area manager from Republic Trash and he stated that this wouldn't be an issue for the trucks to do this.

*Staff recommends approval of Case 021-18.*

**ENCLOSURES**

- Application




Case 022-18: An alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east. -- A request to vacate an alley and a street easement -- Joplin School District

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2018-262
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 022-18:
Street and Alley Vacation – Request to vacate an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property – Joplin School District.

STAFF SUMMARY:

Joplin School District is requesting that the city of Joplin vacate the 120-foot gravel portion of 14th street and the portion of the alleyway that is adjacent to their property, which is approximately 460 feet. The portion of the alley adjacent to another owner's property will not be vacated. The purpose of the vacation request is to consolidate school district property and surround it with fencing. Doing this will allow additions to the bleachers, concession stand, and restroom facility.

*Staff recommends approval of Case 022-17.*

PLANNING & ZONING COMMISSION TESTIMONY:
Dave Pettit, Joplin School District, 411 Bobwhite, Webb City, MO. Joplin High School is going into a different sports conference. We are anticipating and increased scaling of the number of participants and those who are coming to see our football endeavors. At the first home football game we anticipate 6-7 thousand people. The purpose of the change is to allow security, safety and the quality of the event. A chain link fence is going to enclose the property. With the property behind the fencing it will limit access, while still maintaining the alleyway and small section of 14th Street. There will be access to the football field for the ambulances from Junge Blvd. This vacated property will be used for additional bleachers, concessions, and restrooms.

PUBLIC COMMENT: None.

P & Z Case 022-18
David Pettit, Joplin, School District
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-262 ORDINANCE NO.

AN ORDINANCE providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PORTION OF THE APPROXIMATELY TWENTY FEET WIDE EXISTING ALLEY LYING WEST OF LOTS 169, 170, 171, 172, 173, 174, 175 AND 176 IN SOUTH JOPLIN LAND COMPANY'S 1ST ADDITION, A SUBDIVISION OF LAND IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, AND EAST OF THE TRACT OF LAND OWNED BY THE JOPLIN SCHOOL DISTRICT, IDENTIFIED AS TRACT P-52, M-44 AS SHOWN IN BOOK 339, PAGE 633 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; AND, ALL THAT PORTION OF WEST 14TH STREET LYING BETWEEN LOTS 172 AND 173 IN SAID JOPLIN LAND COMPANY'S 1ST ADDITION; AND, ALL THAT PORTION OF THE EXISTING ALLEY LYING WEST OF THAT PORTION OF 14TH STREET, BETWEEN LOTS 172 AND 173 IN SAID JOPLIN LAND COMPANY'S 1ST ADDITION. SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2018-263

Case 023-18: Voluntary Annexation - Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive – Peace Church, LLC.

Cindy Smith, 1620 Mandel Lane, Webb City, MO. She is representing Peace Church, LLC.

Mr. Duncan asked if there were questions from the Commission? Mr. Duncan asked if they were planning on building a new building on that location?

Ms. Smith stated they were. It will be a 19 thousand square foot building. Peace Church owns Easy Living and Easy Living will be operating the building.

Mrs. Steele asked if there is an existing church?

Ms. Smith stated this has nothing to do with any church. It's the name of a road. Her father had a house on the road and he named the company after it.

Mr. Ramsour asked about the utilities on the property?

Ms. Smith stated that everything is supposed to be on sight.

Mrs. Steele stated she thought she saw where there were not utilities on the property?

Wayne Stevenson, Anderson Engineering. We are working with Jimmer Pinvue to bring in the sewer and will be parallel with the railroad track on the north side of the property.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not.

**MR. RAMSOUR MOVED, SECONDED BY MRS. BRUCKNER-SEARS THAT CASE 023-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

# STAFF PLANNING REPORT
## Voluntary Annexation

**CASE 023-18** A request to voluntarily annex property into the City of Joplin

**LOCATION** North of the intersection of Wildwood Ranch Parkway and John Duffy Drive

**APPLICANT** Peace Church, LLC.

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**EXISTING CONDITIONS**

| Zoning | Land Use | Property Size |
|---|---|---|
| N/A (Jasper County, MO) | Undeveloped | Approx. 10 acres |

**DISCUSSION**

Peace Church, LLC. is requesting to voluntarily annex a tract of land immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive near the western border of Joplin. This request consists of approximately 10 acres. The tract of land is approximately 864 feet by 545 feet, bordering the intersection of Wildwood Ranch Parkway and John Duffy Drive to the south.

