COUNCIL AGENDA
Monday, July 3, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2017-257
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-PD property as described below and located Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-257 MINUTES.PDF
      CB 2017-257 PLANNING REPORT.PDF
      CB 2017-257.PDF
      CB 2017-257 SUMMARY.PDF

   3. COUNCIL BILL NO. 2017-268
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 1516 E. 19th Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-268 PLANNING REPORT.PDF
      CB 2017-268.PDF
      CB 2017-268-SUMMARY.PDF
      CB 2017-268 MINUTES.PDF

8. **Consent Agenda**

   1. June 19, 2017 City Council Meeting Minutes

      Documents:

      CC MINS 6-19-.PDF

9. **Resolutions**

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-001
   AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with the Joplin Public Library Board of Trustees for the purpose of leasing the land and improvements thereon located at 1901 East 20th Street to the Joplin Public Library Board of Trustees for the operation of the Joplin Public Library; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

   SUMMARY-JOPLIN LIBRARY RE LEASE_CB NO 2017-001.PDF
   JOPLIN LIBRARY LEASE_CB2017-001.PDF
   LIBRARY LEASE-06262017163857.PDF

2. COUNCIL BILL NO 2017-004
   AN ORDINANCE approving a Purchase Order to be issued to Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance No. 2016-177 on October 17, 2016; and containing an emergency clause.

   Documents:

   CB2017-004 SUMMARY SHEET.PDF
   CB2017-004.PDF
   CB2017-004 PRICE QUOTATION.PDF

3. COUNCIL BILL NO. 2017-142

   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Asbell Excavating and Trucking for the Wildwood Ranch Business Park Sewer Infrastructure Project for the not to exceed price of One Million Four Hundred Eighty Nine Thousand Nine Hundred Seventy Three and 25/100 ($1,489,973.25); 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:

   CB 2017-142 BID TAB.PDF
   CB 2017-142 SUMMARY SHEET WILDWOOD RANCH BUSINESS PARK SEWER INFRASTRUCTURE_2017-XYZ.PDF
   EXHIBIT_PROJECT MAP.PDF
   CB 2017-142 AGREEMENT.PDF
   CB 2017-142.PDF

4. COUNCIL BILL NO. 2017-143

   AN ORDINANCE approving an amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Nine Thousand Nine Hundred Eighty and no/100 Dollars ($9,980.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support and containing an emergency clause.

Documents:

CB 2017-143 WA BMC-OC-001 NPDES PERMIT RENEWAL SUPPORT - FULLY EXECUTED.PDF
CB 2017-143 SUMMARY SHEET.PDF
CB2017-143 EXHIBIT A - AMENDMENT NO 1 TO WA MBC-OC-001_UNSIGNED.PDF
CB 2017-143.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2017-267
   AN ORDINANCE requesting to review the Final Plat of the Maryland Crossing in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2017-267-SUMMARY SHEET.PDF
   CB2017-267-COMMISSION MINUTES.PDF
   CB2017-267-PLANNING REPORT.PDF
   CB2017-267-FINAL PLAT.PDF
   CB2017-267PLAT MAP.PDF
   CB2017-267-COUNCIL BILL.PDF

2. COUNCIL BILL NO. 2017-512
   AN ORDINANCE approving position changes to the Salary Administration Plan for the City of Joplin.

   Documents:

   CB 2017-512 ORDINANCE SALARY ADMINISTRATION PLAN CHANGES.PDF
   CB 2017-512 SUMMARY SALARY ADMINISTRATION PLAN CHANGES.PDF
   CB 2017-512 EXHIBIT A-SALARY ADMINISTRATION PLAN UPDATED.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. City Council Travel Requests

2. News From The 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)

CB 2017-257

Case 009-17: Southwest Corner of South Even Avenue and West 26th Place – A request to rezone from R-1 (Signal Family Residential) to R-1-PD (Planned Single-Family Residential Development) for the construction of a of a single family residential development – Schuber Mitchell Homes.

Mr. Ramsour recused himself because his brother owns property in the neighborhood.

Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City MO, stated that he was requesting the PD overlay on the interior and northern edge of Cedar Point neighborhood. The PD will only be in the interior lots. Everything that is touching the existing Cedar Ridge neighborhood will remain zoned as R-1 without the possibility for smaller lots. A PD zoning with smaller lot sizes would allow Schuber Mitchell to build an additional 11 homes in the new neighborhood. Mr. Mitchell stated that the plans for this section fit in the PD regulations. He read Section 29A 1701 paragraph A, which can be found on page 73 of the City of Joplin Zoning Code. Schuber Mitchell's plans fit the current neighborhood and meet the intent of the Planned District overlay. The new neighborhood with have upgraded infrastructure, sidewalks and convert previous overgrown field where people were dumping trash into a place where families settle and invest in our city.

After the first P&Z meeting Schuber Mitchell requested the Commission to table the request for rezoning. Schuber Mitchell met with the neighborhood at one public meeting and talked to numerous residents individually. Most residents were fearful of smaller houses and lower values, fearful of more traffic in the neighborhood without sidewalks, and fearful of storm water issues.

Mr. Smith asked if the sewer system is already in place? Mr. Mitchell stated that some of the sewer was there and some must be installed by Schuber Mitchell.

Mr. Smith asked if there were any questions for Mr. Mitchell.

Mr. Duncan asked Mr. Mitchell to show us where the 11 homes would be built. Mr. Mitchell stated that the entire area has been approved for 65-foot-wide lots. He was asking for the interior lots to be zoned with the PD overlay.

Mr. Smith wanted to know how many lots all together. Mr. Mitchell stated if we gain the 11 there will be 98 lots, right now there is 87.

Mr. Smith asked if there were any other questions? There were not. He asked if there was anyone wanting to speak in favor of this request? There were none. Anyone here to speak against this request?

Mark Parrin, 4523 West 26th Place, Joplin, MO, stated he wanted to touch on Section 29A 1701 of the Zoning Regulations. Mr. Mitchell stated that the development must be interrelated with an adjacent development and area, but just because he is not asking for apartments doesn't mean it is interrelated with our neighborhood. If you continue with that it states "and to maintain the

overall desires intensity of land use." Most of the neighborhood has 70 to 80-foot-wide lots. The proposed development from Schuber Mitchell would not match the existing neighborhood aesthetic. Mr. Mitchell is asking to shrink the property size, and there is a considerable difference between an 80-foot lot to a 50-foot lot in this area. The neighborhood desires open spaces and houses in this area now have about 20 to 30 feet between them. The people in the neighborhood are against this development. Schuber Mitchell just wants to maximize their profit. Thank you for your time.

Mr. Smith asked if there was anyone else to speak against this proposal?

Terra Miller, 4401 W. 27th Street, Joplin, MO. She presented 200 signatures from property owners in the sub-division who are in opposition. The whole community is not in opposition to them building they are in opposition to the lot sizes of 50 feet.

Mr. Weinkein, 4803 W. 28th Place, Joplin, MO, is a retired Traffic Engineer from MoDOT and a Realtor. He stated that Schuber-Mitchell should maintain the consistency of the Cedar Ridge neighborhood, which is zone for 65 feet minimum lots. When the previous developer bough this land, the overall development plan was to extend Lois Lane to 32nd Street, but that is beyond what the City can do at this point. The proposed development from Schuber Mitchell will have a negative impact on Cedar Ridge.

Paul Howie, 4819 W. 28th Street, Joplin, MO. The average family usually has two cars and with the 11 more homes and 22 additional cars it will cause more issues in the neighborhood.

Mr. Smith asked if there was anyone else to speak again this proposal? There were none.

Mr. Duncan asked Ms. Cunningham if Schuber Mitchell would still be able to build homes if the rezoning request was not approved?

Ms. Cunningham stated that Schuber Mitchell would still be able to build homes but would be required to do so on 65 foot lots rather than 50.

Harvey Hutchinson, 4512 W. 27th Place, Joplin, MO, asked if Mr. Mitchell could make all the lots in the subdivision 50 feet after the first development plan was complete. Ms. Cunningham stated that Mr. Mitchell would not be able to do that. The request is for a specific parcel of land that has a legal description and there is no possibility to add to that land without another public hearing.

Mr. Duncan stated that this was very difficult decision and he understands why there are folks protesting the request. There is not a lot of land left in the City of Joplin on the out skirts where people want to live. One hand you would like to preserve your neighborhood on the other hand a lot of young people would like to own homes that are affordable.

Mr. Cortez agreed.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 009-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR DENIAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE".
(5 IN FAVOR, 1 ABSTAIN, 0 NEY'S, 1 ABSENT).

Z&P Meeting: June 12, 2017
City Council Meeting: July 3, 2017

STAFF PLANNING REPORT
Rezoning

CASE 009-17 A request to rezone from R-1 to R-1-PD for the construction of a single family residential development

LOCATION Southwest Corner of South Even Avenue and West 26th Place

APPLICANT Schuber Mitchell Homes.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	13.1 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	R-1	R-1	N/A
Land Use	Jasper County	Single-Family Residential	Single-Family Residential	Jasper County

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
South Lois Lane	Secondary	50'
Future West 27th Place	N/A	50'
Future Asa Lane	N/A	50'

Future West 27th Street	N/A	50’
Future West 26th Street	N/A	50’

UTILITIES Yes. Sewer was installed by previous owner.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future low-density residential in the Future Land Use map of the Comprehensive Plan. The smaller lot sizes proposed in the Planned Development District are allowed in the Subdivision Regulations to provide diverse housing options in the City of Joplin.

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

Currently, part of this site is zoned R-1 and does not accommodate the smaller lot sizes and setback requirements proposed in this Planned Development. Rezoning to a PD is required.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. The smaller, 50 foot residential lots will be buffered to the south and the east by 65 foot lots sized for a typical single-family residential development.

DISCUSSION

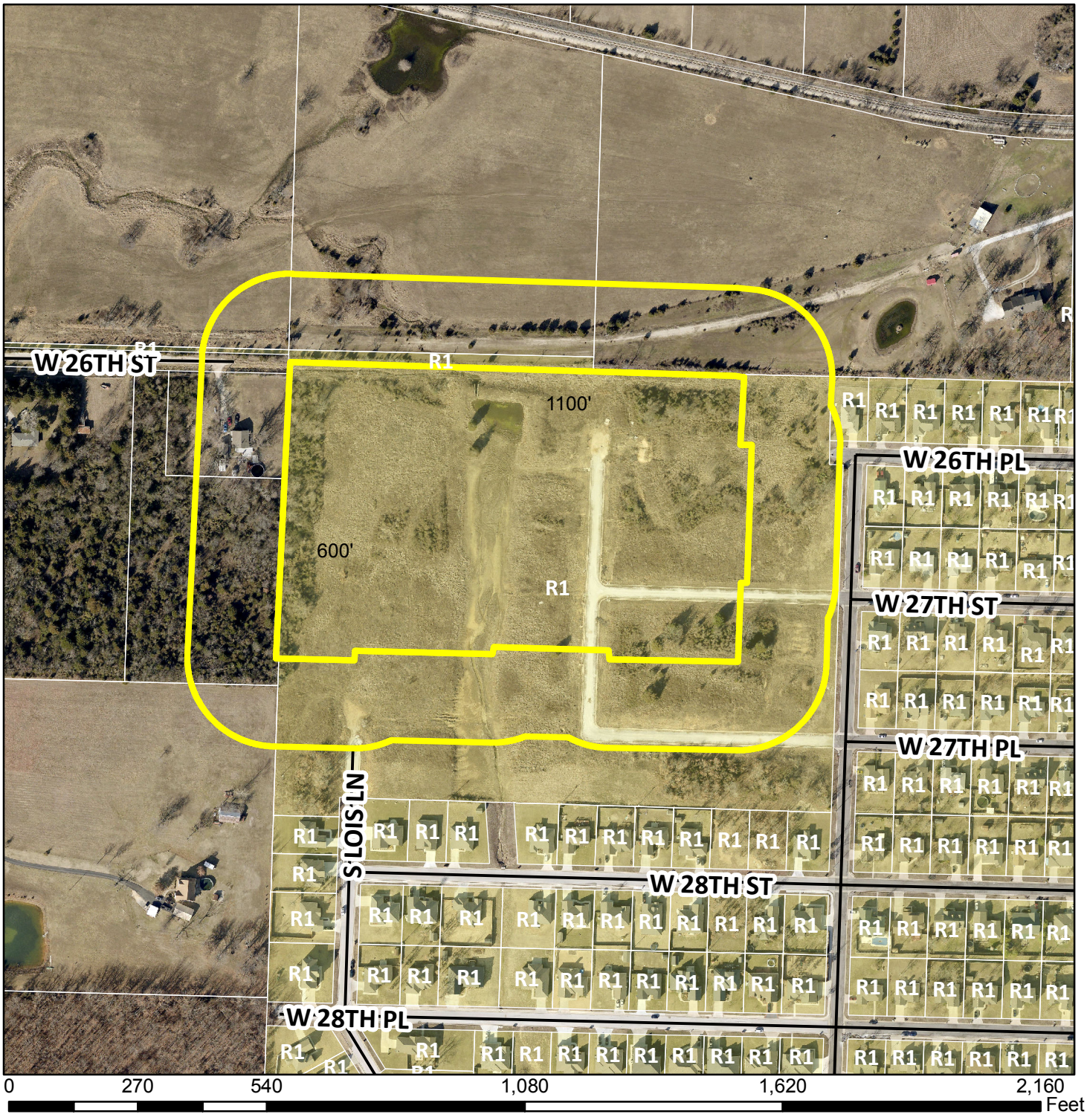
This request originally went to the Planning and Zoning Commission on April 10, 2017 and went to the City Council on May 1, 2017. It was tabled by the Planning and Zoning Commission and the City Council to allow the property owner time to meet with the neighborhood to discuss issues related to the proposed development and submit preliminary covenants for the new subdivision.

This rezoning request is for approximately 13 acres west of the Cedar Ridge subdivision. Schuber Mitchell Homes would like to develop a higher density single-family residential subdivision to provide smaller lot sizes and yards that require less maintenance. These lots would be 50’ in width with a front yard setback of 15’ and a rear yard setback of 20’. The Woodlands development in Wildwood Ranch has similar lot sizes and setback lines and is being constructed by Schuber Mitchell as well. This request includes land in the final plat submitted for Cedar Point Plat 1 (Case 007-17) in addition to land that has not been platted to the west. If

this rezoning request is approved, Schuber Mitchell will submit another plat to accommodate the new lots as well as changes to existing lots in Cedar Point Plat 1.

While the lot sizes of this development are smaller than a typical single-family residential subdivision, this rezoning request provides a buffer to the south and east comprised of typically sized lots that are 65’ in width with 25’ front and rear yard setbacks. This rezoning request would allow a broader range of housing choices. Because Schuber Mitchell is developing the entire subdivision, smaller lot sizes would blend in with the rest of the neighborhood.

Staff recommends approval of Case 009-17.