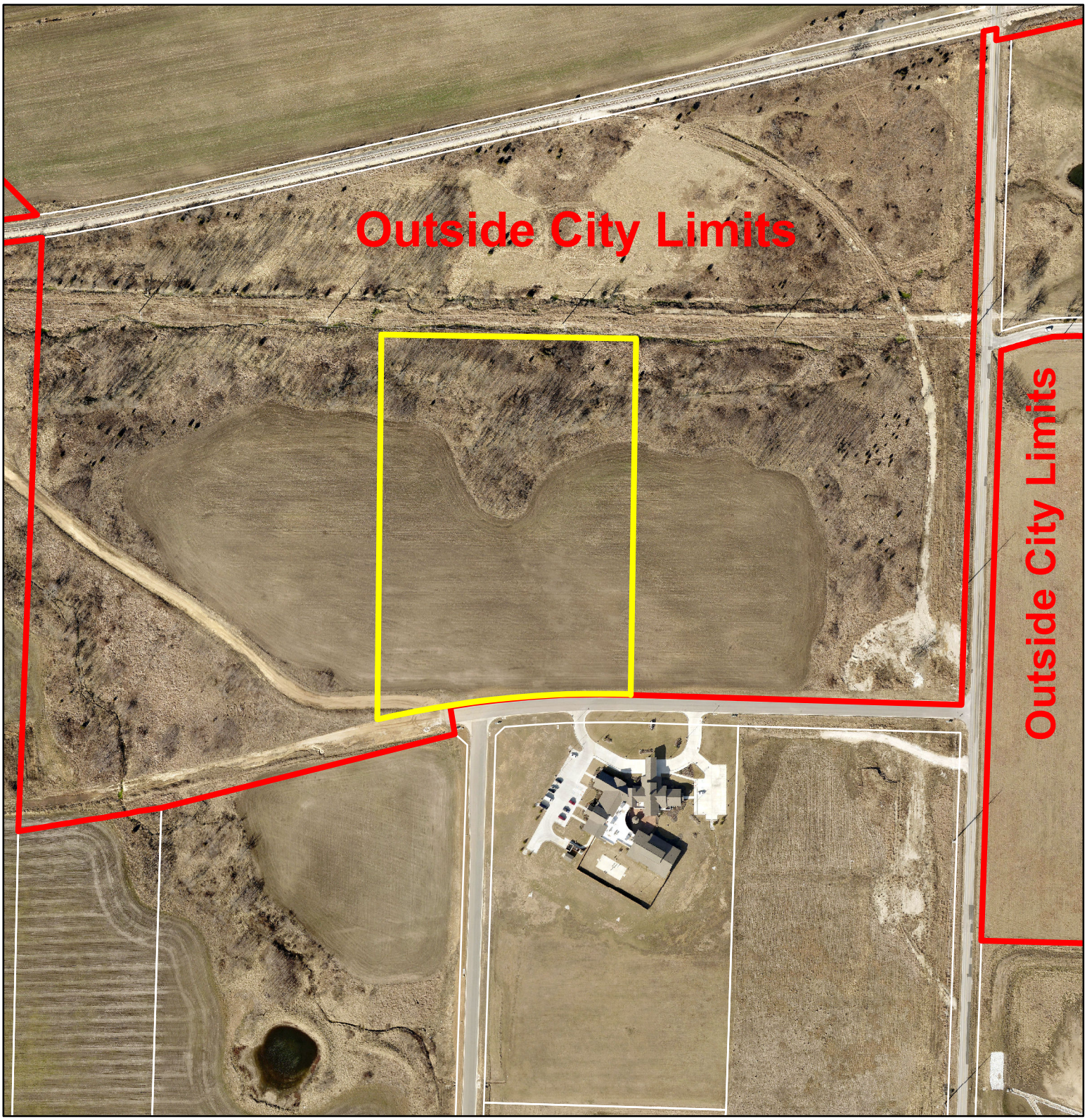
The applicant plans to construct a 19,000-square foot office building which will serve as headquarters for Easy Living, an organization that cares for individuals who are developmentally disabled. In addition to the office building, there will be a daytime activity center for program participants. Easy Living understands they will be required to connect to the sanitary sewer line at their own expense, which is about 600 feet to the west.

Much of the surrounding property is currently undeveloped. The property to the southeast, across Wildwood Ranch Parkway is owned by Preferred Family Healthcare. The property to the southwest is owned by Joplin Senior Community.

*Staff recommends approval of Case 023-18.*

**ENCLOSURES**

- Map of area to be annexed




Feet

0 260 520 1,040 1,560 2,080

Case 023-18: Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive -- A request for voluntary annexation into the city of Joplin -- Peace Church, LLC.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-263
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 023-18
Voluntary Annexation - Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive – Peace Church, LLC.

STAFF SUMMARY:
The applicant plans to construct a 19,000-square foot office building which will serve as headquarters for Easy Living, an organization that cares for individuals who are developmentally disabled. In addition to the office building, there will be a daytime activity center for program participants.

*Staff recommends approval of Case 023-18.*

PLANNING & ZONING COMMISSION TESTIMONY:
Cindy Smith, 1620 Mandel Lane, Webb City, MO. She is representing Peace Church, LLC.

Mr. Duncan asked if they were planning on building a new building on that location?

Ms. Smith stated they were. It will be a 19 thousand square foot building. Peace Church owns Easy Living and Easy Living will be operating the building. Peace Church is the name of a road. Her father had a house on the road and he named the company after it.

PUBLIC COMMENT:
Wayne Stevenson, Anderson Engineering. We are working with Jimmer Pinvue to bring in the sewer. It will be parallel with the railroad track on the north side of the property.

P & Z Case 023-18
Cindy Smith for Peace Church, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-263 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive, Jasper County, Missouri.

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

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

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

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

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

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

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

ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, more particularly described as follows: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 13, THENCE NORTH 01 DEGREES 48'09" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 30.81 FEET, THENCE NORTH 01 DEGREES 49'48" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1848.60 FEET, THENCE NORTH 88 DEGREES 39'24" WEST, 30.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CENTRAL CITY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF CENTRAL CITY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF WILDWOOD RANCH PARKWAY, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES, THENCE CONTINUING NORTH 88 DEGREES 39'24" WEST, 714.23 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 2030.00 FEET, THENCE ALONG SAID CURVE AN ARC DISTANCE OF 137.17 FEET TO THE POINT

OF BEGINNING, THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 404.07 FEET, THENCE SOUTH 76 DEGREES 04'01" WEST, 153.64 FEET, THENCE NORTH 01 DEGREES 49'48" EAST, AWAY FROM SAID NORTH RIGHT-OF-WAY LINE, 864.27 FEET, THENCE SOUTH 88 DEGREES 30'36" EAST, 545.07 FEET, THENCE SOUTH 01 DEGREES 49'48" WEST, 755.30 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 5th day of August 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**JOPLIN CITY COUNCIL**
**INFORMAL MEETING MINUTES**
**JUNE 18, 2018**
**602 S. MAIN ST.**
**JOPLIN MO 64801**

Mayor Shaw called the June 18, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Melodee Colbert-Kean, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Absent: Doug Lawson.

**2017 Annual Fire Department Report, presented by Fire Chief Jim Furgerson**

Chief Furgerson reviewed the 2017 annual report with the city council. The topics he discussed were the departments mission and vision; quick facts; the organizational chart, which showed a vacancy for an EMS Training Chief; Operations Division; Response Analysis; Prevention Division; Training Division; Emergency Management; Staffing; and Challenges.