Case 009-17: Southwest Corner of South Even Avenue and West 26th Place – A request to rezone from R-1 to R-1-PD for the construction of a single family residential development – Schuber Mitchell Homes.

N

P & Z Case 009-17
Schuber Mitchell Homes
(P & Z Recommended Denial)

COUNCIL BILL NO. 2017-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-PD property as described below and located Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri.

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

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

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 88°30'54" WEST, 196.55 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 1°14'51" WEST, 125.92 FEET; THENCE SOUTH 88°45'09" EAST, 11.08 FEET; THENCE SOUTH 1°14'51" WEST, 299.38 FEET; THENCE NORTH 88°47'19" WEST, 3.28 FEET; THENCE SOUTH 1°14'51" WEST, 171.36 FEET; THENCE NORTH 88°47'19" WEST, 278.85 FEET; THENCE NORTH 1°59'19" EAST, 6.03 FEET; THENCE NORTH 88°47'25" WEST, 255.11 FEET; THENCE SOUTH 1°24'49" WEST, 7.38 FEET; THENCE NORTH 88°34'30" WEST, 284.73 FEET; THENCE SOUTH 1°57'08" WEST, 8.14 FEET; THENCE NORTH 88°02'52" WEST, 137.25 FEET; THENCE NORTH 1°38'01" EAST, 607.86 FEET; THENCE SOUTH 88°30'54" EAST, 944.09 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 13.1 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2017, by a vote of_____.

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 3, 2017

Item: COUNCIL BILL NO. 2017-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-257
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 06/12/17

Recommended Action: Planning and Zoning Commission recommended Denial by a vote of "5 in favor, 1 abstained, 1 absent

SUMMARY/REQUEST:
Case 009-17: Southwest Corner of South Even Avenue and West 26th Street-A request to rezone from R-1 (Single Family Residential) to R-1-PD (Planned Development Single-Family Residential) for the construction of a single family residential development – Schuber Mitchell Homes. As of 6/26/17, Schuber Mitchel has requested that the request to Rezone be withdrawn. Since it has been published for a Public Hearing, this item will appear on the 7/3/17 agenda for a Public Hearing. At the conclusion of the Public Hearing, staff seeks a motion from Council striking the item from the agenda.

STAFF SUMMARY:
This request originally went to the Planning and Zoning Commission on April 10, 2017 and went to the City Council on May 1, 2017. It was tabled by the Planning and Zoning Commission and the City Council to allow the property owner time to meet with the neighborhood to discuss issues related to the proposed development and submit preliminary covenants for the new subdivision.

This rezoning request is for approximately 13 acres west of the Cedar Ridge subdivision. Schuber Mitchell Homes would like to develop a higher density single-family residential subdivision to provide smaller lot sizes and yards that require less maintenance. These lots would be 50' in width with a front yard setback of 15' and a rear yard setback of 20'. The Woodlands development in Wildwood Ranch has similar lot sizes and setback lines and is being constructed by Schuber Mitchell as well. This request includes land in the final plat submitted for Cedar Point Plat 1 (Case 007-17) in addition to land that has not been platted to the west. If this rezoning request is approved, Schuber Mitchell will submit another plat to accommodate the new lots as well as changes to existing lots in Cedar Point Plat 1.

While the lot sizes of this development are smaller than a typical single-family residential subdivision, this rezoning request provides a buffer to the south and east comprised of typically

sized lots that are 65' in width with 25' front and rear yard setbacks. This rezoning request would allow a broader range of housing choices. Because Schuber Mitchell is developing the entire subdivision, smaller lot sizes would blend in with the rest of the neighborhood.

Staff recommends approval of Case 009-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City MO, stated that he was requesting the PD overlay on the interior and northern edge of Cedar Point neighborhood. The PD will only be in the interior lots. Everything that is touching the existing Cedar Ridge neighborhood will remain zoned as R-1 without the possibility for smaller lots. A PD zoning with smaller lot sizes would allow Schuber Mitchell to build an additional 11 homes in the new neighborhood. Mr. Mitchell stated that the plans for this section fit in the PD regulations. He read Section 29A 1701 paragraph A, which can be found on page 73 of the City of Joplin Zoning Code. Schuber Mitchell's plans fit the current neighborhood and meet the intent of the Planned District overlay. The new neighborhood with have upgraded infrastructure, sidewalks and convert previous overgrown field where people were dumping trash into a place where families settle and invest in our city.

After the first P&Z meeting Schuber Mitchell requested the Commission to table the request for rezoning. Schuber Mitchell met with the neighborhood at one public meeting and talked to numerous residents individually. Most residents were fearful of smaller houses and lower values, fearful of more traffic in the neighborhood without sidewalks, and fearful of storm water issues.

Mr. Smith asked if the sewer system is already in place? Mr. Mitchell stated that some of the sewer was there and some must be installed by Schuber Mitchell.

PUBLIC COMMENT:
Mark Parrin, 4523 West 26th Place, Joplin, MO, stated he wanted to touch on Section 29A 1701 of the Zoning Regulations. Mr. Mitchell stated that the development must be interrelated with an adjacent development and area, but just because he is not asking for apartments doesn't mean it is interrelated with our neighborhood. If you continue with that it states "and to maintain the overall desires intensity of land use." Most of the neighborhood has 70 to 80-foot-wide lots. The proposed development from Schuber Mitchell would not match the existing neighborhood aesthetic. Mr. Mitchell is asking to shrink the property size, and there is a considerable difference between an 80-foot lot to a 50-foot lot in this area. The neighborhood desires open spaces and houses in this area now have about 20 to 30 feet between them. The people in the neighborhood are against this development. Schuber Mitchell just wants to maximize their profit. Thank you for your time.

Terra Miller, 4401 W. 27th Street, Joplin, MO. She presented 200 signatures from property owners in the sub-division who are in opposition. The whole community is not in opposition to them building they are in opposition to the lot sizes of 50 feet.

Mr. Weinkein, 4803 W. 28th Place, Joplin, MO, is a retired Traffic Engineer from MoDOT and a Realtor. He stated that Schuber-Mitchell should maintain the consistency of the Cedar Ridge neighborhood, which is zone for 65 feet minimum lots. When the previous developer bough this land, the overall development plan was to extend Lois Lane to 32nd Street, but that is beyond what the City can do at this point. The proposed development from Schuber Mitchell will have a

negative impact on Cedar Ridge.

Paul Howie, 4819 W. 28th Street, Joplin, MO. The average family usually has two cars and with the 11 more homes and 22 additional cars it will cause more issues in the neighborhood.

Harvey Hutchinson, 4512 W. 27th Place, Joplin, MO, asked if Mr. Mitchell could make all the lots in the subdivision 50 feet after the first development plan was complete. Ms. Cunningham stated that Mr. Mitchell would not be able to do that. The request is for a specific parcel of land that has a legal description and there is no possibility to add to that land without another public hearing.

Z&P Meeting: June 12, 2017
City Council Meeting: July 3, 2017

STAFF PLANNING REPORT
Rezoning

CASE 020-17 A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex.

LOCATION 1516 East 19th Street

APPLICANT Ledford Construction and Development

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	9,000 sq ft

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1, R-2, R-2-PD	R-1, R-2	C-O	R-1, C-1-PD
Land Use	Residential, Two-Family Residential (Joplin Housing Authority)	Two-Family Residential	Commercial	Commercial, Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies the 20th Street corridor as future retail and commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 19th Street	Secondary	50'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run through the alley directly south of this property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. The 20th Street corridor is marked for future retail and commercial development in the City of Joplin's Comprehensive Plan. Multi-Family Residential Housing provides a good buffer zone between the commercial uses along 20th and the Single-Family neighborhoods north of 20th. Additionally, this area is very mixed-use and a duplex would not be out of the neighborhood character.

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

Under the current R-1 zoning designation, this property could only accommodate a single-family house. Because of the proximity to 20th Street, it is not the ideal location for a single-family residence. To build a duplex, the property owner must rezone to R-2.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

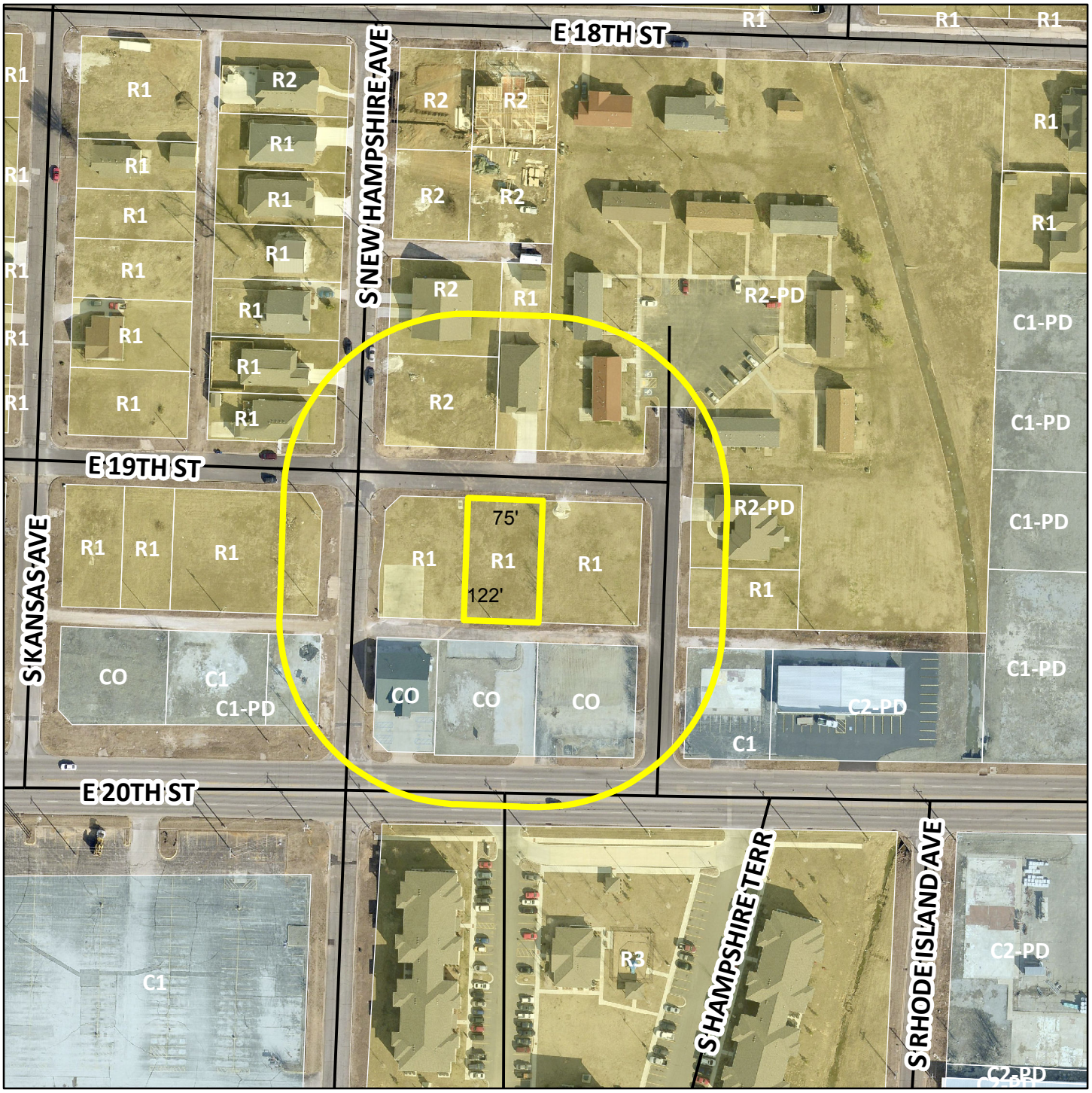
This zoning change should not detrimentally affect nearby property. There is commercial property to the south and two-family residential housing further north.

DISCUSSION

This request is to rezone the property at 1516 East 19th Street from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex. This property is southeast of the Joplin Housing Authority's multi-family residential development. The area along the 20th Street Corridor is highly mixed in use as the zoning changes from residential to commercial to accommodate expansion along this corridor. There is commercial property to the south and multi-family residential housing to the north and east. A duplex would not be out of character for this neighborhood, especially with this lot's proximity to 20th Street.

The City of Joplin requires a minimum of 8,000 for a duplex. This lot is 9,000 square feet and meets the minimum lot size requirements. Two off-street parking spaces per unit will be required.

Staff recommends approval of Case 009-17.



Case 020-17: 1516 East 19th Street – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex – Ledford Construction and Development.

N

P & Z Case 020-17
Ledford Construction & Development, LLC
(P & Z Recommended Approved)

COUNCIL BILL NO. 2017-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 1516 E. 19th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District R-2: ALL OF LOT THIRTEEN (13) AND THE EAST HALF OF LOT FOURTEEN (14) OF THE J.W. RATCLIFFE SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, also known as 1516 East 19th Street.

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 _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 3, 2017

Item: COUNCIL BILL NO. 2017-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT
Attachments: 1) Copy of Council Bill 2017-268
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 06/12/17

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

SUMMARY/REQUEST:
Case 020-17: This request is to rezone the property at 1516 East 19th Street from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex. This property is southeast of the Joplin Housing Authority's multi-family residential development. The area along the 20th Street Corridor is highly mixed in use as the zoning changes from residential to commercial to accommodate expansion along this corridor. There is commercial property to the south and multi-family residential housing to the north and east. A duplex would not be out of character for this neighborhood, especially with this lot's proximity to 20th Street-Ledford Construction and Development, LLC.

STAFF SUMMARY:
This property is southeast of the Joplin Housing Authority's multi-family residential development. The area along the 20th Street Corridor is highly mixed in use as the zoning changes from residential to commercial to accommodate expansion along this corridor. There is commercial property to the south and multi-family residential housing to the north and east. A duplex would not be out of character for this neighborhood, especially with this lot's proximity to 20th Street

Staff recommends approval of Case 009-17.

PLANNING & ZONING COMMISSION TESTIMONY:
James Ledford, 4121 S Jackson, Joplin, MO, stated that Ledford Construction is trying to have this rezoned to build a duplex. Joplin Housing Authority owns duplexes in that area and there are 4 more on 18th Street. Ledford is planning on putting these in their property LLC and keeping them as rental property.

Mr. Ramsour asked who owns the lots on either side. Mr. Ledford stated the lot to the west is basically a parking lot that is zoned as residential but used as a parking lot for the dentist's office.

PUBLIC COMMENT:
None.

CB 2017-268

Case 020-17: 1516 East 19th Street – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex – Ledford Construction and Development.

James Ledford, 4121 S Jackson, Joplin, MO, stated that Ledford Construction is trying to have this rezoned to build a duplex. Joplin Housing Authority owns duplexes in that area and there are 4 more on 18th Street. Ledford is planning on putting these in their property LLC and keeping them as rental property.

Mr. Ramsour asked who owns the lots on either side. Mr. Ledford stated the lot to the west is basically a parking lot that is zoned as residential but used as a parking lot for the dentist's office.