Mrs. Reid Adams asked about the color coding of the fire hydrants. Chief Furgerson explained the color code system.

**Discussion on the Future of the former Senior Citizen building**

City Manager Anselm stated both the old and new senior citizen buildings are insured. Operations have not been moved to the new building yet, but when that's completed the city can have a discussion on what to do with the vacant building. Director Bolander informed Mr. Anselm earlier that someone had expressed an interest in the old senior citizen building. The city has not identified a use for the building so the intent is to declare it as surplus and list it for sale.
Mr. West asked Mr. Anselm if he had an idea of the value of the building. Mr. Anselm replied the city has not gotten that far yet. There are some water, roof and heat and air issues.
Mr. Stanley asked if there were any other proposed uses other than selling it. Mr. Anselm replied that the city is not interested in adding additional buildings to their inventory, the cost of maintenance and upkeep is burdensome. After discussion, Mr. Stanley made a motion to begin the process to declare the old senior citizen building excess property. The motion was seconded by Mr. West. Motion passed with 8 in favor and one absent (Lawson).

**Other Business**

Mr. West asked about the status of the Howsmon Building. Sam replied there is no report or information back yet from the engineer from Kansas City. He stated he would keep the council updated on this issue.

Mayor Shaw thanked Council Woman Reid Adams for her report from her recent attendance at the MML Newly Elected Officials conference June 7-8, 2018.

Submitted,

Barbara Gollhofer, City Clerk

**JOPLIN CITY COUNCIL**
**MEETING MINUTES**

June 18, 2018

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

**INVOCATION** read by City Clerk Barbara Gollhofer.

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

**ROLL CALL** – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Douglas Lawson. Motion by Mr. West, second by Mr. Stanley to excuse Mr. Lawson. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Lawson.

**PRESENTATIONS**

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

**REPORTS AND COMMUNICATIONS**

**CITIZEN REQUESTS AND PETITIONS**
City Clerk Barbara Gollhofer informed the council that after the agenda was posted there were 11 additional requests to address the council. Motion by Mr. Stanley, second by Mr. Stinnett to allow the additional requests to be heard during this portion of the meeting. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Lawson.

Krissy Gooch, 192 S. Harlem Ave, Joplin, would like to address the city council regarding the council meeting held 6/4/18

Margey Upson, 1218 W. 9th St. Joplin, would like to address the city council to apologize to Mrs. Haase and the mayor; and, to talk about public safety.

Tom Robertson, 1744 Morgan Heights, Carthage, addressed the city council regarding Police and Fire Pension and current proposed cuts.

Thomas Bowin, PO Box 1134, Joplin, addressed the city council regarding the budget cut proposal.

Grace Bentz, 605 Gary Court, Neosho, requested to address the city council regarding a personal account as to why people are leaving employment of the Joplin Police Dept. and the impact it has on families. On June 16, 2018, Ms. Bentz asked to have her request removed.

Marisa Foltz, 5415 W. Josh St, Springfield, MO, addressed the city council regarding Fire Department retention.

Mari Susan Cameron, 2634 S. Byers, addressed the city council regarding the rezoning at 26th & Byers; Request to Address Council forms, and city taxes.

Tom McAfee, 2635 S. Byers, addressed the city council regarding the Mohaska Walking Trail and closure of Mohaska Road; & budget and pension for fire and police.

Larry Hartman, 2627 S. Byers requested to address council regarding no curbs, trail behind his house and not enough compensation for property for trail he doesn't want, but he did not appear.

Sandi Wells. 2617 Byers, addressed the city council regarding the Mohaska Trail and police and firemen.

**Additional Requests**

Jeremie Humphrey, 2042 Chouteau, Baxter Springs, KS addressed the city council Joplin Professional Firefighters Association Public Safety and firefighter retention.

Charles Copple, 528 S. Porter, Joplin, addressed the city council on Police and Fire Department retention.

Ashley Micklethwaite, 3820 Hawthorn Ct. addressed the city council regarding public safety services.

Ashley Raby, 811 W. 6th St, addressed the city council regarding police and drug problems.

Shelly Kraft, 2701 Bird Ave, addressed the city council in favor of the Mohaska Trail project.

John Bowling, 2926 S. Wall Ave, addressed the city council in support for the Mohaska Trail.

Chase Kraft, 2701 Bird Ave, addressed the city council in favor of the Mohaska Trail.

Scott Vorhees, 13 Wildwood, addressed the city council regarding the Mohaska Trail.

Tom Rogers, 407 S. Pennsylvania Ave. requested to address the city council regarding the effect of JPD budget and cutbacks have on road racing events, however, he did not appear.

Christina Williams, 2602 S. Kingsdale St. addressed the city council regarding the Mohaska Trail and to introduce the neighbors of the proposed Mohaska Trail to some of the future users of the trail.

William Motazedi, 5941 Deer Ridge Trail, addressed the city council regarding concerns over the new trails under consideration in Joplin.

**PUBLIC HEARINGS**

Public Hearing Procedures read by City Clerk Barbara Gollhofer.

Public Hearing for COUNCIL BILL NO. 2018-510

Mayor Shaw opened the public hearing.

Lindsay Lund, 3251 S. Hill, Springfield MO, attorney for this item appeared in favor of this item. Joan Ghani, 4603 S. Smith, Joplin, MO, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

**CONSENT AGENDA**. Motion by Mr. Stanley, second by Mr. West to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, Nays: 0. Absent: Lawson, 1.