Mr. Smith asked if there was anyone present to speak in favor of this proposal? There were not. Is there anyone here like to speak against this proposal? There were not.

MS. BRUECKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 020-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. DERMOTT, MR. RAMSOUR, AND MS. BRUECKNER-SEARS VOTING "AYE".(6 IN FAVOR, 0 NEY'S, 1 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES June 19, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

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

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

PRESENTATIONS
Mayor Seibert presented a proclamation to David DuRall II, Joplin, to recognize David for his work with area teens. David expressed his gratitude for the recognition and expanded briefly on the work he and the other group leaders do at their weekly meetings at Cunningham Park.

Captain Adam Grimes presented a video on behalf of Joplin Professional Firefighters Local 59, entitled FIRE OPS 101. The video demonstrated the many aspects of fire and emergency medical service operations that fire fighters and paramedics face on a day-to-day basis. The presentation was also an invitation to the council and staff to participate in a day long, hands-on firefighting and rescue operations under controlled supervision of the Joplin professional fire fighters and paramedics on Saturday, October 7, 2017 at the Joplin Public Safety Training Center, 5102 N. Swede Lane.

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

PUBLIC HEARINGS

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

Minutes of the May 15, 2017 Council Meeting1. Minutes of the June 5, 2017 Council Meeting

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

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

COUNCIL BILL NO. 2017-262- AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-091**

COUNCIL BILL NO. 2017-263 – AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-092**

COUNCIL BILL NO. 2017-264 - AN ORDINANCE requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-093**

COUNCIL BILL NO. 2017-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-094**

RESOLUTIONS

Mr. West introduced RESOLUTION NO. 2017-008 - A RESOLUTION authorizing the filing of a Ninth Amendment to the Initial Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin. Motion by Mr. West, second by Mr. Shaw that Resolution No. 2017-008 be approved. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean.

ORDINANCES – EMERGENCIES

Mr. Stinnett introduced COUNCIL BILL NO. 2017-139-AN ORDINANCE approving a Work Authorization with Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty Thousand One and No/100 Dollars ($30,001.00) for engineering services associated with the grit auger design, bidding and construction management for the Turkey Creek Wastewater Treatment Facility; 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 Mr. Stinnett, second by Mr. Brown that Council Bill No. 2017-139 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean. The Council Bill was declared Adopted and entitled **Ordinance No 2017-095**

Mr. West introduced COUNCIL BILL NO.2017-400-AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction for Construction Services for the new Joplin Senior Center, authorizing the City Manager, or his designee, to execute said Agreement for the City; and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-400 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean The Council Bill was declared Adopted and entitled **Ordinance No. 2017-096**

Mr. Shaw introduced COUNCIL BILL NO.2017-401-AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #2 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed One Million, Nine Hundred Fifty-Two Thousand and Forty Dollars ($1,952,040) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley that Council Bill No. 2017-401 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-097**

Mr. Stanley introduced COUNCIL BILL NO.2017-451-AN ORDINANCE authorizing Local Public Health Department Infrastructure Grant Agreement 17-0202-PHI-17, by and between the Missouri Foundation For Health, and the City of Joplin, Missouri, for a 12 month period beginning June 1, 2017, for the purposes of purchasing various equipment and supplies, for an amount of Thirty Thousand Dollars, no Cents, ($30,000.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; 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. Stanley, second by Mr. Brown that Council Bill No. 2017-451 be approved on an emergency basis. Voting in favor were Council Members: Brown, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 7. Nays: 0. Absent: 1, Colbert-Kean. Abstention: 1, Lewis. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-098**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-511-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-511 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-099**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Reappointment to the Personnel Board:
Motion by Mr. West, second by Mr. Shaw to approve the reappointment of Jeff Yarnall to the Personnel Board. Voting in favor were Council Members: Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Colbert-Kean.

News from the PIO
We'd like to invite everyone out for a FREE two-day music festival in Landreth Park. Groups on Friday, June 30 are geared to the 21-plus crowd. Come out and enjoy the blues and dance group Hudson's All Star Hoo Doos and the rockin' country of The Mother Road's musical ambassadors, The Road Crew. The grounds open at 5 p.m. Food vendors and a beer garden will be available.

On Saturday, July 1, families will enjoy America's premier youth fiddling show band, the Saline Fiddlers Philharmonic. Enjoy dinner on the grounds from food vendors before the concert, sit back, and prepare to be amazed. The grounds open at 5 p.m. Bring your lawn chairs and blankets and come enjoy this FREE music experience in Landreth Park on June 30 and July 1.

Another fun family activity is Family Swim Night at Schifferdecker Family Aquatic Center offered on Friday evenings this summer. Family Swim Nights feature 50% off pool admission and will be held from 6 to 8 p.m. on Fridays. The reduced cost of admission is $2.50 for adults and $2 for children. This is the perfect opportunity for children to gain swimming strength and endurance while playing with family in the pool. Families can enjoy the evening floating on the lazy river, splashing in the giant lap pool, or sail down one of the many waterslides. Excluded days for this promotion are June 30th and July 14h due to Schifferdecker Aquatic Center being closed to the public. For more information, please call the Joplin Parks and Recreation office at 417-625-4750 or visit www.joplinparks.org.

There being no further business the meeting adjourned at 7:16 p.m.

Submitted,

Barbara J. Gollhofer

Barbara J. Gollhofer. Assistant City Clerk

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: July 3, 2017

ITEM: Council Bill No. 2017-001 authorizing the City of Joplin and the Joplin Redevelopment Corporation to enter into an Agreement with the Joplin Public Library Board of Trustees for the purpose of leasing the land and improvements thereon located at 1901 East 20th Street to the Joplin Public Library Board of Trustees.

ORIGINATING DEPARTMENT: Legal

ATTACHMENTS: Council Bill No. 2017-001; Lease Agreement.

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE:	Leslie Haase
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves a Lease Agreement with the Joplin Public Library Board of Trustees for the purpose of leasing the land and improvements thereon located at 1901 East 20th Street to the Joplin Public Library Board of Trustees for the operation of the Joplin Public Library.

DISCUSSION:

The Lease Agreement is for a term of 17 years with rent of $1 per year. The Library is responsible, solely, for all maintenance, telecommunications, utilities, taxes and insurance. The Library's use of the leased premises is limited to the purpose of providing cultural, educational, and recreational related activities.

The Agreement gives the Library the option to purchase after the City is free and clear of its obligations under the terms of the EDA Financial Assistance Award dated May 22, 2013, Project No. 05.79.05345, in the year 2033. The Agreement also provides that the Library transfer its existing property located at 300 S. Main St. to the City of Joplin.

RECOMMENDATION:

Staff presents this Council Bill on an emergency basis.

PCE
attachments

COUNCIL BILL NO. 2017-001 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with the Joplin Public Library Board of Trustees for the purpose of leasing the land and improvements thereon located at 1901 East 20th Street to the Joplin Public Library Board of Trustees for the operation of the Joplin Public Library; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, the Joplin Redevelopment Corporation, and the Joplin Public Library Board of Trustees, leasing the land and improvements thereon located at 1901 East 20th Street to the Joplin Public Library Board of Trustees, for the operation of the Joplin Public Library, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be, and the same is, hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered 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. Specifically, this Agreement is related to a public improvement, the land and improvements thereon located at 1901 East 20th Street.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, Acting City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2017, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, and JOPLIN REDEVELOPMENT CORPORATION, hereinafter referred to as "Landlord", and JOPLIN PUBLIC LIBRARY BOARD OF TRUSTEES, hereinafter referred to as "Tenant".

W I T N E S S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord the land and improvements thereon located at 1901 East 20th Street (the "Premises") described as:

"Tract 1: All of the West Half of Lot Numbered Fifty-Four (54) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 2: All of the West One Half of Lot Numbered Fifty-Three (53) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 3: All of Lot Numbered Fifty-One (51), except the North Ninety (90) feet of the West One Hundred Thirty-Five (135) Feet of said Lot Fifty-One (51), all in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 4: All of Lot Numbered Forty-Four (44), except the southernmost Ten (10) feet thereof for street, in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 5: All of the East One Hundred Fifty-Eight (158) Feet to the South Ninety (90.0) feet of Lot Numbered Forty-Five (45) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 6: All of Lot Numbered Forty-Two (42) and the South Fifty (50) feet of Lot Numbered Forty-Three (43), in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way, AND EXCEPT that portion of the aforementioned tract to be retained and used as Right-of-Way for 20th Street described as: Beginning at the northwest corner of the above described tract, thence South 87°52'52" East along the north line of said tract, a distance of 10.0 feet, thence South 02°01'49" West, parallel with the west line of said tract, a distance of 43.18 feet to a curve to the left having a radius of 80.00 feet, thence along said curve an arc distance of 128.36 feet to a point of cusp, said point being on the present north Right-Of-Way line of 20th Street, thence North 89°56'28" West along said

EXHIBIT "1"

right-of-way line, a distance of 83.0 feet, thence continuing along said right-of-way line North 24°32'46" West, a distance of 21.78 feet to the east right- of-way line of Connecticut Avenue, thence North 02°01'49" East along said right-of-way line, a distance of 106.53 feet to the Point of Beginning.

Tract 7: All of Lot Numbered Forty-Three (43), except the southern Fifty (50) Feet thereof, in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, less and except that part taken or deeded for street.

Tract 8: All of the South Ninety (90) Feet of Lot Numbered Forty-Five (45), except the East One Hundred Fifty-Eight (158) Feet of the South Ninety (90) feet thereof, and Except all of the West 30.0 feet of the aforementioned tract to be retained and used as Right-of-Way for Connecticut Avenue, all in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 9: All of the North Ten (10) Feet of Lot Numbered Forty-Five (45) Except the West Forty (40) feet of the North Ten (10) Feet thereof, and All of Lot Numbered Forty-Six (46), except the West Forty (40) feet thereof, in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 10: All of Lot Numbered Forty-Seven (47) except the South Sixty-Five (65) Feet thereof, All of Lot Numbered Forty-Eight (48), and the South One-Half (S ½) of Lot Numbered Fifty (50), in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 11: All of the South Sixty-Five (65) Feet of Lot Numbered Forty-Seven (47) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 12: All of Lot Numbered Forty-Nine (49), except street Right-Of-Way, in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 13: All of the North Half (N ½) of Lot Numbered Fifty (50) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

Tract 14: All of the North Ninety (90) Feet of the West One Hundred Thirty-Five (135) Feet of Lot Numbered Fifty-One (51) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri."

The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on or about June 19, 2017, extending to and until December 31, 2034. Unless terminated earlier, or otherwise extended by the parties, after December 31, 2034, Tenant will have an annual lease term that runs from January 1, 2035 to December 31, 2035, and thereafter shall be automatically renewed for successive one year terms until this Agreement is terminated by either party.

2. Rent. During the term of this lease, and any extensions thereof, Tenant agrees to pay to Landlord at the office of Landlord the sum of One Dollar ($1.00) per year as rent. Said rent shall

EXHIBIT "1"

be due in advance on the first day of each calendar year during the lease term. Tenant may also prepay all rent due under this Agreement. In addition to rent, Tenant shall be responsible for timely payment of all fees stated in this Agreement.

3. Contingent on Transfer. This Agreement is contingent on Tenant's execution of a general Warranty Deed to Landlord for the land and improvements thereon located at 300 South Main Street, a copy of which is attached hereto as Exhibit A, legally described as:

> "All of Lots Numbered 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46 all in the Original Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri."

Tenant agrees to execute the Warranty Deed upon execution of this Lease Agreement.

4. Personal Property, Furniture and Equipment. As a part of and under the terms of this Agreement, Landlord also agrees to lease certain personal property, furniture and equipment to Tenant, as fully described and set forth on Exhibit B (hereinafter "personal property"). Tenant agrees that the personal property is owned by the City of Joplin and was purchased by Landlord with funds made available through a United States Department of Commerce, Economic Development Administration ("EDA") Financial Assistance Award dated May 22, 2013, and bearing EDA Project No. 05.79.05345. Tenant further agrees that the personal property will be leased to Tenant subject and subordinate to a Security Agreement and UCC-1 financing statement filed with the Missouri Secretary of State's Office, between Landlord and the EDA as the secured party. Tenant shall have no obligation to replace items on Exhibit B once they have serve their useful life.

5. Subordination to First Mortgage and Leasehold Mortgage. As a part of and under the terms of this Agreement, Tenant acknowledges and agrees that any interest it has in this Lease Agreement, is subordinate, junior and inferior to the Agreement and Mortgage Agreement between Landlord City of Joplin and the EDA for the real estate described above, as it relates to the EDA Financial Assistance Award dated May 22, 2013, and bearing EDA Project No. 05.79.05345, recorded with the Jasper County Recorder of Deeds on December 28, 2015 in Book 2382, Page 363. Additionally, As a part of and under the terms of this Agreement, Tenant acknowledges and agrees that any interest it has in this Lease Agreement, is subordinate, junior and inferior to the Agreement and Leasehold Mortgage between Landlord Joplin Redevelopment Corporation, Inc. and the EDA for the real estate described above, as it relates to the EDA Financial Assistance Award dated May 22, 2013, and bearing EDA Project No. 05.79.05345, recorded with the Jasper County Recorder of Deeds on December 28, 2015 in Book 2382, Page 364.

6. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord's consent in writing shall be void and shall be an event of default of this Agreement. Tenant agrees to use the premises for cultural, educational, and recreational related activities, and that any entity that Tenant sublets to, shall offer cultural, educational, or recreational related activities to the general public.

7. Use of Premises by Tenant. Tenant shall use the leased premises solely for the purpose of providing cultural, educational, and recreational related activities. Tenant shall not perform any acts or carry on any practices that may injure the building or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of the business.

8. Fixtures and Alterations. Landlord and Tenant hereby agree that the premises are leased in an "AS IS" condition. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Landlord shall not make alterations, additions or improvements, in the property during the term of the lease without obtaining Tenant's consent. Either party shall present to the other, plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the premises, same shall become the property of Landlord.

9. Liens. If any mechanic's, laborer's, materialmen's or any other lien shall at any time be filed against the leased premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the property leased herein.

10. Maintenance of Leased Premises. Tenant shall be responsible, solely, for all maintenance and repairs on the building and surrounding improvements during the term of this lease and any extension terms. All work shall be ultimately bid in accordance with Landlord's bid procedures that comply with Missouri Law for public entities, unless the work is not required to be bid. All work done shall also be done in compliance with any other state or federal law for construction projects for public entities.

11. Insurance. Tenant shall procure and maintain a Certificate of Insurance for the minimum coverages for the insurance set forth below:

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

b. Commercial General Liability Insurance. including coverage for Premises and Operations. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million and no/100 Dollars ($2,000,000.00) for all claims arising out of a single accident or occurrence and at least One Million and no/100 Dollars ($1,000,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars ($1,000,000.00) for all claims to property arising out of a single occurrence and at least One Hundred Thousand Dollars ($100,000.00) to any one owner with respect to damages to property. Tenant 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 Landlord, its employees, officers and agents, before

payment of any award, damages, costs or attorneys' fees of Tenant, its employees, officers or agents. Tenant agrees to cause its insurer to name Landlord as an additional insured on such insurance policy, including the Landlord as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Casualty Insurance. At all times during the Lease Term, Landlord shall procure and maintain, at Tenant's expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements) and the Building in which the Premises are located (collectively, the "Property Insurance"). Landlord shall be named as loss payee on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Tenant shall pay to Landlord the cost of the Casualty Insurance each year. Tenant shall, at its option, have the right to procure its own Casualty Insurance, in lieu of the City procuring the policy, under the same terms and conditions outlined herein.

d. Renter's Insurance. Tenant shall, at its own cost, procure Renter's Insurance in an amount no less than $1,850,000.00, to cover all personal property located on the premises, and specifically, the personal property specified in Section 4. Landlord shall be listed as the loss payee for the personal property specified in Section 4, and Tenant shall be the loss payee for its remaining personal property located on the Premises. Any claim involving damage or loss to Landlord's personal property specified in Section 4 shall be paid first in priority before any of Tenant's personal property claims.

e. Policy Requirements. All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the State of Missouri. A certificate of insurance evidencing the insurance required to be maintained by Tenant under this Lease Agreement shall be delivered to Landlord upon execution of this Lease Agreement.

f. Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Section 11, Landlord may obtain such insurance on behalf of Tenant and Tenant shall be liable to Landlord for the costs incurred by Landlord in connection therewith.

12. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant.

13. Utilities and Real Estate Taxes. Tenant shall be responsible, solely, for all utility costs related to the building and any real estate taxes.

14. Telecommunications. Tenant shall be responsible, solely, for its phone, internet and cable service and expense.

15. Damage or Destruction of Leased Premises. This Lease shall automatically terminate if the premises are totally destroyed. For partial destruction of the premises, the parties agree as follows. If the premises are damaged by any casualty and, in Landlord's reasonable opinion, the premises (exclusive of any alterations made to the premises by Tenant) can be restored to its preexisting condition within three hundred sixty-five (365) days after the date of the damage or destruction, Landlord shall, upon written notice from Tenant to Landlord of such damage, promptly and with due diligence repair the damage to the premises. If, in Landlord's reasonable opinion, the premises can be restored within three hundred sixty-five (365) days after the casualty, but the restoration is not substantially completed within three hundred sixty-five (365) days from the date of casualty, (plus reasonable extensions attributable to construction or force majeure delays), Tenant may terminate this Lease by giving written notice to Landlord no later than thirty (30) days after said deadline, but prior to the substantial completion of the repairs. Landlord's restoration and repair obligation shall be limited to the amount of insurance proceeds received by Landlord from the Property Insurance policy required to be maintained under Section 11. If such repairs cannot, in Landlord's reasonable opinion, be made within three hundred sixty-five (365) day period, then Tenant may, at its option, exercisable by written notice given to Landlord within thirty (30) days after the date of the damage or destruction, elect to terminate this Lease as of the date of the damage or destruction. In the event neither party elects to terminate this Lease as provided herein, Landlord shall, at Landlord's expense, repair and restore the Building as provided in accordance with the above requirements, and, in such event, this Lease shall remain in full force and effect.

16. Annual Payment. The City has historically made an annual payment to the Library based on the elimination of personal property tax in 1983. The parties agree that the City will make an annual payment to the Library pursuant to the following schedule, and at the end of the schedule in the budget year 2027-2028, the City will make no further payments and any obligation for the City to make any annual payment, based on the elimination of the personal property tax in 1983, is fully terminated and forever discharged.

a.	2017-2018:	$250,000.00
b.	2018-2019:	$225,000.00
c.	2019-2020:	$200,000.00
d.	2020-2021:	$175,000.00
e.	2021-2022:	$150,000.00
f.	2022-2023:	$125,000.00
g.	2023-2024:	$100,000.00
h.	2024-2025:	$75,000.00
i.	2025-2026:	$50,000.00
j.	2026-2027:	$25,000.00
k.	2027-2028:	$0.00

17. City Services. The Library currently utilizes certain City services for accounting, payroll, human resources and other related services. The Library will pay the City for the actual

cost for its continued use of those services in accordance with past billing and payment practices. The Library will only be required to pay for services that it uses.

18. Option to Purchase. At any time after May 22, 2033, and once the City is free of all of its obligations under the EDA Financial Assistance Award dated May 22, 2013, Tenant has the right and option to purchase the real property described in Section 1 of this Lease Agreement, and the personal property described above in Section 4, for the purchase price of One Dollar $1.00.

19. Default of the Tenant. In the event of any failure by Tenant to pay any rental or fee due hereunder within twenty (20) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach.

20. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease.

21. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
City Manager
602 S. Main
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Public Library Board of Trustees
President
1901 East 20th Street
Joplin, Missouri 64804.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the

EXHIBIT "1"

commencement date for calculating any time periods associated with the giving of notice hereunder.

22. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

23. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

24. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

25. Choice of Law, Venue and Jurisdiction. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Entire Agreement. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an Agreement in writing signed by both parties.

27. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

28. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

29. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

30. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

31. Termination. Tenant may terminate this Lease Agreement at any time by giving three hundred sixty-five (365) days written notice to Landlord. City may terminate this Lease Agreement in accordance with Section 19.

32. Connor Hotel Artifacts. The following Connor Hotel artifacts are on site and display at the Library at 3rd and Main: the stone reliefs on outside of building on the west side of the building, the stone caryatids outside of storytime room, the murals on the small meeting room walls and the Conner case with some artifacts and some reproductions of pictures. These artifacts were incorporated into the building to preserve historical significance of the Connor Hotel. If any future use of the Library by the City or another entity seeks to remove any or all of the artifacts, the Library Board shall have the right to remove them at its own cost and use, preserve, display, the artifacts as they deem fit.

33. Wyland Mural. Tenant may remove the Wyland tile mural from the old library building at its own expense. Any damage done to the wall during removal shall be repaired to a condition consistent with the wall surrounding the mural.

34. Federal Compliance: Landlord and Tenant agree that the Premises was acquired and/or improved with EDA Investment Assistance and therefore must be used in a manner that is consistent with the authorized purpose of the Financial Assistance Award dated May 22, 2013, and bearing EDA Project No. 05.79.06345, and EDA policies including, but not limited to, adequate consideration, nondiscrimination and environmental compliance.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm, City Manager

JOPLIN REDEVELOPMENT CORPORATION, INC.

_____
By: Fred Osborn, President

ATTEST:

_____
Barbara Hogelin, City Clerk

EXHIBIT "1"

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

"LANDLORD"

JOPLIN LIBRARY BOARD OF TRUSTEES

_____

By: Bill Pate, President

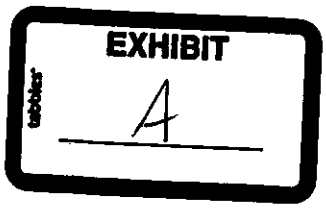
ATTEST:

_____

Secretary

"TENANT"

EXHIBIT "1"



GENERAL WARRANTY DEED

THIS DEED, made and entered into this _____ day of _____, 2017, by and between **Joplin Public Library Board of Trustees**, party of the First Part, hereinafter, "Grantor", and **City of Joplin, Missouri, a Missouri Municipal Corporation,** party of the Second Part, hereinafter "Grantee". Mailing address of said first named grantee: 300 S. Main St., Joplin, Missouri 64801.

WITNESSETH, that the said party of the First Part, for and in consideration of Ten Dollars and other good and valuable consideration, paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said party of the Second part, and to the heirs, successors and assigns of such party, the following described real estate, situated in the County of Jasper, State of Missouri, to-wit:

> **"All of Lots Numbered 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, all in the Original Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri."**

Also Known As: 300 S. Main St., Joplin, Missouri 64801

SUBJECT TO: easements, restrictions, reservations and other agreements and matters of record, if any.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the party of the second part and unto the heirs, successors and assigns forever, the party of the First Part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that it has good right to convey the same, that the premises are free and clear from any mortgage and encumbrance done or suffered by it or those under whom it claims except as set forth herein; that party of the first part will warrant and defend the title of the premises unto the party of the second part and unto the heirs, successors and assigns forever, against the lawful claims and demands of all persons, except as set forth herein.

IN WITNESS WHEREOF, the said party of the First Part has or have hereunto set its hand the day and year first above written.

Joplin Public Board of Trustees

_____

By: Bill Pate, President

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2017, before me personally appeared Bill Pate, personally known to me, who being by me duly sworn did say that he is the President of Joplin Public Library Board of Trustees, a Missouri Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Trustees and said Bill Pate acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:

Manufacturer	Description	Vendor Purchased	Quantity	Date Received	Location	Amount
Bibliomodal	Shelving	MBI	Varies		see attached	$ 222,252.79
Bibliomodal	Lightblocks	MBI	4		SHCC-1	$ 19,591.12
Bibliomodal	Puppet Theatre	MBI	1		SHCC-2	$ 6,421.66
Bibliomodal	Play pegboard	MBI	2		SHCC-3	$ 13,287.78
Bibliomodal	Storage Closet	MBI	1		SHCC-4	$ 5,532.77
3branch	tables	William Webb	77		see attached	$ 116,930.02
BCI	Book trolley	William Webb	16		AC-4	$ 18,438.00
Bernhardt	TechTable	Grooms	1		TA-8	$ 6,110.40
Carolina	Recliner	ColorArt	1		LS-19	$ 1,535.83
Coalesse	Lounge Seating	ColorArt	10		LS1a-1b	$ 13,490.63
Coalesse	Lounge Seating	ColorArt	1		LS-6	$ 1,748.21
Coalesse	Lounge Seating	ColorArt	6		LS10a-10b	$ 33,042.10
Davis	Chair	Grooms	16		CH-4	$ 19,251.16
Davis	Lounge Seating	Grooms	6		LS-4	$ 6,631.12
Davis	Stool	Grooms	4		ST-1	$ 4,317.56
Davis	Table	Grooms	9		TA-6	$ 6,754.92
Decca Elan	Chairs	Grooms	31		LS-8a-8d	$ 54,230.61
Falcon	Café Chair	ColorArt	27		CH-5	$ 4,928.58
Tennsco	Microfiche Cabinet	ColorArt	1		AC-3	$ 6,564.36
Gressco	Sensory Panels	Grooms	9		SP1-7	$ 1,961.93
Haworth	Lounge Seat	Norman Co.	4		LS-14	$ 10,984.96
HBF	Laptop Table	Grooms	12		OT-4	$ 12,971.12
Herman Miller	Stacking Chairs	Grooms	327		CH2a-2d	$ 77,196.00
Herman Miller	Task Chairs	Grooms	28		CH3a-3b	$ 18,677.04
Herman Miller	Bar Stool	Grooms	6		ST2a-2b	$ 2,353.26
Herman Miller	Work Stool	Grooms	3		ST-3	$ 2,630.36
Herman Miller	Table	Grooms	2		TA-4	$ 1,788.42
Herman Miller	Nesting Tables	Grooms	50		TA5a-5b	$ 28,672.36
Herman Miller	Chair Cart	Grooms	8		AC-1	$ 2,074.20
Herman Miller	Chair	Grooms	48		CH-1	$ 11,412.84
Hightower	Lounge Chair	Grooms	6		LS-5	$ 10,954.52
Hightower	Lounge Chair	Grooms	4		LS-17	$ 7,268.32



IOA	Rocking Chair	ColorArt	1	LS-7	$ 2,102.48
Keilhauer	Seat/Ottoman	ColorArt	25	LS2a-2c	$ 6,436.00
Keilhauer	Seat/Ottoman	ColorArt	2	LS2-d	$ 2,445.08
Keilhauer	Lounge Seat	ColorArt	12	LS-15	$ 15,945.84
Keilhauer	Lounge Seat	ColorArt	5	LS16a-16b	$ 8,475.67
Knoll	Chair	William Webb	6	CH-7	$ 10,986.66
Krug	Lounge Seating	Grooms	7	LS9a-9d	$ 7,540.12
Krug	Lounge Seating	Grooms	3	LS-11	$ 3,494.69
Krug	Lounge Seating	Grooms	12	LS13a-13b	$ 21,679.40
Landscape Forms	Outdoor Chair	ColorArt	32	LCH-1	$ 8,928.08
Landscape Forms	Outdoor Table	ColorArt	9	LTA1a-1b	$ 6,943.80
Lowenstein	Lounge Seat	Grooms	4	LS-12	$ 4,089.12
LogiFlex	Lounge/Ottoman	ColorArt	2	LS-18a	$ 2,057.82
LogiFlex	Lounge/Ottoman	ColorArt	2	LS-18b	$ 2,128.12
Nienkamper	TechTable	MBI	2	TA-9	$ 13,634.11
Allsteel	Computer Benching	MBI	4	CB1a,1b,CB-2	$ 20,486.86
Allsteel	Private Office	MBI	10	PO1-PO9	$ 80,378.22
Allsteel	Print Station	MBI	2	PS1 - PS2	$ 22,746.46
Allsteel	Work Space	MBI	8	WS1-WS8	$ 29,688.20
ESI	Monitor Arms	Grooms	9	AC-6	$ 1,541.63
NuCraft	Lectern	ColorArt	1	AC-7	$ 4,512.69

Manufacturer	Equipment	Part #	Serial #	Date Received
Apple	iMac	MK462LL/A	C02SX6NAGG7J	
Apple	iMac	MK462LL/A	C02SX44AGG7J	
Apple	iMac AppleCare		SDF9JT525DG56	
Apple	iMac AppleCare		SDF9JT518DG56	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RRCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TMCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TQCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	TTRKCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RJCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77THCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SNCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77QSCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TJCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TNCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77QRCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TKCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77VJCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RNCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77VLCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SQCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RQCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RPCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TPCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SKCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TRCH2	
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77TLCH2	

Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77QQCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SHCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77VKCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77VHCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SLCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RHCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SJCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SPCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77QPCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RMCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77RLCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SRCH2
Dell	OptiPlex 7040 Mini Tower XCTO	210-AFGI/NKFD4	77SMCH2
Dell	Mobile Precision Workstation 3510	210-AGMF	11KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	32KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	5YGVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	78KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	95KVWF2
Apple	MacBook Pro	MF938LL/A	SC02SRB0LFVH3
Apple	MacBook Pro	MF938LL/A	SC02SRDMSFVH3
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79MNCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79MPCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79MQCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79MRCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79MSCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NHCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NJCH2
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NKCH2

Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NLCH2	
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NMCH2	
Dell	OptiPlex 3030 AIO CTO	210-ACEZ/T4F84	79NNCH2	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT58YSHG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT4JDGHG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT55DWHG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT5B2VHG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT56ZLHG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT55J6HG5F	
Apple	iPad Air 32Gb Tablet	MNV62LL/A	SDMPT5KG1HG5F	
Dell	PowerEdge R330 Server - AD/File Server	210-AFEV	7LPNCH2	
Dell	PowerEdge R330 Server	210-AFEV	7LPLCH2	
Dell	PowerEdge R330 Server	210-AFEV	7LPMCH2	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00978	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D01003	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00976	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00967	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00962	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00964	
HP	M402DNE LJ Pro PR 38/40PPM	C5J91A#BGJ	PHB5D00975	
Canon	imagePROGRAF iPF785 36" large format	8966B002BA		
HP	LaserJet Pro M521 (fax, scanner, etc)	M521DN	CNB7JD27PZ	
HP	LaserJet M553x color 1200x1200 dpi	B5L26A/#BGJ	JPBCJDG122	
HP	LaserJet M553x color 1200x1200 dpi	B5L26A/#BGJ	JPBCJDG1J0	
HP	LaserJet M553x color 1200x1200 dpi	B5L26A/#BGJ	JPBCJDG1HG	
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GLCH2	
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GMCH2	
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GNCH2	

Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GPCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GQCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GRCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79GSCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HHCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HJCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HKCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HLCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HMCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HNCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HPCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HQCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HRCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79HSCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JHCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JJCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JKCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JLCH2
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Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JPCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JQCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JRCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79JSCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KHCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KJCH2

Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KKCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KLCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KMCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KNCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KPCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KQCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KRCH2
Dell	OptiPlex 7440 AIO XCTO (public)	210-AFLX	79KSCH2
Dell	Mobile Precision Workstation 3510	210-AGMF	BBQVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	J8KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	54KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	7X5YWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	4DQVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	B3KVWF2
Dell	Mobile Precision Workstation 3510	210-AGMF	F5KVWF2
Dell	Inspiron 17 5000 Series Laptop	5758	BSNW062
Dell	Inspiron 17 5000 Series Laptop	5758	59VW062
Dell	Inspiron 17 5000 Series Laptop	5758	7GG3162
Dell	Precision 3510 Laptop		4DQVWF2
Dell	Precision 3510 Laptop		11KVWF2
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	1K3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	1L3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	1M3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	1N3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	2K3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	2L3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	3K3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	3L3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	4K3Z592

Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	5K3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	6L3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	6M3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	7L3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	7M3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	7N3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	8M3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	8N3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	9K3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	9M3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	BK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	BN3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	CK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	CL3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	CN3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	DJ3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	DK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	DL3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	DM3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	FK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	FL3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	FM3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	GK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	HK3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	HL3Z592
Dell	23" LCD Widescreen Flat-Panel Monitor	E2316H3	JL3Z592
Sonicwall	NSA 5600		C0EAE4ECD688
Sonicwall	NSA 5600 Hi-Availability		C0EAE4ECD5C2

Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS4717180064	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS46C748000E	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS471798005E	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS471718002C	5/2/2017
Netgear	XSM7224S - 24-Port 10G SFP+ Layer 2 Stackable Managed Switch with four 10G combo ports		2ER56757F002A	5/2/2017
Netgear	XSM7224S - 24-Port 10G SFP+ Layer 2 Stackable Managed Switch with four 10G combo ports		2ER56756F001B	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS4717280057	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS471718001E	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS471728001F	5/2/2017
Netgear	S3300-52X-PoE+ ProSAFE 48-Port Gigabit Stackable Smart Switch with PoE+ and 4 10G uplinks, 6.6.1.4, B1.0.0.10		3TS4717180080	5/2/2017
Irisys	Sensource Thermal Sensor	IRC5706-MB__BHD000306	Q140088	4/??/2017
Ring	Wireless video doorbell	SKU: 88RG402FC100	BHR41652LH017169	5/3/2017
TechLogic	Security Gates			5/?/17
	Brightsign			
	Brightsign			

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: July 3, 2017

ITEM: Council Bill No. 2017-004 approving a Purchase Order between the City of Joplin and Microsoft Corporation for the annual fee of Enterprise software licensing budgeted for Fiscal Year 2017.

ORIGINATING DEPARTMENT: Information Technology Dept.

ATTACHMENTS: Council Bill No. 2017-004; and, Price Quotation

DEPARTMENT HEAD:	Mark A. Morris	**DATE:**
FINANCE:	Leslie Haase	**DATE:**
LEGAL:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This is the annual renewal payment of our Microsoft Enterprise Agreement. This Council Bill authorizes the Purchase Order as it exceeds the $100,000 threshold set by Council.

DISCUSSION:

The licensed base of computers for the City of Joplin is 475 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. This year's payment moves the unit/seat count up from 450 to 475. This agreement also moves all of the Office 365 licenses to full E3 users. Currently 125 of the licenses are E1 which don't allow for email retention and litigation, if necessary.

This is the 1st year of a 3 year agreement with an annual base cost of $157,844.35.

This is a budgeted item for Fiscal Year 2017.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

MAM

COUNCIL BILL NO. 2017-004 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance No. 2016-177 on October 17, 2016; and containing an emergency clause.

WHEREAS, in the FY2016-2017 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Microsoft Corporation for the amount of One Hundred Fifty-Seven Thousand, Eight Hundred Forty-Four Dollars, Thirty-Five Cents ($157,844.35), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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 _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

World Wide Technology, Inc.

Sales Quotation

Quote Number: 4430011.1

Customer: City of Joplin, MO

Quote Date: 06/05/2017

Quote Name: EA renewal

Contract: SOM - PVC - ST
C211034001
Exp. Date: 09/30/2017

Submitted By

Herbert, Brian L
P: (314) 212-1712
Brian.Herbert@wwt.com

Submitted To

Mark Morris
P: 4176240820
MMorris@Joplinmo.org

Line	Mfr Part # / Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	AAA-12428 MICROSOFT CORPORATION	Call	138	$36.17	$4,991.46
	Description: ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr				
2	AAA-12436 MICROSOFT CORPORATION	Call	350	$31.74	$11,109.00
	Description: ECALBrdgO365FSA Alng MonthlySub Platform Per User				
3	76A-00016 MICROSOFT CORPORATION	Call	50	$103.58	$5,179.00
	Description: EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs				
4	269-12442 MICROSOFT CORPORATION	Call	50	$88.08	$4,404.00
	Description: OfficeProPlus ALNG SA MVL Pltfrm				
5	KV3-00353 MICROSOFT CORPORATION	Call	475	$38.87	$18,463.25
	Description: WINENT ALNG SA MVL Pltfrm				
6	AAA-10842 MICROSOFT CORPORATION	Call	488	$202.85	$98,990.80
	Description: Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Government Enterprise 6				
7	AAA-10730 MICROSOFT CORPORATION	Call	50	$24.11	$1,205.50
	Description: O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserECALw/OPP				
8	076-01912 MICROSOFT CORPORATION	Call	1	$108.13	$108.13
	Description: Prjct ALNG SA MVL				
9	H21-00591 MICROSOFT CORPORATION	Call	5	$36.29	$181.45
	Description: PrjctSvrCAL ALNG SA MVL UsrCAL				

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
10	228-04433 MICROSOFT CORPORATION	Call	3	$148.48	$445.44
	Description: SQLSvrStd ALNG SA MVL				
11	7NQ-00292 MICROSOFT CORPORATION	Call	2	$593.54	$1,187.08
	Description: SQLSvrStdCore ALNG SA MVL 2Lic CoreLic				
12	9EP-00208 MICROSOFT CORPORATION	Call	8	$49.70	$397.60
	Description: SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic				
13	9EN-00198 MICROSOFT CORPORATION	Call	8	$18.21	$145.68
	Description: SysCtrStdCore ALNG SA MVL 2Lic CoreLic				
14	D86-01253 MICROSOFT CORPORATION	Call	90	$47.86	$4,307.40
	Description: VisioStd ALNG SA MVL Software Assurance				
15	6VC-01253 MICROSOFT CORPORATION	Call	50	$16.74	$837.00
	Description: WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL				
16	9EA-00278 MICROSOFT CORPORATION	Call	16	$127.45	$2,039.20
	Description: WinSvrDCCore ALNG SA MVL 2Lic CoreLic				
17	9EM-00270 MICROSOFT CORPORATION	Call	144	$18.21	$2,622.24
	Description: WinSvrSTDCore ALNG SA MVL 2Lic CoreLic				
18	6QK-00001 MICROSOFT CORPORATION	Call	1	$1,230.12	$1,230.12
	Description: Microsoft Windows Azure - Subscription License - 1 License - 1 Month AZURE MONETARYMENT SHRD SVR VL				

Totals	
Product Total	$157,844.35
Maintenance Total	$0.00
Customer Total	$157,844.35
Estimated Shipping	$0.00
Estimated Tax	$0.00
Total Price:	**$157,844.35**

This quote is WWT Confidential Information.
Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
Products may only be returned in accordance with the original manufacturer's RMA policy.
Items returned after 30 days of receipt may not be returnable due to vendor restrictions.
All delivery dates are approximate and not guaranteed.
Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.
Title and risk of loss will transfer to Buyer at WWT's shipping point.
Payment terms are net 30, unless otherwise agreed to by both parties in writing.
All products and services are provided to Buyer in accordance with Seller's terms of sale at https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.
Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

BID TABULATION

PROJECT: Wildwood Business Park Sanitary Sewer
DATE OF BID OPENING: June 20, 2017

CONTRACTOR	BID
Asbell Excavating	1,489,973.25
Southard Construction	1,601,564.00
Rosetta Construction	1,681,248.00
D E Plumbing & Heating	1,778,140.00
Bennett Inc	2,183,868.00
Site Rite Construction Co	2,311,765.00
Engineering Estimate	2,100,000.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 3, 2017
Council Bill No. 2017-142

Item: Award of Construction Contract for the Wildwood Ranch Business Park Sewer Infrastructure Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Summary of Bids
3) Council Bill No. 2017-142
3) Exhibit A: Contract

Department Head: David K. Hertzberg
Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a Construction Contract with Asbell Excavating and Trucking in the amount of $1,489,973.25 for the Wildwood Ranch Business Park Sewer Infrastructure project funded through Economic Development Administration (EDA).

Background: With favorable bids on previous projects funded through the Economic Development Administration, funding was made available and approved by EDA to construct sanitary sewer infrastructure in the Wildwood Ranch Business Park, specifically between 20th and 32nd Streets, and between Central City and Malang Roads. City Council approved the engineering contract with HDR, Inc. on August 1, 2016 for Engineering Services. The developer of the Wildwood Ranch Business Park bore the costs for the project's environmental assessment, donated the easements for the project, and cleared certain trees in a timely manner to satisfy a federal requirement.

Discussion: The project was advertised in accordance with the City of Joplin's procurement policies. Bids from 6 contractors were opened on June 20, 2017; Asbell Excavating and Trucking was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. The contract specifies the time constraints for reimbursement from EDA, as well as higher than normal liquidated damages due to the timeframe needed to expend the EDA grant funding before May 22, 2018.

Recommendation: Staff recommends approval of a Construction Contract with Asbell Excavating and Trucking in the amount of $1,489,973.25 for the Wildwood Ranch Business Park Sewer Infrastructure Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

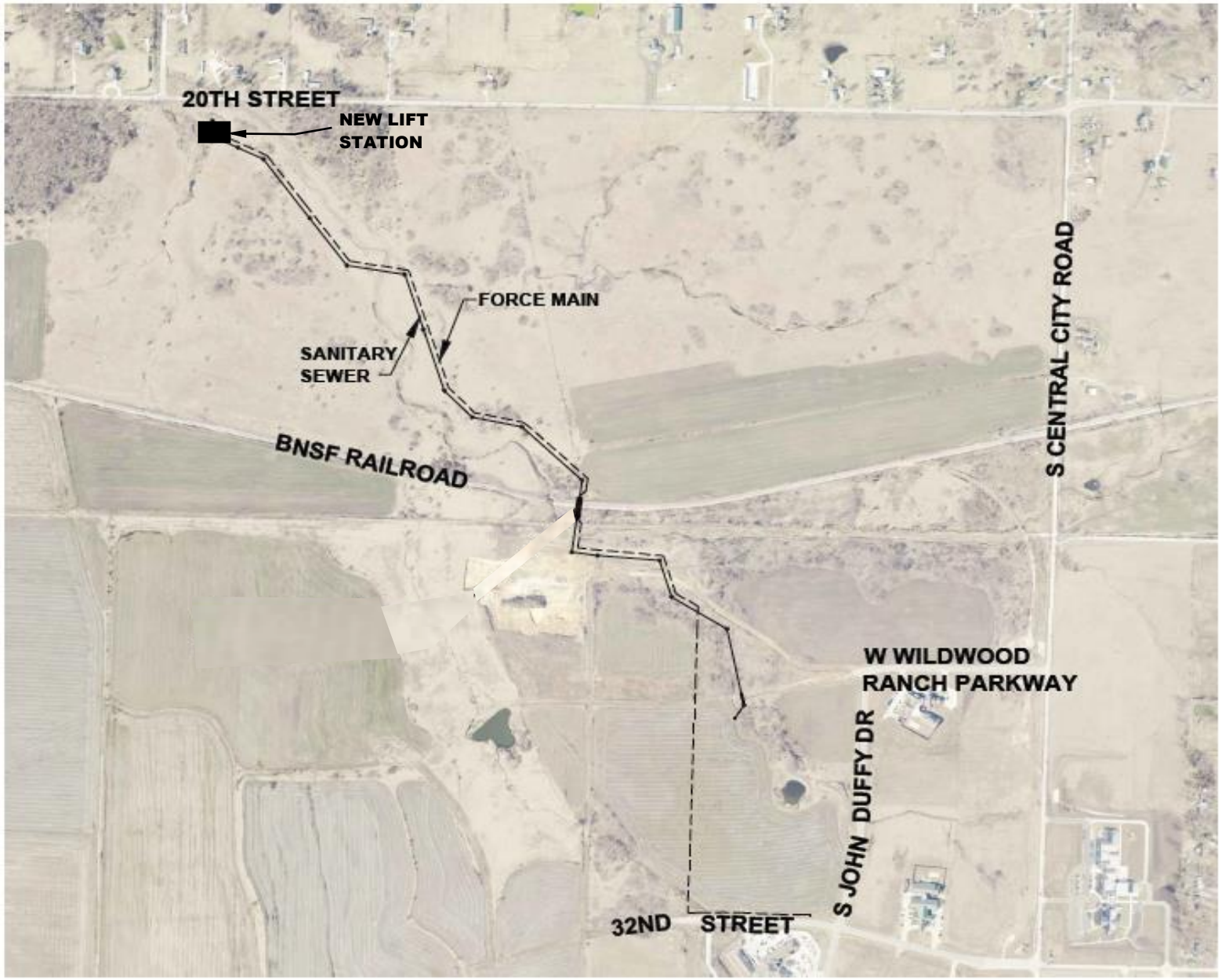


EXHIBIT 1: PROJECT MAP - WILDWOOD BUSINESS PARK SANITARY SEWER PROJECT

SECTION 000520
AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Asbell Excavating and Trucking Address: 9400 Hwy 171 Carl Junction, MO 64834	
Attention: David K. Hertzberg, P.E.		Attention: Jacob Asbell	
Department: Public Works		Phone: 417.649.1269	Fax: 417.649.1900
Phone: 417.624.0820	Fax: 417.625.4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, 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:

WILDWOOD RANCH BUSINESS PARK SEWER INFRASTRUCTURE, EDA NO. 05-79-05345

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 the following dates:

Fully operational 20th & Malang Pump Station, Lift Station 19 and sewer system: March 1, 2018
Complete project with all pay applications and change orders submitted to City: April 1, 2018

A notice to proceed order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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 (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. 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. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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, 2017, 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 $1,489,973.25 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.