Notes from the June 4, 2018 Informal meeting

Minutes of the June 4, 2018 Council Meeting

COUNCIL BILL NO. 2018-021 - AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application; and enacting a new Section 90-62, Application. **Ordinance No. 2018-066**

COUNCIL BILL NO. 2018-258- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District C-0 property as described below and located 200 feet south of West 26th Street, between South Picher Avenue and South Bird Avenue. **Ordinance No. 2018-067**

**RESOLUTIONS**

**ORDINANCES – Emergency**

Mr. West introduced Council Bill No. 2018-120 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the update of the Pavement Management Plan at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. West, second by Mr. Stinnett that Council Bill No. 2018-120 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-068**

Mr. Stanley introduced Council Bill No. 2018-121 - an ordinance approving the City of Joplin to enter into an agreement with Kansas City University of Medicine and Biosciences (KCU) for the payment to the CDBG-DR program from KCU for the additional expense of rerouting a portion of the CDBG-DR funded Mohaska Trail project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Stanley, second by Mr. Brown that Council Bill No. 2018-121 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-069**

Mr. Brown introduced Council Bill No. 2018-122 -an ordinance approving the City of Joplin to enter into an Amendment with the Joint Engineering Team (JET) for the additional fees of rerouting a portion of the CDBG-DR funded Mohaska Trail project in an amount not to exceed seventeen thousand seven hundred thirty-nine and 00/100 dollars ($17,739.00) and authorizing the City Manager or his designed to execute the same by and on behalf of the City of Joplin; containing an emergency clause. Motion by Mr. Brown, second by Mr. Stanley that Council Bill No. 2018-122 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-070**

Mr. Stinnett introduced Council Bill No. 2018-123 - an ordinance approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating and Trucking Inc.in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40) for construction of the McCoy Extension at 26th Street Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Stinnett, second by Mr. Monteleone that Council Bill No. 2018-123 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-071**

Mr. Stanley introduced Council Bill No. 2018-124 - an ordinance approving Work Authorization with Allgeier-Martin & Associates Inc. in the not to exceed amount of Thirty-One Thousand Nine Hundred Sixty-Five and No/100 Dollars ($31,965.00) for engineering services associated Grit Auger Design, Bidding and Construction Management for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause. Motion by Stanley, second by Brown that Council Bill No. 2018-124 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-072**

Mr. West introduced Council Bill No. 2018-125 -an ordinance approving a Work Authorization with Joplin Joint Engineering Team in the not to exceed amount of One Million Four Hundred Eighty-Two Thousand Two Hundred Thirty-Seven and 00/100 Dollars ($1,482,237.00) for design, survey, bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, and containing an emergency clause. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-125 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-073**

Mr. Stinnett introduced Council Bill No. 2018-450 -an ordinance authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-Seven Thousand, Eight Hundred Sixty-Five Dollars, no Cents, ($97,865.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mrs. Reid Adams that Council Bill No. 2018-450 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and

West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-074**

Mr. Stanley introduced Council Bill No. 2018-607-an ordinance authorizing the City of Joplin to enter into an agreement with Superion, LLC for the purpose of providing Superion NaviLine Public Administration applications for the not to exceed price of One Hundred Seventy-Eight Thousand Nine Hundred Twenty-Seven and 50/100 Dollars ($178,927.50); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-607 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-075**

Mr. Stinnett introduced Council Bill No. 2018-608 - an ordinance approving the reclassification of a position from the Public Works Department to the IT Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2018-608 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled. The council bill was declared adopted and entitled **Ordinance No. 2018-076**

**ORDINANCES – FIRST READING**

**ORDINANCES – SECOND READING AND THIRD READING**

Mr. Stinnett introduced Council Bill No. 2018-510 - an ordinance approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-510 be passed on second reading, advanced to third reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-077**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

Mrs. Reid Adams stated she would like to change her vote to "No" on Expenditure No. 10 that was discussed at the June 11, 2018 work session. The vote is in regard to phasing out extra shifts for battalion chiefs and captains. She stated she meant to vote "no" but somehow voted "yes" and she wants to go on record the she does not favor that cut and even though it does not affect the outcome of the vote, she would like to make it 5-3 instead of 6-2. Mayor Shaw acknowledged her statement.

**News and announcements from Public Information officer, Lynn Onstot:**

Joplin Parks and Recreation Dept. is partnering with Missouri Southern State University for the Independence Day Celebration. It will be held at the Fred G. Hughes Stadium located on MSSU's campus on Wednesday, July 4, 2018 beginning with games at 6:00 pm. There will also be live music, food trucks, vendors and much more. Inflatables and bounce houses will be available for an additional fee. The fireworks will start at 9:45 pm. Seating will be available in the stadium and along the grass around the field with plenty of parking throughout the campus. A festivities map will be released closer to the day of the event.

The City will host a public meeting open house from 4-6 pm on Tuesday, June 26, 2018 at the Joplin Public Library to review plans for a neighborhood recovery project that's based in the south-central area of Joplin. Surface Project 4004 includes areas from Pennsylvania Avenue to Maiden Lane and from 26th to 32nd Streets. This project is one of several in the recovery area and focuses on repairing the damaged infrastructure in residential districts. This project is funded by Community Development Block Grant Disaster Recovery program, as all the recovery work has been, and no funds from the City's budget are being used for this project. Joplin's recovery work is scheduled to be completed in the latter part of 2019.

This summer we want the citizens to be aware of the many fun and interesting events taking place here in Joplin and surrounding area. We encourage them to check out Joplin Convention and Visitors Bureau event page at visitjoplinmo.com for all the details.

**Comments from Council Members:**
Mr. West thanked all the citizens who came to the meeting this evening to voice their support and concerns to this council for the public safety officers. We have an issue to resolve quickly and we thank you for staying with us as we come to a final conclusion. It's time we buckle down and get it done.

Mr. Stanley cited Mr. Bowin's last line of the hand-out Mr. Bowin gave to the council that stated, "Discussing specific cuts with no discussion of specific raises very effectively drives our experienced officers to seek employment elsewhere". Mr. Stanley stated he thinks the council really needs to see some math come from the city manager on where pay increases could be. Mr. Stanley asked that this be done by the next regular council meeting, which is July 2.

Mr. Edwards stated that Dr. Brad Hodson from Missouri Southern had sent an email to some of the council members asking for support on behalf of MSSU.
Tuition was raised about 14% due to budget cuts and because they did that they're in a position where the Missouri Department of Education can assess a onetime 1.2% penalty against the university. The Dept of Education has opened a public comment period and MSSU has reached out to the council for a letter of support that basically asks the Dept. of Education not to assess that penalty against Missouri Southern. Mr. Edwards thought it was appropriate to have Council to look at this issue in an open meeting and take a vote on whether to issue that letter of support.