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.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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. 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.

9. 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.

10. 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.

11. 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 amount of $2,500.00 per day for each and every calendar day, after April 1, 2018, that the contract remains uncompleted, 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Davis Bacon and Missouri Prevailing Wage Rates
- **n.** EDA Contracting Provisions
- **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 and to comply with the terms and conditions defined therein for a total sum of *One Million Four Hundred Eighty Nine Thousand Nine Hundred Seventy Three and 25/100* (*$1,489,973.25*) dollars, said amount being subject to any approved addenda or change order.

22. 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.

23. 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.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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.

25. 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.

26. 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.

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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.

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.

30. 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.

31. 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.

32. Statement that Project 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 COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. 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 five years after the expiration of this Contract. 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.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. 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, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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 by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation 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, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) 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.

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

f) The 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.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government 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 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 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 City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) 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.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) 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;
d) 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.

37. 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.

38. 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary

statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 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.

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.

47. 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.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 RSMo.

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

50. 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.

51. 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.

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

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

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.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Asbell Excavating and Trucking

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
David K. Hertzberg, P.E., Public Works Director

COUNCIL BILL NO. 2017-142 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Asbell Excavating and Trucking for the Wildwood Ranch Business Park Sewer Infrastructure Project for the not to exceed price of One Million Four Hundred Eighty Nine Thousand Nine Hundred Seventy Three and 25/100 dollars ($1,489,973.25); 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 agreement by and between the City of Joplin and Asbell Excavating and Trucking for the Wildwood Ranch Business Park Sewer Infrastructure Project for the not to exceed price of One Million Four Hundred Eighty Nine Thousand Nine Hundred Seventy Three and 25/100 dollars ($1,489,973.25), a true and accurate copy of said agreement being attached hereto and incorporated 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 exhibits, 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 Economic Development Administration Library and Infrastructure Grant fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017- 142

I hereby certify that a sufficient amount is available in the Economic Development Administration Library and Infrastructure Grant Fund Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: Mr. Chris Parker, P.E.		Attention: Mr. Jeff Barnard, P.E.	
Department: Public Works - Engineering		Phone: 816-728-9058	Fax: 314-682-1600
Phone: 417-624-0820	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER BMC-OC-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number BMC-OC-001 exceed the sum of Thirty Thousand Dollars ($30,000.00).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder of the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to 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, Joplin, MO 64801; and

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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney's fees incurred by or accessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Co, Inc.

By:

Printed Name: Ron Coker, P.E.

Title: Senior Vice President, Water

Date: March 28, 2017

CITY OF JOPLIN, MISSOURI

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

Date: 3/29/17

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EXHIBIT A

Project Name/Description: NPDES Permit Renewal Support
Consultant: Burns & McDonnell Engineering Co., Inc.

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Reference Scope of Services in Attachment No. 1 – Exhibit A.

B. Billing/Payment Processing

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

A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services.

A1.03 *Utility Requirements*
Not included with scope of services.

A1.04 Surveying Services – General
Not included with scope of services.

A1.05 Right of Way Plan Phase – 60 percent plans
Not included with scope of services.

A1.06 Final Design Phase
Not included with scope of services.

A1.07 Bidding Phase
Not included with scope of services.

A1.08 Construction Phase

Not included with scope of services.

A1.09 Post-Construction Phase

Not included with scope of services.

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC-001 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

ENGINEER shall provide the City of Joplin, Missouri (OWNER) with the following scope of services:

1.1. INTERNAL STRATEGIC PLANNING

ENGINEER will provide support and participate in up to two (2) strategy planning meetings with OWNER staff, legal counsel, City Administrator, and elected officials as requested in advance of and during National Pollution Discharge Elimination System (NPDES) negotiations for the Turkey Creek Wastewater Treatment Facility with the Missouri Department of Natural Resources (MDNR). ENGINEER will work collaboratively with OWNER to develop a strategy to reduce the impact of pending and currently imposed metals limits on the Turkey Creek Wastewater Treatment Facility.

1.2. REGULATORY AGENCY MEETINGS

ENGINEER will provide NPDES negotiation support to OWNER and respond to regulatory agency requests for additional information during review of the NPDES permit by MDNR, as requested by OWNER. Activities will include the preparation of technical submittals and briefing documents, participation in up to two (2) negotiation meetings to provide technical support and assistance, and providing clarification as requested by OWNER.

1.3. REVIEW OF AVAILABLE INFORMATION

OWNER will make available the following for ENGINEER review:

- NPDES Permit for the Turkey Creek Wastewater Treatment Facility and up to three (3) permits from facilities in the regions
- NPDES Permit Fact Sheets with Appendices
- WWTP Discharge Monitoring Reports
- Industrial Pretreatment Program documentation, including local limits determination
- Any discharge stream water quality monitoring results (upstream and downstream of WWTP discharge)
- Any whole effluent toxicity (WET) testing results
- Applicable water quality standards and total maximum daily load studies (TMDL's)

ENGINEER will review and provide comment to the OWNER in regard to the applicability of information provided in the above documents as the information may directly pertain to the NPDES negotiations.

2. TERMS

2.1. Schedule: The services of the ENGINEER shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and

completed in the light of the purposes of the authorization, however, given the nature of NPDES permit negotiations a firm timeline for completion is not included herein.

2.2. ENGINEER will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the OWNER. Negotiations may not be complete within the compensation amount; the ENGINEER will apprise the OWNER of the budgetary status on a monthly basis and when the billed amount has reached eighty percent (80%) of the not to exceed amount.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless ENGINEER and ENGINEER's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of OWNER, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that ENGINEER or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to ENGINEER shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of $30,000, as set forth in Work Authorization Number BMC-OC-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

Attachment Number Two
Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$59.00
Technician*	6	$76.00
Assistant*	7	$87.00
	8	$119.00
	9	$139.00
Staff*	10	$152.00
	11	$168.00
Senior	12	$183.00
	13	$203.00
Associate	14	$213.00
	15	$223.00
	16	$227.00
	17	$232.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$450.00/each
Flow Monitoring (minimum 5 meters)	$65.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 3, 2017
Council Bill No. 2017-143

Item: Amendment No. 1 to Work Authorization with Burns & McDonnell Engineering Co, Inc., for Professional Engineering Consulting Services for NPDES Permit Renewal Support.

Originating Department: Public Works – Engineering

Attachments: 1) Amendment No. 1
2) Original Work Authorization No. BMC-OC-001
2) Council Bill No. 2017-143

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

Recommended Action: Approval of Amendment No. 1 to Work Authorization No. BMC-OC-001 with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of $9,980.00 for Professional Engineering Consulting Services for National Pollutant Discharge Elimination System (NPDES) Permit Renewal Support.

Background: The Operating Permit for the Turkey Creek Wastewater Treatment Plant (WWTP), issued by the Missouri Department of Natural Resources (MDNR), is due for renewal. The focus of concern for the City and for MDNR is the allowable concentration limits of certain metals after the treated wastewater is discharged from the plant. Using nation-wide criteria established by the EPA, MDNR has proposed particularly strict limits in the forthcoming Operating Permit. In response, City staff is negotiating a change of concentration limits for both zinc and cadmium, due to the mining legacy in southwest Jasper County.

On April 26th of this current year, supported by a legal and technical team, City staff met with MDNR representatives in Jefferson City to discuss the metals limits. At that meeting, MDNR agreed to delay the issuance of the new Operating Permit for the Turkey Creek WWTP, pending results from an EPA-sanctioned Water Effect Ratio (WER) study. Ultimately, this study can

lead to the development of site-specific adjustment factors used to calculate tolerable concentration limits of zinc and cadmium in the treatment plant's discharge (effluent) into Turkey Creek. The adjustment factors will reflect the ambient background of the community.

Discussion: On March 20, 2017, Council approved the original Work Authorization with Burns and McDonnell for NPDES permit renewal support. This Amendment No. 1 to the Work Authorization with Burns and McDonnell represents the first stage of the WER study. Prior to moving forward with a comprehensive WER study for both metals, the Burns and McDonnell team has recommended an initial, low-cost test to confirm the approach. The results of the tests will guide the development of subsequent work toward establishing appropriate metals limits. MDNR must approve the technical approach to be followed and be satisfied with the Quality Assurance Project Plan (QAPP). City staff envisions a future Work Authorization for Burns and McDonnell to develop and implement these plans. The original Work Authorization's fee was used supporting the City of Joplin's April 26th meeting with MDNR.

Recommendation: City staff recommends that approval of Amendment No. 1 to Work Authorization BMC-OC-001 with Burns & McDonnell Engineering Co, Inc. for the not to exceed amount of $9,980.00 for Professional Engineering Consulting Services for NPDES Permit Renewal Support be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway Kansas City, MO 64114	
Attention: Mr. Chris Parker, PE		Attention: Mr. Jeff Barnard, PE	
Department: Public Works - Engineering		Phone: 816 728 9058	Fax: 314 682 1600
Phone: 417 624 0820	Fax: 417 625 4738		

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER _BMC-OC-001____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number BMC-OC-001 exceed the sum of Nine Thousand Eight Hundred Eighty Dollars ($ 9,880.00).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to 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, Joplin, MO 64801; and

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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

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

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Company, Inc.

By: _____

Printed Name: Mr. Darin Brickman, PE

Title: Vice President, Water

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A

Project Name/Description: NPDES Permit Renewal Support
Consultant: Burns & McDonnell Engineering Co., Inc.

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Reference Scope of Services in Attachment No. 1 – Exhibit A.

B. Billing/Payment Processing

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

A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services.

A1.03 *Utility Requirements*
Not included with scope of services.

A1.04 Surveying Services – General
Not included with scope of services.

A1.05 Right of Way Plan Phase – 60 percent plans
Not included with scope of services.

A1.06 Final Design Phase
Not included with scope of services.

A1.07 Bidding Phase
Not included with scope of services.

A1.08 Construction Phase

Not included with scope of services.

A1.09 Post-Construction Phase
Not included with scope of services.

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC-001 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

ENGINEER shall provide the City of Joplin, Missouri (OWNER) with the following scope of services:

1.1. INITIAL SCREENING FOR WATER EFFECTS RATIO (WER) AT TURKEY CREEK WASTEWATER TREATMENT FACILITY

Initial toxicity screening will be done on undiluted effluent samples (no dilution with upstream receiving water). The objective of the initial screening is to assess the potential outcome of a comprehensive WER study and to inform the preparation of a work plan and QAPP. Side-by-side acute toxicity tests will be conducted with Ceriodaphnia dubia (C. dubia), exposed to cadmium and zinc in two different test waters: effluent and laboratory water (dilute mineral water). Each test will consist of five test concentrations that will provide a concentration-response sufficient to calculate an LC50 value.

2. TERMS

2.1. Schedule: The services of the ENGINEER shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, within seventy-five (75) days of execution.

2.2. ENGINEER will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the OWNER.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless ENGINEER and ENGINEER's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of OWNER, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that ENGINEER or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to ENGINEER shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: “Schedule of Hourly Rates and Expenses”; with a total compensation not to exceed amount of $39,880, as set forth in Work Authorization Number BMC-OC-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

COUNCIL BILL NO. 2017-143 ORDINANCE NO

AN ORDINANCE approving an amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Nine Thousand Nine Hundred Eighty and no/100 Dollars ($9,980.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, and containing an emergency clause.

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

Section 1. That the Amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Nine Thousand Nine Hundred Eighty and no/100 Dollars ($9,980.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and 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 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 out of the Wastewater Treatment Fund (4541-540-5010) within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-143

I hereby certify that a sufficient amount is available in the Wastewater Treat Fund Account Number 4541-540-5010 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 3, 2017

Item: COUNCIL BILL NO. 2017-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-267
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 06/12/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 6 In Favor, 1 Absent

SUMMARY/REQUEST:
Case 019-17: Northeast Corner of 22nd Street and Maryland Avenue – A request to review the final plat for 'Maryland Crossing' – Allphin Investments.

STAFF SUMMARY: This final plat approval is located at the northeast corner of 22nd and Maryland. It consists of three single-family lots and one dedicated street right-of-way. When this parcel was rezoned, the Joplin City Council requested that the lots along 22nd Street remain single-family to serve as a buffer zone between the new two-family units and the existing single-family neighborhood. The developer made these requested changes and is now submitting a plat to dedicate future Maryland Avenue, which will connect 20th Street to 22nd. Additionally, it creates three new single-family lots.

Staff recommends approval of Case 014-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Lori Neece, Stewart and Neece Land Surveying, 1201 E. 15th Street, Joplin, MO. This is the final plat for this same property.

Mr. Duncan stated he did have a question. When this came before the board before there was a lot of discussion about the drainage. Has that been resolved? Ms. Cunningham stated that they had a meeting last week with staff and the drainage for the development is going to be in one of the lot and there will be one less duplex. These houses are included in that drainage with the duplexes

PUBLIC COMMENT:
None.

CB 2017-267

Case 019-17: Northeast Corner of 22nd Street and Maryland Avenue – A request to review the final plat for 'Maryland Crossing' – Allphin Investments.

Lori Neece, Stewart and Neece Land Surveying, 1201 E. 15th Street, Joplin, MO. This is the final plat for this same property.

Mr. Duncan stated he did have a question. When this came before the board before there was a lot of discussion about the drainage. Has that been resolved? Ms. Cunningham stated that they had a meeting last week with staff and the drainage for the development is going to be in one of the lot and there will be one less duplex. These houses are included in that drainage with the duplexes.

Mr. Smith asked if there was anyone present to speak in favor of this proposal? There were not. Is there anyone here like to speak against this proposal? There were not.

MR. DERMOTT MOVED, SECONDED BY MR. CORTEZ, THAT CASE 019-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. DERMOTT, MR. RAMSOUR, AND MS. BRUECKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NEY'S, 1 ABSENT).

Z&P Meeting: June 12, 2017
City Council Meeting: July 3, 2017

STAFF PLANNING REPORT
Final Plat

CASE 019-17 Final Plat review

NAME OF SUBDIVISION Maryland Crossing

LOCATION Northeast Corner of 22nd Street and Maryland Avenue

APPLICANT Allphin Investments

PRESENT ZONING R-1 (Single-Family Residential)

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	R-2	R-1	R-1	R-1 and R-2
Land Use	Undeveloped, Duplexes	Single-Family Residential	Single-Family Residential	Single-Family Residential

SUBDIVISION

Number of lots
3

TRANSPORTATION

Streets with access	Classification	Right-of-way width
22nd Street	Secondary	50’
Maryland Avenue	Secondary	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No. Maryland Avenue is being constructed by the developer to connect from 22nd to 21st Street, which will alleviate traffic in the area.