After discussion on the validity of sending a letter of support from the council on behalf of the city and to ensure this council and councils in the future have distinctive guidelines with which to operate, Mr. West made a motion with a second by Mr. Stanley, to send a letter to the Department of Higher Education to waive the penalty fee for raising tuition fees for MSSU. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1.

Mayor Shaw stated he had the privilege to represent the City at Schifferdecker Park to the welcome between 450-500 bicyclists who are participating in Bikers Across Missouri.

Mayor Shaw, Council Members Reid Adams and Stanley attended an event hosted by Connect2Culture to announce the naming of the future cultural arts and entertainment center as The Cornell Complex. Plans and artists renditions of the complex were released at the event.

Mayor Shaw stated he received a call from the president of KCU medical school to inform Mayor Shaw that KCU's board was happy with the Joplin community and the way the Joplin community engaged the medical students during this first year of the medical school that it inspired the board to take a survey in a 125 mile radius of Joplin to determine if there is a need or interest for a dental school and they have determined there is a need and they're considering adding a dental program to the medical school. Mayor Shaw stated this is another positive thing for our city.

**Vote to go into closed session**, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and 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(1) (3) RSMo, as amended, 2017. 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 go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Lawson, 1.

There being no further business, the meeting was adjourned at 8:38 p.m.

Respectfully,

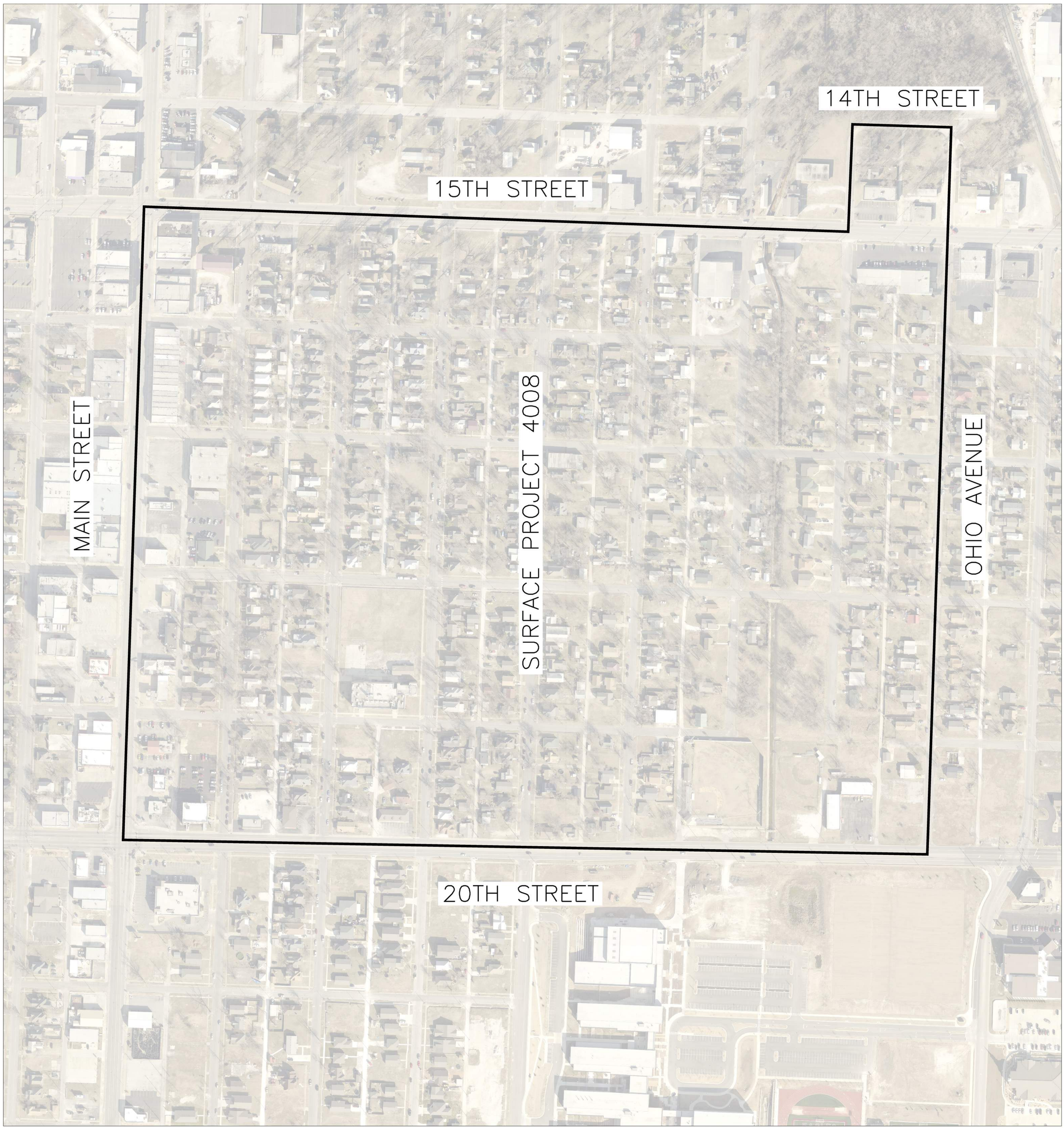
Barbara J. Gollhofer, City Clerk, MRCC

# BID TABULATION

**PROJECT: Surface Project 4008**

**DATE OF BID OPENING: June 12, 2018**

| CONTRACTOR | BID |
|---|---|
| Emery Sapp & Sons | 3,603,420.52 |
| D & E Plumbing | 3,913,376.32 |
| Sprouls Construction | 4,218,828.40 |
| | |
| Engineer Estimate | 3,464,446.75 |
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| | | REV. NO. | DATE | REVISIONS DESCRIPTION | |
| | SURFACE PROJECT 4008<br>PROJECT AREA | | | | EXHIBIT 1 |
| project no.: P101160400<br>drawn by: JWB<br>date: 4/26/2018 | JOPLIN, MISSOURI 2018 | REVISIONS | | | |