UTILITIES Utilities are being installed by the developer.

FLOOD PLAIN N/A

STAFF ANALYSIS

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

Yes. This subdivision plat has been reviewed by city staff and meets minimum lot size requirements and right-of-way requirements.

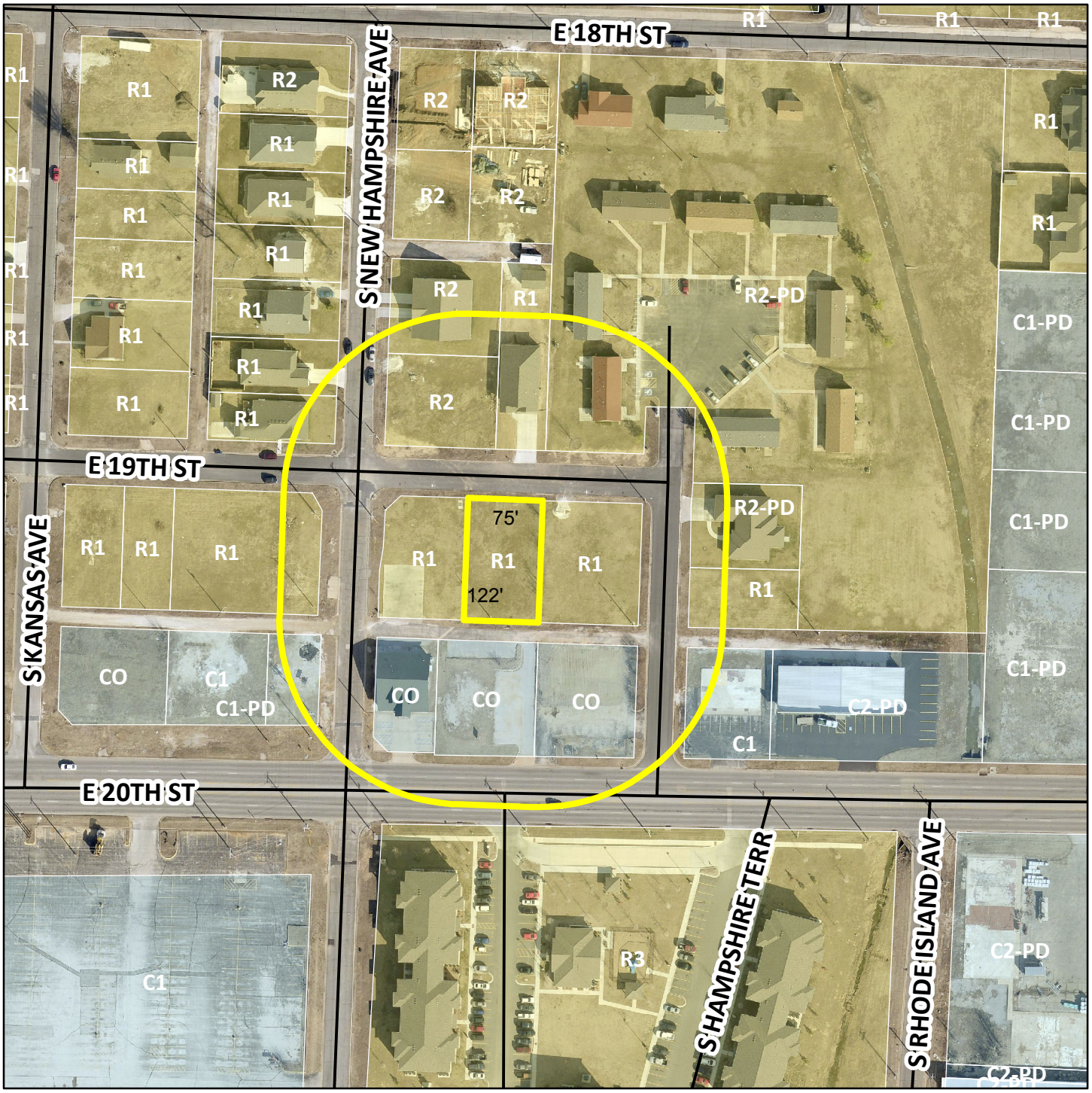
DISCUSSION

This preliminary plat approval is located at the northeast corner of 22nd and Maryland. It consists of three single-family lots and one dedicated street right-of-way. When this parcel was rezoned, the Joplin City Council requested that the lots along 22nd Street remain single-family to serve as a buffer zone between the new two-family units and the existing single-family neighborhood. The developer made these requested changes and is now submitting a plat to dedicate future Maryland Avenue, which will connect 20th Street to 22nd. Additionally, it creates three new single-family lots. Because the subdivision has less than twelve lots, the preliminary and final plats can be approved at the same meeting. The final plat will go to the Joplin City Council for approval.

Staff recommends approval of Case 019-17.

ENCLOSURES

Final Plat



Case 020-17: 1516 East 19th Street – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for the construction of a duplex – Ledford Construction and Development.

N

Allgood

SCALE: One inch equals 50 feet.

0 25 50 75 100

Final Plat of
Maryland Crossing Subdivision

Being a part if Miscellaneous Tract Numbered Thirteen (13), in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri

DEDICATION:

Know all men by these presents that Brad Allphin Investments L.L.C., owners of Maryland Crossing Subdivision, in the City of Joplin, Jasper County, Missouri, do hereby publish, declare, and acknowledge the annexed plat thereof with the lots, streets, and easements as shown hereon, and do hereby dedicate all streets and easements as shown to the public forever.

In Witness whereof, we have hereunto set our hands and seal this __ day of _____, 20__.

_____
NAME:

STATE OF MISSOURI)
ss
COUNTY OF _____)

On this __ day of _____, 20__, before me a Notary Public, in and for said County and State, personally appeared _____, to me known, and who executed the foregoing instrument, and acknowledged that they executed the same as their own act and deed.

In witness where of I have set my hand and affixed my official seal in _____, said County and State, the day and year first above written.

_____
NOTARY PUBLIC My commission expires:

STATE OF MISSOURI)
ss
COUNTY OF _____)

I, _____, City Clerk of Joplin, said County and State, do hereby certify that the attached Plat of _____ Subdivision in _____, was filed with said city for approval on the __ day of _____, 20__, and that the same was approved by the Mayor and Councilmen of the City of _____ by ordinance #_____, duly passed and approved by the Mayor on the __ day of _____, 20__.

_____ _____ _____
CITY CLERK MAYOR CITY ENGINEER

Approval of the Zoning and Planning Commision on this __ day of _____, 20__.

_____
CHAIRMAN OF ZONING AND PLANNING COMMISSION

STATE OF MISSOURI)
ss
COUNTY OF _____)

In the office of the Recorder of Deeds, I, _____, recorded of said County and State, do hereby certify that the within instument of writting and plat was with certificate thereon at __O'Clock and __ Minutes _.M. on the __ day of _____, 20__, duly filed for record in this office in Book _____ at Page _____.

In witness whereof, I have hereunto set my hand and seal this __ day of _____, 20__.

_____
RECORDER OF DEEDS

COUNTY COMMISSIONER'S CERTIFICATE:

Approved by the Jasper County Commisioner this __ day of _____, 20__.

_____
COUNTY COMMISIONER

LEGAL DESCRIPTION:
A part of Miscellaneous Tract Numbered Thirteen (13), in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼ of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 13, Thence South 01 Degrees, 44 Minutes, 52 Seconds East along the West line of said Quarter, Quarter 412.50 feet, Thence South 89 Degrees, 50 Minutes, 57 Seconds East 370.50 feet to the Point of Beginning, Thence continuing South 89 Degrees, 50 Minutes, 57 Seconds East 50.07 feet, Thence South 03 Degrees, 52 Minutes, 06 Seconds West 304.34 feet, Thence South 01 Degrees, 40 Minutes, 52 Seconds West 109.36 feet, Thence South 89 Degrees, 50 Minutes, 57 Seconds East 159.36 feet to the West line of Beale Subdivision, Thence along the West line of Beale Subdivision South 01 Degrees, 42 Minutes, 16 Seconds West 181.15 feet to the North line of 22nd Street, Thence along the North line of 22nd Street North 85 Degrees, 58 Minutes, 03 Seconds West 209.40 feet, Thence North 01 Degrees, 40 Minutes, 52 Seconds East 277.67 feet, Thence North 03 Degrees, 52 Minutes, 06 Seconds East 303.00 feet to the Point of Beginning, Being subject to all easements, right-of-ways, and reservations of record. Containing 1.31 Acres {57099.71 sq ft}more or less.

BASIS OF BEARINGS:
The West line of the Northeast Quarter (NE 1/4) of the Northwest Quarter NW 1/4) of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri taken as South 01 Degrees, 44 Minutes, 52 Seconds West, Beaings are based upon Grid North, as per Missouri West NAD83 per MoDot GPS Network.

Owner & Developer
Brad Allphin Investments L.L.C.
12607 Raccon Road
Granby Mo. 64844

SETBACKS:
Front Setback 25.00 feet
Rear Setback 25.00 feet
Side Setback 6.00 feet
Side Setback Adjacent to Street 15.00 feet.

AREAS:
Total Area of Subdivision 1.31 acres more or less
Lot #1 {7858.71 square feet 0.18 Acres + -}
Lot #2 {9679.37 square feet 0.22 Acres +-}
Lot #3 {10353.88 square feet 0.24 Acres + -}

GENERAL NOTES:
1. Centerline of Street is taken as and the same as adjacent Lot lines.

2. Approval of this Plat does not obligate the City of Joplin, or the County of Jasper, to any of the construction or maintenance cost for the Streets or Utilities or any other expenses connected with the development of this Subdivision.

3. The owner does hereby waive any claim for damages occurred by the construction of or the establishment of grades or alterations of surface of any portion of the Streets, to conform with the grades established.

4. The owner shall be responsible for all taxes associated with all Streets until the Streets are accepted by the City of Joplin, or the County, of Jasper.

5. Utility Easements are shown or lay within the Right-of-way of Streets.

6. All Streets within this Subdivision are curb and guttered.

7. All Lots are served by a Sanitary Sewer and a Public Water Source.

8. The described property hereon does not appear to fall in a FEMA designated Flood Zone as shown on FEMA Flood Insurance Map Community Panel #29097C0278E Dated 11-02-2012

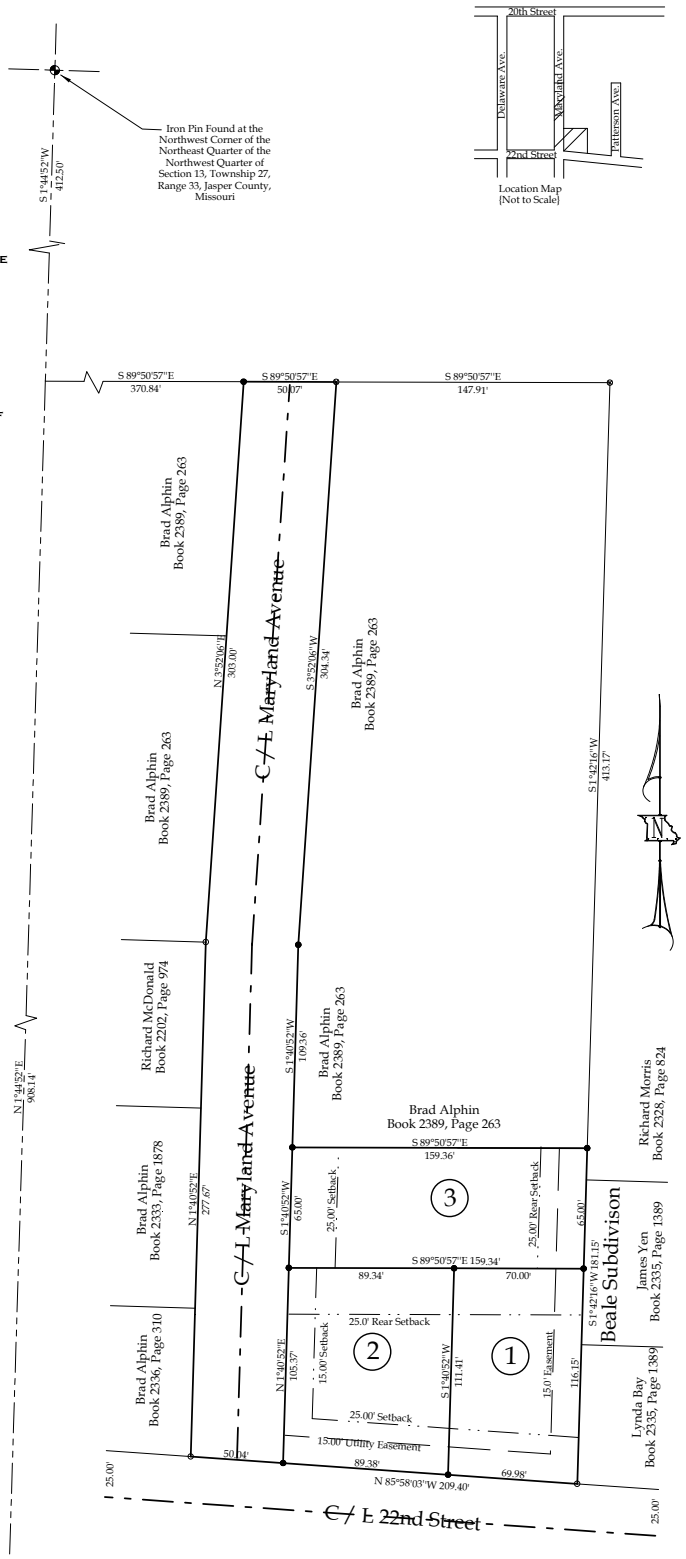
9. The Zoning for the described property is R-1 {Single Family}

LEGEND	
⊕	1/2" Iron Pin Found at the Quarter Quarter Corner
●	1/2" Iron Pin Set
○	1/2" Iron Pin Found
⊗	Cross Found

SURVEYOR'S CERTIFICATE

I, Rodney C. Neece, a Registered Land Surveyor of Joplin, Jasper County, Missouri, do hereby certify that the field notes and the attached plat are a true and accurate description of the work performed and measurements taken; Survey was made in accordance with the Missouri Minimum Standards for Property Boundary Surveys of the Missouri Department of Agriculture, Division of Weights & Measures and Land Survey, and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a "survey affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal in blue ink.