JOPLIN, MO STRONGER, SAFER, SMARTER
JET JOINT ENGINEERING TEAM

TranSystems
2400 PERSHING ROAD
SUITE 400
KANSAS CITY, MO 64108
PHONE: 816-329-8600
FAX: 816-329-8601

**AGREEMENT**

**CITY OF JOPLIN AND EMERY SAPP & SONS, INC.**

**THIS AGREEMENT**, made and entered into this ____ day of _____, 2018, by the parties identified above.

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

**SURFACE PROJECT 4008**
**VIRGINIA AVENUE TO IOWA AVENUE AND 20TH STREET TO 15TH STREET**
**MINNESOTA AVENUE TO OHIO AVENUE AND 20TH STREET TO 14TH STREET**
**CDBG-DR GRANT No. B-13-MS-29-0001**

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by July 26th, 2019.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

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

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

   As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**b.** **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c.** **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d.** **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

**5. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **Three Million Six Hundred Three Thousand Four Hundred Twenty Dollars and Fifty-Two cents ($3,603,420.52)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

**6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects**: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

e. Has not been in breach of contract with the City of Joplin within the last two years.

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

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

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

   a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it

will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amounts specified in SPECIAL PROVISIONS Item 7. per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed

hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **Liability and Indemnity**.

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

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

    c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of

any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**20. Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**21. Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped

persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of “residential structure” (as defined in 24 CFR 40.2) or the definition of “building” [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (February 1, 2017 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    **Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of **Three Million Six Hundred Three Thousand Four Hundred Twenty Dollars and Fifty-Two cents ($3,603,420.52)**, said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and

binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

    d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

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

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

    b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**33. Anti-Kickback Rules.** The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

**37. Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

**38. Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

**39. Federal Labor Standards Provisions.** The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

**40. Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such

applicant; and refer the case to the Department of Justice for appropriate legal proceedings(including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

**41. Women and Minority Business:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

**42. Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**43. Civil Rights Act of 1968.** Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

**44. Section 3 of the Housing and Urban Development Act of 1968.**

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

**45. Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

**46. Section 110 of the Housing and Community Development Act of 1974**

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

**47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))**

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract

Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carryin g out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

    b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

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

55. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**56. Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

**CONTRACTOR:** Emery Sapp & Sons, Inc.
5350 E. State Hwy AA
Springfield, Missouri 65803

**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.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

**CITY OF JOPLIN, MISSOURI**

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

**APPROVED AS TO CDBG-DR**

_____
Troy Bolander, Director of Planning, Development
& Neighborhood Services

**COUNCIL BILL NO. 2018-116 ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp & Sons, Inc. for the construction of the Surface Project 4008, in the amount of Three Million Six Hundred Three Thousand Four Hundred Twenty and 52/100 dollars ($3,603,420.52); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Emery Sapp & Sons, Inc; for the purpose of constructing the Surface Project 4008; in the amount of Three Million Six Hundred Three Thousand Four Hundred Twenty and 52/100 dollars ($3,603,420.52 a true and accurate copy of the same being attached hereto and incorporated by reference as "Exhibit A", be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill No. 2018-116

I hereby certify that a sufficient amount is available in the CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 2, 2018**
**Council Bill No. 2018-116**

## Item: Construction Agreement with Emery Sapp & Sons Inc. for the Surface Project 4008.

## Originating Department: Public Works – Engineering

Attachments: 1) Bid Summary
2) Location Map
3) Agreement
4) Council Bill No. 2018-116

| | |
|---|---|
| Public Works: David Hertzberg | Date: |
| Planning and Community Development Director: Troy Bolander | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of a construction agreement with Emery Sapp & Sons, Inc. in the amount of Three Million Six Hundred Three Thousand Four Hundred Twenty and 52/100 dollars ($3,603,420.52); for construction of Surface Project 4008, funded through CDBG-DR.

**Background**: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Surface Project 4008. This project includes replacement of damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps at corners, and street pavement. The area for Surface Project 4008 in general is from Main Street to Ohio Avenue and 15th Street to 20th Street. This is the sixth of several similar projects in the recovery area that focuses on repairing damaged public infrastructure in neighborhoods.

**Discussion:** City staff followed the City of Joplin procurement policy. Bids were opened on June 12, 2018 with 3 firms bidding. Emery Sapp & Sons provided the lowest bid. This was the second bid opening on this project. Bids were opened on April 24, 2018 with 4 firms bidding. D & E Plumbing and Heating Inc. provided the apparent low bid, but due to an error found in the proposal after the bid opening the project was re-advertised. The error in the proposal was contained in one of the quantities. Correcting the error would have significantly changed the budget of the project. The project was re-advertised and bids opened on June 12, 2018 which was within 10% of the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in the summer of 2019.

**Recommendation:** City staff recommends approval of a construction agreement with Emery Sapp & Sons, Inc. in the amount of Three Million Six Hundred Three Thousand Four Hundred

Twenty and 52/100 dollars ($3,603,420.52); for construction of Surface Project 4008 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 2, 2018**
**Council Bill No. 2018-127**

## Item: Construction Agreement with G&G Construction Company Inc., for the Replacement and Installation of two Screw Pumps at the Turkey Creek Wastewater Treatment Plant.

## Originating Department: Public Works – Operations

Attachments: 1) Construction Agreement with G&G Construction Company Inc.
2) Bid Tab
3) Council Bill No. 2018-127

| | |
|---|---|
| Department Head: | David Hertzberg |
| Finance Department: | Leslie Haase |
| City Attorney: | Peter C. Edwards |
| City Manager: | Samuel L. Anselm |

**Recommended Action:** Approval of a Construction Agreement with G&G Construction Company Inc., in the not to exceed amount of $965,120.00 for construction services associated with the replacement of two Screw Pumps at the Turkey Creek Wastewater Treatment Facility.

**Background:** One of the first parts of the treatment process at the Turkey Creek Wastewater Treatment Plant are the Screw Pumps. They pump the raw sewage up to the next level to the grit chambers. Each one of the Screw Pumps is rated to pump 14 million gallons a day (MGD), but because of their age and use they have lost about 35 to 50 percent of their efficiency. The plant currently has two Screw Pumps and two submersible pumps located at the head-works. The life expectancy of this type of equipment is about 10-15 years, both of these were originally installed in 1985 and replaced in 2001; this type of equipment has to be periodically replaced to ensure proper wastewater treatment.

Additionally, there are two boilers at the plant, one in each of the anaerobic digesters. One was installed when the plant opened in 1985, while the second one was installed in 1997 in the newly constructed anaerobic digester. The boiler that was installed in 1985 needs to be replaced.

**Discussion:** City Staff followed the City of Joplin procurement policy. Prices came in under the Engineer estimates. G&G Construction Company, Inc. was the low bidder for the "Total Base Bid Amount." Their Bid was $591,120. City staff was waiting on the total base bid amount to

see if the amount was reasonable and to see if sufficient funding was available to include the add alternate bid of $374,000 that included the second Screw Pump. The scope of project will include the installation of two new screw pumps and a boiler for the anaerobic digester. This work will be funded from the Sanitary Sewer Fund that was approved in the FY 2017-2018 Budget.

**Recommendation:** City staff recommends approval of a construction agreement with G&G Construction Company Inc., for the not to exceed amount of $965,120.00 for construction services associated with the replacement of two Screw Pumps at the Turkey Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

# BID TABULATION

**PROJECT: REPLACEMENT OF SCREW PUMP**
**DATE OF BID OPENING: 21 JUNE 2018**

| CONTRACTOR | TOTAL BASE BID |
|---|---|
| BRANCO Enterprises, Inc. | 736,000.00 |
| Crossland Heavy Contractors | 594,297.00 |
| G&G Construction Company, Inc. | 591,120.00 |
| McClanahan Construction Company | 703,000.00 |
| | |
| **ENGINEER'S ESTIMATE** | 800,000.00 |
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**COUNCIL BILL NO. 2018-127** **ORDINANCE NO.**

AN ORDINANCE approving a construction agreement with G&G Construction Inc., in the not to exceed amount of Nine Hundred Sixty-Five Thousand One Hundred Twenty and No/100 Dollars ($965,120.00) for construction services associated with the Installation of Screw Pumps at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause.

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

Section 1. That the construction agreement between the City of Joplin and G&G Construction Company Inc., in the not to exceed amount of Nine Hundred Sixty-Five Thousand, One Hundred Twenty and No/100 Dollars ($965,120.00) for construction services for the installation of a Screw Pumps at the Turkey Creek Waste Water Treatment Facility located in the City of Joplin, Jasper County, Missouri; a true and accurate copy of the same being attached hereto and incorporated by reference as "Exhibit A", be and the same is hereby approved.

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

Section 3. That the City Manager or his designee is hereby authorized to execute said Work Authorization on behalf of the City of Joplin.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2018-127**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the work authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT.....00500

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: G&G Construction Company, Inc.<br>Address: P.O. Box 863 (641 East Java)<br>Carthage, MO 64836 | |
| | | Attention: Buddy Garner, President | |
| Department: PUBLIC WORKS | | Phone: 417-358-7898 | Fax: 417-358-7699 |
| Phone: 417-624-0820, EXT 500 | Fax: 417-624-4738 | | |

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by the parties identified above.

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

TURKEY CREEK WWTP – SCREW PUMP AND BOILER REPLACEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 280 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $965,120.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $ 500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document
i. Statement of Bidder's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Non-Collusion Affidavit
o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents, including the work associated with the Total Base Bid Amount ($591,120.00) and also the Add Alternate Bid Item ($374,000.00), and to comply with the terms and conditions defined therein for a total sum of Nine Hundred Sixty-Five Thousand One Hundred Twenty ($965,120.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By:_____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By:_____
David Hertzberg, Public Works Director

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JULY 2, 2018**

**COUNCIL BILL 2018-024**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENT: COUNCIL BILL, NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT REQUEST TO AMEND THE COOPERATIVE AGREEMENT AMONG THE DEVELOPER, CITY AND CID, EXHIBIT A**

| | |
|---|---|
| **Finance Director: Leslie Haase** | **Date:** |
| **Planning/Dev. & Neighborhood:Troy Bolander** | **Date:** |
| **City Attorney: Peter Edwards** | **Date:** |
| **City Manager: Sam Anselm** | **Date:** |

## INTRODUCTION:

This Council Bill approves a request of the Northpark Lane Community Improvement District (the "CID") and Northpark Mall/Joplin, LLC (the "Developer") to amend the Cooperative Agreement with the City. The purpose of the amendment is to reflect changes to cost categories within the project budget.

## DISCUSSION:

Pursuant to Ordinance 2014-091, the City entered into a Cooperative Agreement with the CID and Developer with regard to the District Project and District Services (as such terms are defined in the petition creating the CID in 2014, pursuant to Ordinance 2014-090). The Agreement that was passed in 2014 included a Schedule of Projects and Costs to be completed with the CID tax revenue. This 2018 Council Bill seeks approval for a Revised Schedule of Projects and Costs. Most of the major projects are the same, such as paving and concrete work, landscaping, MSSU pathway, etc. But, some of the project costs have been reduced and there have been a few more projects that have been added, such as stormwater and sanitary sewer work and security cameras. The only thing this Council Bill does is approve the Revised Schedule of Projects and Costs. The 2014 list has been attached hereto for reference.

This First Amendment to Cooperative Agreement clarifies the eligible costs related to the District Project and District Services and replaces Exhibit A of the Cooperative Agreement with Appendix 1 reflecting the costs of completed project work and work remaining to be completed.