Rodney C. Neece, Mo.L.S. #2691

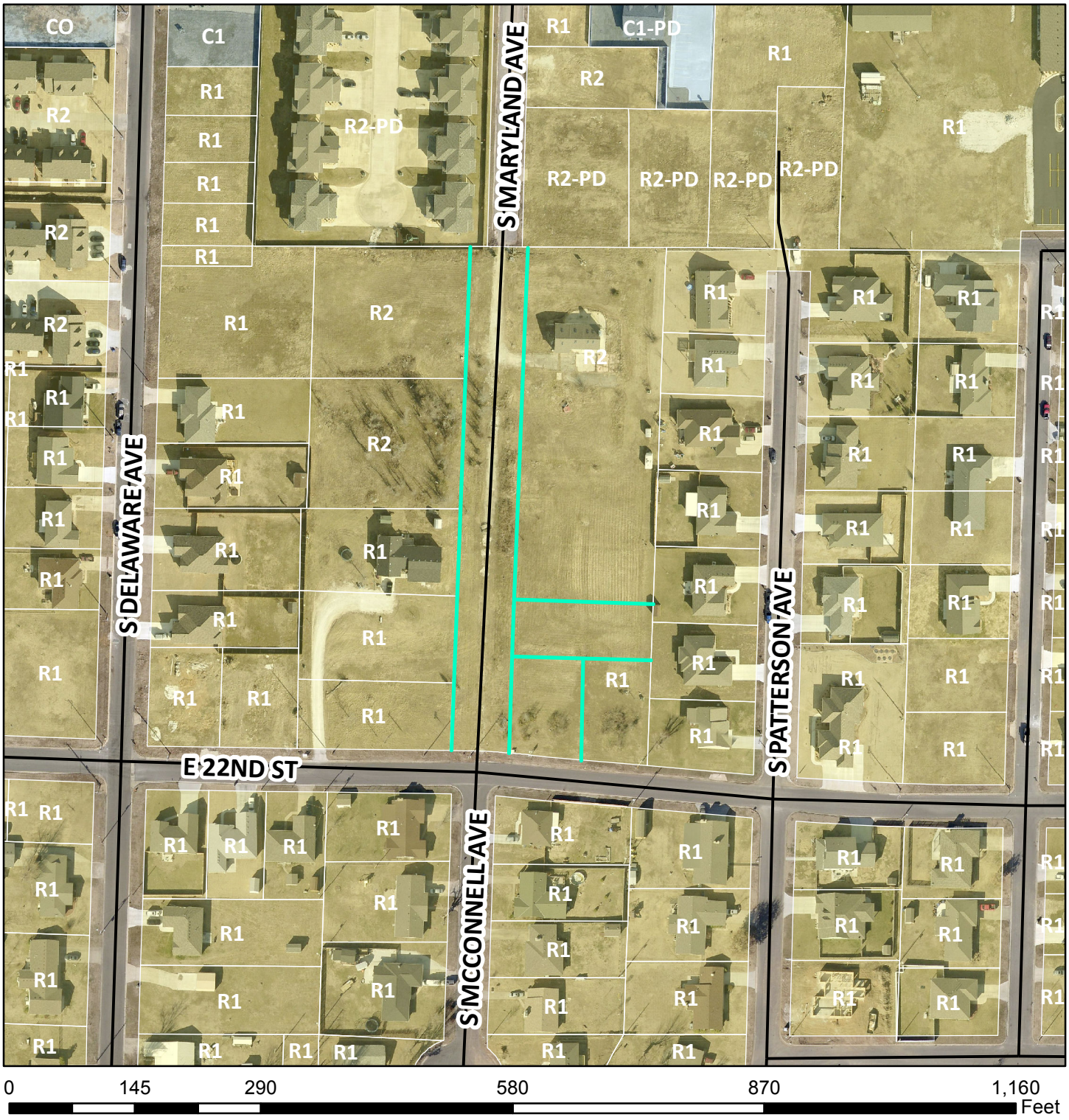


Final Plat of:

Maryland Crossing

Section - 13	Township - 27	Range - 33
Scale: 1 = 50'.00"	Date: 5-22-17	

STEWART & NEECE LAND SURVEYING COMPANY INC.
1201 East 15th Street, Joplin, Missouri 64804
Phone: 417-624-0311 Fax: 417-624-0365
Serving Southwest Missouri since the year 1922
Land Surveys, Lot Surveys, Subdivisions, Mine Data, Blueprints
Cert of Authority LSC-2004000198



Case 019-17: Northeast Corner of 22nd Street and Maryland Avenue – A request to review the final plat for 'Maryland Crossing' – Allphin Investments.

N

P & Z Case 019-17
Allphin Investments
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-267 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of the Maryland Crossing 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 the grades in the Plat of MARYLAND CROSSING located Northeast Corner of 22nd Street and Maryland Avenue in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows: A part of Miscellaneous Tract Numbered Thirteen (13), in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼ of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 13, Thence South 01 Degrees, 44 Minutes, 52 Seconds East along the West line of said Quarter, Quarter 412.50 feet, Thence South 89 Degrees, 50 Minutes, 57 Seconds East 370.50 feet to the Point of Beginning, Thence continuing South 89 Degrees, 50 Minutes, 57 Seconds East 50.07 feet, Thence South 03 Degrees, 52 Minutes, 06 Seconds West 304.34 feet, Thence South 01 Degrees, 40 Minutes, 52 Seconds West 109.36 feet, Thence South 89 Degrees, 50 Minutes, 57 Seconds East 159.36 feet to the West line of Beale Subdivision, Thence along the West line of Beale Subdivision South 01 Degrees, 42 Minutes, 16 Seconds West 181.15 feet to the North line of 22nd Street, Thence along the North line of 22nd Street North 85 Degrees, 58 Minutes, 03 Seconds West 209.40 feet, Thence North 01 Degrees, 40 Minutes, 52 Seconds East 277.67 feet, Thence North 03 Degrees, 52 Minutes, 06 Seconds East 303.00 feet to the Point of Beginning, Being subject to all easements, right-of-ways, and reservations of record. Containing 1.31 acres more or less.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2017-512 **ORDINANCE NO.**

AN ORDINANCE approving position changes to the Salary Administration Plan for the City of Joplin.

WHEREAS, the City Manager desires to make position changes within his department.

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

Section 1. That the position of Assistant to the City Manager at pay Range 300 is hereby added to the Salary Administration Plan as set forth in Exhibit "A".

Section 2. That the position of Executive Assistant/Secretary to City Manager at pay Range 170 is hereby deleted from the Salary Administration Plan as set forth in Exhibit "A".

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to establish these position changes in accordance with the attached, for and on behalf of the City of Joplin.

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

_____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 3, 2017

ITEM: COUNCIL BILL NO. 2017-512

Finance Director: Leslie Haase
Human Resources Director: Dave Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill makes position changes within the Salary Administration Plan.

DISCUSSION:
With upcoming personnel changes, the City Manager is recommending proposed position changes to the Salary Administration Plan for staffing of the City Manager's office. The Salary Administration Plan proposed change is to add the Assistant to the City Manager position at Range 300 and delete the Executive Assistant/Secretary to the City Manager position at Range 170. The job description and pay range for this position is the same as when the position previously existed.

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

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

EFFECTIVE NOVEMBER 1, 2016

* - unclassified position according to city charter (E) - exempt according to FLSA

Range	Position	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
100	Clerk Cook	$ 9.528	$ 11.677	$ 13.825	$ 19,818	$ 24,288	$ 28,756
110	Custodian Laborer I Utility Worker WIC Certifier	$ 10.504	$ 12.873	$ 15.242	$ 21,848	$ 26,776	$ 31,703
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$ 11.029	$ 13.517	$ 16.004	$ 22,940	$ 28,115	$ 33,288
130	Automotive Service Worker Laborer II Recreation Leader Senior Clerk Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$ 11.580	$ 14.193	$ 16.805	$ 24,086	$ 29,521	$ 34,954
140	Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Utility Locator	$ 12.159	$ 14.902	$ 17.645	$ 25,291	$ 30,996	$ 36,702

150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Licensed Practical Nurse Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$ 12.768	$ 15.648	$ 18.527	$ 26,557	$ 32,548	$ 38,536
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Firefighter Trainee Heavy Equipment Operator Human Resources/ Safety Specialist Legal Specialist Police Officer Trainee Public Safety Communications Operator Wastewater Plant Operator	$ 14.076 $ 10.0543	$ 17.251 $ 12.3222	$ 20.426 $ 14.5900	$ 29,278 $ 29,278	$ 35,882 $ 35,882	$ 42,486 $ 42,486
170	Assistant City Clerk Chief Wastewater Plant Operator Crime Analyst/Accreditation Coordinator (E) Engineering Technician Firefighter/EMT Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Police Officer I Traffic Signal Technician Wastewater Laboratory Technician	$ 14.781 $ 10.5571	$ 18.114 $ 12.9381	$ 21.447 $ 15.3191	$ 30,744 $ 30,742	$ 37,677 $ 37,676	$ 44,610 $ 44,609

180	Automotive Mechanic II Building Maintenance Technician Nutritionist I (E) Recycling Coordinator (E) Wastewater Plant Technician	$ 15.519	$ 19.019	$ 22.519		$ 32,280	$ 39,560	$ 46,840
190	Building Inspector Chief Wastewater Plant Operator II Construction Inspector Environmental Public Health Specialist I (E) Fire Driver/Engineer GIS Technician Police Officer II Property Negotiator/Appraiser	$ 16.295 $ 11.6395	$ 19.971 $ 14.2646	$ 23.646 $ 16.8896		$ 33,894 $ 33,894	$ 41,540 $ 41,539	$ 49,184 $ 49,183
200	Community Health Planner/Educator (E) Golf Course Maintenance Supervisor (E) Nutritionist II (E) Planner (E) Police Corporal Public Safety Communications Supervisor Utility Billing Supervisor Wastewater Pretreatment Technician	$ 17.109	$ 20.968	$ 24.827		$ 35,587	$ 43,613	$ 51,640
210	Building Maintenance Supervisor (E) Chief Wastewater Plant Technician Communications Technician Director of Sales/CVB (E) Environmental Public Health Specialist II (E) Fire Apparatus Fleet Manager IT Analyst Land Surveyor (E) Public Safety Communications Manager (E)	$ 17.965	$ 22.017	$ 26.069		$ 37,367	$ 45,795	$ 54,224

300	Assistant to the City Manager (E) Business Development Manager (E) Fleet Maintenance Supervisor (E) Golf Course Professional (E) Infrastructure Maintenance Supervisor (E) Plans Reviewer Wastewater Laboratory Supervisor Wastewater Pretreatment Inspector	$ 18.863	$ 23.648	$ 28.433	$ 39,235	$ 49,188	$ 59,141
310	Communications Technician Manager (E) Community Health Nurse (E) Emergency Management Coordinator (E) Fire Captain Fire Marshal (E) Jail Administrator (E) Police Sergeant Public Information Officer (E) Regional Response Planner (E) Senior Accountant (E) Transportation Coordinator (E) WIC Services Coordinator (E)	$ 19.807 $ 14.1476	$ 24.831 $ 17.7364	$ 29.855 $ 21.3251	$ 41,199 $ 41,198	$ 51,648 $ 51,648	$ 62,098 $ 62,099
320	* Assistant Director of Human Resources (E) Athletic Facilites Superintendent (E) Cemetery Superintendent (E) Financial Analyst (E) Medical Services Coordinator (E) Parks Maintenance Superintendent (E)	$ 20.797	$ 26.073	$ 31.348	$43,258	$54,232	$65,204
330	Airport Manager (E) * Assistant City Prosecutor (E) * City Clerk (E) Civil Engineer I (E) Fire Training Chief (E) * Municipal Court Administrator (E)	$ 21.837	$ 27.377	$ 32.916	$ 45,421	$ 56,944	$ 68,465

340	Battalion Chief (E)	$ 22.929	$ 28.745	$ 34.561	$ 47,692	$ 59,790	$ 71,887
	Capital Improvement Project Manager (E)	$ 16.3778	$ 20.5321	$ 24.6864	$ 47,692	$ 59,789	$ 71,887
	CDBG Project Manager (E)						
	Chief Building Official (E)						
	* City Prosecutor (E)						
	Infrastructure Superintendent (E)						
	Network Manager						
	Police Captain (E)						
	Wastewater Plant Superintendent (E)						
350	* Assistant City Attorney (E)	$ 24.075	$ 30.182	$ 36.289	$ 50,076	$ 62,779	$ 75,481
	* Assistant Director of Health & Env/Epid Coordinator (E)						
	* Assistant Director of Planning, Development and Neighborhood Services (E)						
	Civil Engineer II (E)						
	* CVB Director (E)						
360	* Assistant Director of Public Works/Operations (E)	$ 25.279	$ 31.692	$ 38.104	$ 52,580	$ 65,919	$ 79,256
	* Assistant Finance Director (E)						
	* Assistant Police Chief (E)						
	* Deputy Fire Chief (E)						
370	* Human Resources Director/Risk Mgmt (E)	$ 29.263	$ 36.687	$ 44.110	$ 60,867	$ 76,309	$ 91,749
380	* Assistant Director of Public Works/Engineering (E)	$ 30.727	$ 38.521	$ 46.315	$ 63,912	$ 80,124	$ 96,335
	* Community Health Director (E)						
	* Director of Planning, Development and Neighborhood Services (E)						
	* Parks & Recreation Director (E)						
390	* Director of Information Technology (E)	$ 32.263	$ 40.447	$ 48.630	$ 67,107	$ 84,130	$ 101,150
	* Finance Director (E)						
400	* Fire Chief (E)	$ 33.877	$ 42.470	$ 51.062	$ 70,464	$ 88,338	$ 106,209
	* Police Chief (E)						
410	* City Attorney (E)	$ 35.570	$ 44.593	$ 53.616	$ 73,986	$ 92,753	$ 111,521
	* Public Works Director (E)						

REGULAR Part-Time Hourly		Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 9.909	$ 10.305	$ 10.717
555	Interpreter/Translator	$ 10.466	$ 10.884	$ 11.320
570	Lead Peer Counselor	$ 11.886	$ 12.362	$ 12.857

SEASONAL Part -Time Hourly		Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Golf Course/ Athletic Complex	$ 8.498	$ 8.837	$ 9.191
502	Clerk	$ 8.923	$ 9.280	$ 9.651
505	Recreation Instructor	$ 9.347	$ 9.721	$ 10.111
520	Laborer	$ 9.721	$ 10.111	$ 10.515
540	School Crossing Guard	$ 10.111	$ 10.515	$ 10.936
555	Police Reserve Officer	$ 10.466	$ 10.884	$ 11.320
560	School Crossing Guard Coordinator	$ 10.936	$ 11.373	$ 11.829
570	Engineering Aid	$ 11.886	$ 12.362	$ 12.857
580	Court Bailiff	$ 15.450	$ 16.068	$ 16.711
600	Cashier - Pools Lifeguard	$ 8.498	$ 8.837	$ 9.191
610	Pool Operator	$ 9.721	$ 10.111	$ 10.515
620	Aquatic Supervisor Day Camp Director	$ 10.515	$ 10.936	$ 11.373