This District will remain a separate political subdivision governed by a Board of Directors, appointed by the Mayor, with the consent of the City Council.

The Mall is a vital economic driver in our community and it is important to support the requested

enhancements for the benefit of the public. These improvements are needed to enhance the competitiveness of the Mall.

## RECOMMENDATION:

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

2014 Project List

**EXHIBIT A**

| | |
|---|---|
| **Site Lighting** | |
| Engineering | $ 30,000 |
| Project Management | $ 70,000 |
| Contractor | $730,000 |
| Poles and Fixtures | $210,000 |
| Other (buy out) | $ 17,000 |
| **Switch gear** | $1,000,000 |
| **Pathway from School** | |
| Lighting | $130,000 |
| Landscape | $270,000 |
| Hardscape work | $200,000 |
| **Mall Landscaping** | $250,000 |
| **Paving and concrete** | |
| Engineering | $ 60,000 |
| Project Management | $ 71,000 |
| Concrete work | $ 240,000 |
| Irrigation | $ 60,000 |
| Contractor | $4,500,000 |
| Testing and QA | $ 60,000 |
| **Future power gear** | $1,600,000 |
| **Contingency** | $ 502,000 |

# FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT ("Amendment") is made as of the ___day of _____ 2018, by and among Northpark Mall/Joplin, LLC (the "Developer"), the City of Joplin, Missouri (the "City") and the Northpark Lane Community Improvement District (the "CID").

RECITALS

WHEREAS, Developer, City and the CID entered into that certain Cooperative Agreement, dated as of June 20, 2016 (the "Cooperative Agreement");

WHEREAS, Developer, City and the CID desire to amend certain provisions of the Cooperative Agreement to reflect changes to the project budget.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer. City and the CID hereby agree to amend the Cooperative Agreement as follows:

1. The Section 4 is hereby deleted in its entirety and revised to read as follows:

> **Section 4. Costs of District Project and District Services.** As set forth in Section 3.C of the Petition, the total estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) is Ten Million Dollars ($10,000,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of District Obligations to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the District Project and District Services above Ten Million Dollars ($10,000,000) (plus financing, professional fees and expenses, underwriting and issuance costs related to District Obligations) will require approval by the parties as an amendment to this Agreement.

2. Exhibit A as included in the Cooperative Agreement shall be deleted in its entirety and replaced with Appendix 1 as attached hereto and incorporated herein by this reference.

3. Except as amended hereby, the Cooperative Agreement is ratified and confirmed and remains in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT**

By: _____
Name: Joan Ghani
Title: Chairman

**ACKNOWLEDGMENT**

**STATE OF MISSOURI** )
) **SS.**
**COUNTY OF _____** )

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan Ghani, to me personally known, who, being by me duly sworn, did say that she is the Chairman of the **NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

**NORTHPARK MALL/JOPLIN, LLC**

By: **CBL SubREIT, Inc.**, its chief manager

By: _____
Name: Jeffery Curry
Title: Chief Legal Officer

**ACKNOWLEDGMENT**

**STATE OF TENNESSEE )**
**) SS.**
**COUNTY OF HAMILTON)**

On this _____ day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFERY CURRY**, to me personally known, who, being by me duly sworn, did say that he is the Chief Legal Officer of CBL SubREIT, Inc., the chief manager of **NORTHPARK MALL/JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

[SEAL] **CITY OF JOPLIN, MISSOURI**

By: _____
Name: _____
Title: _____

**ATTEST:**

_____

**ACKNOWLEDGMENT**

**STATE OF MISSOURI** )
) **SS.**
**COUNTY OF JASPER** )

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the **CITY OF JOPLIN, MISSOURI**, and that said instrument was signed in behalf of said City by authority of its City Council, and said _____ acknowledged said instrument to be the free act and deed of said city.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

## APPENDIX 1

| | | |
|---|---|---|
| **Completed Work** | | |
| Paving and Concrete | - | $4,970,900 |
| Landscaping | - | 234,600 |
| Completed Total | - | $5,205,500 |
| | | |
| **Remaining Work** | | |
| Storm Sewer Replacement | - | $1,200,000 |
| Sanitary Sewer Replacement | - | 800,000 |
| School Pathway | - | 700,000 |
| Site Lighting and Electrical Outlets | - | 400,000 |
| Paving | - | 200,000 |
| Landscaping | - | 100,000 |
| Security Cameras for Parking Lot | - | 500,000 |
| Addition of Green Space | - | 500,000 |
| Contingency | - | 394,500 |
| Remaining Total | | $4,794,500 |
| **Total CID Work** | | **$10,000,000** |
| | | |
| **Soft Costs** | | |
| Financing, Professional Fees and Expenses, Underwriting, and Issuance Costs | | **TBD** |

[END OF DOCUMENT]

COUNCIL BILL NO. 2018-024 ORDINANCE NO.

AN ORDINANCE approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to Joplin City Ordinance No. 2014-090 on or about June 16, 2014 ("2014 Ordinance"); and

WHEREAS, pursuant to Joplin City Ordinance No. 2014-091, the City entered into that certain Cooperative Agreement with Northpark Mall/Joplin, LLC (the "Developer") and the District (the "Cooperative Agreement"); and

WHEREAS, the District and Developer have requested certain revisions to the Cooperative Agreement in the form of that certain First Amendment to Cooperative Agreement (the "First Amendment") to include the following:

(a) The revision of Section 4 of the Cooperative Agreement with regard to Costs of District Project and District Services.

(b) The replacement of Exhibit A to the Cooperative Agreement with Appendix 1 to the First Amendment to reflect the cost of project work completed to date and the anticipated costs of work remaining to be completed.

WHEREAS, the City, the District and the Developer desire to enter into the First Amendment.

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

Section 1. That the First Amendment is hereby approved and that a true and accurate copy of the said First Amendment is attached hereto as Exhibit A and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager is authorized to execute the First Amendment with the District and Developer, by and on behalf of the City of Joplin, Missouri.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance shall become effective immediately upon approval by the City Council and execution of the Ordinance by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney