COUNCIL AGENDA
October 19, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Proclaiming November As Pancreatic Cancer Awareness Month

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The October 5, 2015 Council Meeting

      Documents: OCTOBER 5 2015 MIN.PDF

   2. COUNCIL BILL NO. 2015-270
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Seventh Street and Lavender Lane in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-270 .PDF, COUNCIL BILL 2015-270 .PDF, SUPPLEMENTAL CB 2015-270.PDF

   3. COUNCIL BILL NO. 2015-272
      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 at 1831 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-272 .PDF, COUNCIL BILL 2015-272 .PDF, SUPPLEMENTAL CB 2015-272.PDF

   4. COUNCIL BILL NO. 2015-273
      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 at 729 West 32nd Street in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-273.PDF, COUNCIL BILL 2015-273 .PDF, COUNCIL BILL 2015-273 AMENDED.PDF, SUPPLEMENTAL CB 2015-273.PDF

   5. COUNCIL BILL NO. 2015-275
      AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2215 Wisconsin Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-275 .PDF, COUNCIL BILL 2015-

275 .PDF, SUPPLEMENTAL CB 2015-275.PDF

6. COUNCIL BILL 2015-362
AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

Documents: ATTACHMENT A- CB 2015-362.PDF, CB 2015-362.PDF, SUMMARY CB 2015-362.PDF

7. COUNCIL BILL 2015-364
AN ORDINANCE amending Chapter 58, Fire Prevention and Protection, by repealing and enacting a new Section 58-1, Bonfires and outdoor rubbish fires, and by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective.

Documents: CB 2015-364.PDF, SUMMARY CB 2015-364.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2015-157
AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in the amount of Five Hundred Fifty Nine Thousand Six Hundred Eighty Eight and no/100 Dollars ($559,688.00) for the Bartlett Addition Interceptor Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Documents: SUMMARY SHEET BARTLETT INTERCEPTOR 2015-157.PDF, CB-BARTLETT SEWER 2015-157.PDF, COUNCIL POWERPOINT MAP.PDF, BID TAB FORM.PDF

2. COUNCIL BILL NO. 2015-158
AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for Seven Hundred Eighty Four Thousand and no/100 Dollars ($784,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Recovery Area and containing an emergency clause.

Documents: SUMMARY SHEET WA3 CB 2015-158.PDF, CB 2015 158.PDF, AMA-DR2AP1-3 CDBG SANITARY SEWER 09-15-2015 DRAFT.PDF

3. COUNCIL BILL NO. 2015-528
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2015 to October 31, 2016, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents: CB 2015-528 SUMMARY FY 2016 BUDGET ADOPTION.PDF, CB 2015-528 ORDINANCE FY 2016 BUDGET ADOPTION.PDF, CB 2015-528 FY 2016 BUDGET SUMMARIES.PDF, CB 2015-528 FY 2016 BUDGET RECONCILIATION PROPOSED TO ADOPTED.PDF

4. COUNCIL BILL NO. 2015-529
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

Documents: CB 2015-529 SUMMARY FY 2015 BUDGET AMENDMENT.PDF, CB 2015-529 ORDINANCE FY 2015 BUDGET AMENDMENT.PDF, CB 2015-529 SCHEDULE A BUDGET AMENDMENT LIST.PDF

5. COUNCIL BILL NO. 2015-623
Authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Rehabilitation of the GA Ramp at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing and emergency clause.

Documents: AIRPORT AID AGREEMENT FOR CITY OF JOPLIN AIR 156-090A.PDF, MODOT GRANT GA RAMP REHAB.PDF, 2015-623 GA RAMP MODOT GRANT.PDF

6. COUNCIL BILL NO. 2015-624
Authorization to accept an Agreement by and between the City of Joplin and Emery Sapp and Sons, Inc. the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis.

Documents: EMERY SAPP_CONTRACT_AGREEMENT.PDF, GA REHAB CONSTRUCTION CONTRACT.PDF, 2015-624 GA RAMP CONSTRUCTION CONTRACT.PDF

7. COUNCIL BILL NO. 2015-625
AN ORDINANCE authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Services for the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis.

Documents: GA APRON CMT CONSTRUCTIONS PHASE.PDF, 2015-625 CMT CONSTRUCTION OBS GA APRON REHAB.PDF, CMT GA APRON CONSTRUCTION SERVICES.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2015-274
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 at 1136 West 26th Street in the City of Joplin, Jasper County, Missouri.

Documents: SUMMARY SHEET CB 2015-274 .PDF, COUNCIL BILL 2015-274 .PDF, SUPPLEMENTAL CB 2015-274.PDF

13. Unfinished Business

14. New Business

1. Council Will Hear Presentions From The Council Applicants

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

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

return of the unit.

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES October 5, 2015

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the UNITED STATES of AMERICA –led by Council Member Colbert-Kean.

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

PRESENTATIONS
Bi-annual update from Segal on insurance benefits. Mr. Segal presented an update to the Council on the insurance benefits.

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
Motion by Mr. Shaw, Second by Mr. Scearce to allow Crystal Harrington to address Council on building code and regulations. Crystal Harrington, 127 Woodmont Drive, addressed council and remarked how well informed the City's Chief Building Official Bryan Wicklund is. Mr. Wicklund recently met with a group of builders to discuss the city's plans to upgrade the building codes. He said he and his staff are prepared to answer questions about the code that will be adopted later this year.

PUBLIC HEARINGS
Public Hearing Procedures – read by Barbara Hogelin, City Clerk

Mayor Michael Seibert opened the Public Hearing

No one was for or in opposition to this request

The Public Hearing was closed.

PUBLIC HEARING FOR COUNCIL BILL NO.2015-270 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Seventh Street and Lavender Lane in Jasper County, Missouri.

Mr. Glaze introduced Council Bill No.2015-270. Motion by Mr. Glaze, Second by Mrs. Lewis to Place Council Bill No. 2015-270 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Bill was read as being **Council Bill No. 2015-270**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-271 - 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 at the southeast corner of Shady Lane and Silver Creek Drive in the City of Joplin, Newton County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one appeared in favor of this item.

Mr. Gordon Sweeton, 4403 Malaura Lane, Joplin appeared in opposition of this item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2015-271. Motion by Mr. Scearce, Second by Ms. Colbert-Kean that Council Bill No. 2015-271 be Denied. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-272 - 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 at 1831 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri.
Mayor Michael Seibert opened the Public Hearing

No one appeared in favor or in opposition to this request

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2015-272. Motion by Mr. Stanley, Second by Mr. Shaw to Place Council Bill No. 2015-272 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.The Bill was read as being **Council Bill No. 2015-272**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-273 - 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 at 729 West 32nd Street in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

Steve Page, appeared in favor of this request.

No one was in opposition to this request

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2015-273. Motion by Mr. Scearce, Second by Mr. Shaw to Amend Council Bill No. 2015-273 to C-0-PD. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. Motion by Mr. Scearce, Second by Mr. Shaw to Place Amended Council Bill No. 2015-273 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Bill was read as being **Amended Council Bill No. 2015-273**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-274 - 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 at 1136 West 26th Street in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one appeared in favor of this request.

Becky Gallemore appeared in opposition to this request

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2015-274. Motion by Mr. Scearce, Second by Dr. Rosenberg to Place Council Bill No. 2015-274 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 7. Nays: 0. Absent: 1, Glaze. The Bill was read as being **Council Bill No. 2015-274**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-275 - AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2215 Wisconsin Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one was for or in opposition to this request

The Public Hearing was closed.

Mrs. Lewis introduced Council Bill No. 2015-275. Motion by Mrs. Lewis, Second by Mr. Glaze to Place Council Bill No. 2015-275 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Bill was read as being **Council Bill No. 2015-275**

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

Minutes of the September 21, 2015 Council Meeting

COUNCIL BILL NO.2015-621-AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Center for Priority Based Budgeting for the purpose of providing professional consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2015-155**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2015-367-an ordinance authorizing the City of Joplin to enter into an Agreement with Heritage Strategies for Preservation Planning Services relating to the update of the Preservation Plan; authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause. Motion by Mr. Shaw, Second by Ms. Colbert-Kean that Council Bill No. 2015-367 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-156**

Mr. Stanley introduced COUNCIL BILL NO. 2015-371-an ordinance authorizing the City of Joplin to enter into an Acquisition of Real Estate Agreement with Dr. Gary L. Selby and Teresa L. Selby for property associated with the development of the new City of Joplin Public Park at 26th Street; authorizing the City Manager to execute said Agreement in substantially similar form; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-371 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-157**

Ms. Colbert-Kean introduced COUNCIL BILL NO. 2015-372 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction in the amount not to exceed $4,031,000 to provide construction and associated development of the City of Joplin public park at 26th & McClelland, along with 26th Street sidewalk and trail improvements, to be funded with the CDBG-DR2, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. Motion by Ms. Colbert-Kean, Second by Mrs. Lewis that Council Bill No. 2015-372 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw and Stanley 7. Nays: 1, Scearce. Absent: 0. Mr. Scearce wanted it noted for the record he was not opposed to the Park, but he was opposed to the eight foot pond that was being placed in the park. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-158**

Mr. Shaw introduced COUNCIL BILL NO. 2015-622-AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Twenty-Four Thousand, Nine Hundred Dollars ($124,900.00); 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. Shaw, Second by Mr. Scearce that Council Bill No. 2015-622 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-159**

ORDINANCES – FIRST READING

Mr. Stanley introduced COUNCIL BILL NO. 2015-362-AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-362 be Passed on First Reading and Advanced to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

COUNCIL BILL NO. 2015-364-AN ORDINANCE amending Chapter 58, Fire Prevention and Protection, by repealing and enacting a new Section 58-1, Bonfires and outdoor rubbish fires, and by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective. Motion by Mr. Glaze, Second by Mr. Shaw that Council Bill No. 2015-364 be Passed on First Reading and Advanced to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:

News from the PIO

Construction of a new Park will be at 26th Street

Ham and Bean feed – Friday, October 9, from 11: 00 am to 1:00 pm. at Memorial Hall

Surplus Auction – Saturday – October 10, 2015 beginning at 9:00 am

Declare extra surplus property for the annual auction.

Motion by Mr. Scearce, Second by Mr. Glaze to accept the City's extra surplus property for the annual auction. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

Motion by Mr. Scearce, Second by Mr. Stanley to invite the applicants for City Council to the next Council meeting on October 19, 2015 to make a presentation under new business about their desire to becoming a council member. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 7:37p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-270
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 9/14/2015

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

SUMMARY/REQUEST:
Case 018-15: Northwest corner of Seventh Street and Lavender Lane – A request to voluntarily annex 2.42 acres into the corporate limits of the City of Joplin – Aaron Garman.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 2.42 acres of land at the intersection of Seventh Street and Lavender Lane to build his personal residence.

Staff recommends approval of Case 018-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Aaron Garman requested the annexation of the property in Case 018-15. Ms. Cunningham stated this is property Mr. Garman owns that is bounded by Joplin and Duquesne. He would like to annex into the City of Joplin for access to city sewer and other utilities. The property is adjacent to Joplin's current city limits.

Mr. Smith asked about the properties to the south along Seventh Street, and Ms. Cunningham replied they are not currently in Joplin. Mr. Garman owns the horseshoe-shaped portion surrounding those properties and is planning to construct his personal home there.

Mr. Bolander stated the property to the east lies in the City of Joplin. University Circle lies in Duquesne, but Tall Grass Estates is in the City of Joplin.

Mr. Duncan asked Mr. Garman if he plans to build a residence on this property, and he replied yes.

Mr. Duncan asked if the property will automatically be zoned R-1, and Mr. Bolander replied yes. All annexed property comes into the City of Joplin with R-1 zoning since it is the most protected zoning classification.

PUBLIC COMMENT:
None.

P & Z Case 018-15
Aaron Garman
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-270 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Seventh Street and Lavender Lane in Jasper County, Missouri.

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

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

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

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

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

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

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

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER THENCE NORTH 0°27'48" EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER QUARTER 74.32 FEET TO THE NORTH LINE OF EAST 7TH STREET; THENCE CONTINUING NORTH 0°27'48" EAST 586.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'00" WEST 658.93 FEET; THENCE SOUTH 0°36'10" WEST 143.63 FEET; THENCE EAST 194.01 FEET; THENCE SOUTH

0°44’04” WEST 41.96 FEET; THENCE EAST 367.81 FEET; THENCE NORTH 27°55’16” EAST 211.75 FEET TO THE POINT OF BEGINNING, CONTAINING 2.42 ACRES AND SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTION OF RECORD.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of December, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: July 17, 2015
City Council Meeting: August 3, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 018-15: A request to voluntarily annex approximately 2.42 acres at 7th Street and Lavender Lane.

LOCATION: Located approximately 400' north of the intersection of 7th street and Lavender Lane.

APPLICANT: Aaron Garman

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Residential	2.42 acres

DISCUSSION
The applicant is requesting to voluntarily annex approximately 2.42 acres of land at the intersection of 7th street and Lavender Lane to build his personal residence.

Staff recommends approval of Case 018-15.

ENCLOSURES:
Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

STATE OF MISSOURI)
) ss:
COUNTY OF ~~JASPER~~ Jasper)

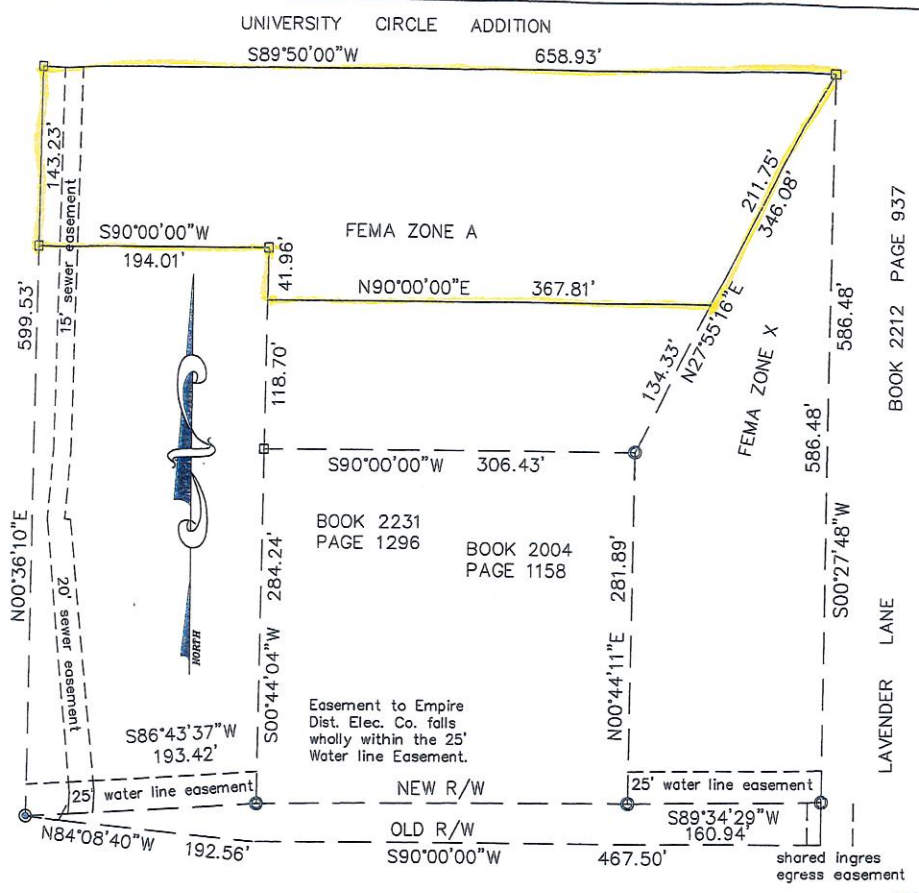
On this 11th day of September ~~2013~~ 2016, before me appeared Aaron Gallman, a single person, to me known to be the person described in and who acknowledged that he/she executed the foregoing instrument, and acknowledged that she/she executed the same as his/her free act and deed.

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

My commission expires: 6-29-2016.

Lindsay J. Dunn
LINDSAY J. DUNN
Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



DESCRIPTION FOR PROPOSED ANNEXATION

All that part of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 32, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter; thence North 0°27'48" East along the East line of said Quarter Quarter Quarter 74.32 feet to the North line of East 7th Street; thence continuing North 0°27'48" East 586.48 feet to the point of beginning; thence South 89°50'00" West 658.93 feet; thence South 0°36'10" West 143.63 feet; thence East 194.01 feet; thence South 0°44'04" West 41.96 feet; thence East 367.81 feet; thence North 27°55'16" East 211.75 feet to the point of beginning.

Containing 2.42 Acres according to Surveyor's Calculations.

Subject to any existing easements or restriction of record.

FEMA INFORMATION

Surveyor has determined Tract 1 to be in FEMA Zone X (Area determined to be outside the 0.2% Annual chance Floodplain), according to Community Panel No. 29097C0279E, dated November 2, 2012.

NOTE

THIS SURVEY IS NOT A PROPERTY BOUNDARY SURVEY BUT IS FOR THE PURPOSE OF SHOWNING THE PROPOSED ANNEXTION TO THE SURROUNDING TRACTS.

BEARINGS ARE BASED ON THE RECORDED DEEDS.

BOOK & PAGE ALONG WEST LINE
BOOK 1471 PAGE 1933
BOOK 1507 PAGE 931

100 0 50 100
(IN FEET)
1 INCH = 100 FT.

LEGEND
- FOUND IRON PIN
- SET 1/2" IRON PIN
- FOUND R/W MARKER

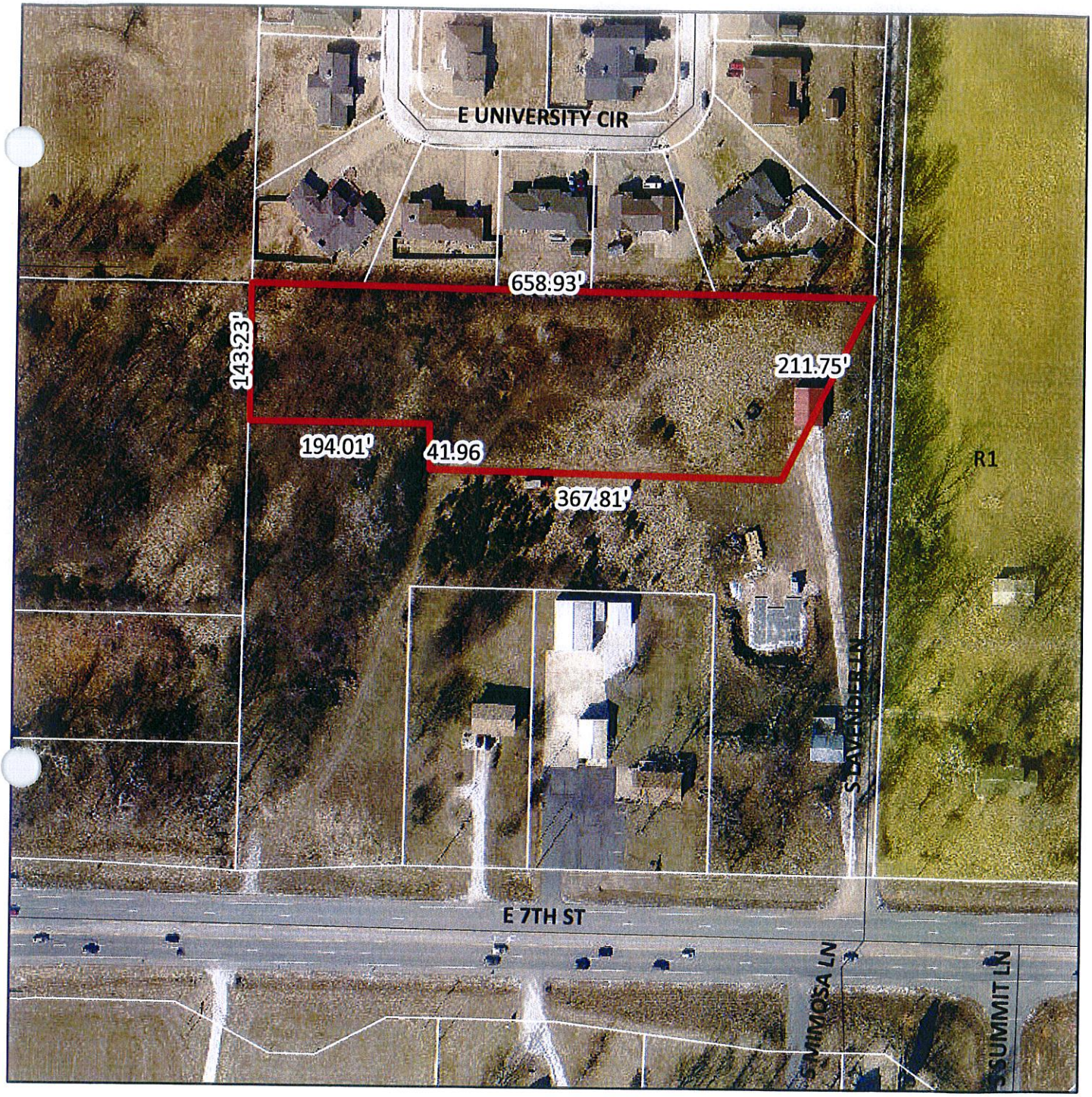
STATE OF MISSOURI
CHRIS E. STEWART
NUMBER LS-1960
REGISTERED LAND SURVEYOR

05.28.2015

CHRIS E. STEWART RLS 1960

CHRIS STEWART SURVEYING
1217 E. 24th Street
Joplin, Missouri
64804
PHN 417-782-1595
e mail
karensue.stewart@yahoo.com

CUSTOMER: GARMAN			
SURVEY OF Part Section 5, T-27, R-32 674 S Lavender Lane – Joplin			
DATE 05/28/15	BY CES	REVISED 09/29/14	BOOK PAGE FILE 052732g3
SCALE 1"=100'	ACC Urban		



0 0.0475 0.095 0.19 Miles

Case 018-15: Northwest corner of 7th Street and Lavender Lane - A request to voluntarily annex 2.42 acres into the corporate limits of the City of Joplin - Aaron Garman.

N

Case 018-15: Northwest corner of Seventh Street and Lavender Lane – A request to voluntarily annex 2.42 acres into the corporate limits of the City of Joplin – Aaron Garman.

Mr. Eastman opened the public hearing for Case 018-15.

Mr. Garman was not present at this point. Ms. Cunningham stated this is property Mr. Garman owns that is bounded by Joplin and Duquesne. He would like to annex into the City of Joplin for access to city sewer and other utilities. The property is adjacent to Joplin's current city limits.

Mr. Smith asked if East University Circle lies within the City of Joplin, and Mr. Bolander replied it is outside the Joplin city limits.

Mr. Smith asked about the properties to the south along Seventh Street, and Ms. Cunningham replied they are not currently in Joplin. Mr. Garman owns the horseshoe-shaped portion surrounding those properties and is planning to construct his personal home there.

Mr. Bolander stated the property to the east lies in the City of Joplin. University Circle lies in Duquesne, but Tall Grass Estates is in the City of Joplin.

Mr. Aaron Garman, 674 Lavender Lane, Joplin, appeared at this time and requested the annexation of the property in Case 018-15.

Mr. Duncan asked Mr. Garman if he plans to build a residence on this property, and he replied yes.

Mr. Duncan asked if the property will automatically be zoned R-1, and Mr. Bolander replied yes. All annexed property comes into the City of Joplin with R-1 zoning since it is the most protected zoning classification.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 018-15.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 018-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-272
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 9/14/2015

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

SUMMARY/REQUEST:
Case 031-15: 1831 New Hampshire Avenue – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Kelley Knox.

STAFF SUMMARY:
This area is a mix of low-density and moderate-density residential development which abut commercial uses along 20th street. This rezoning would match the character of the neighborhood by creating moderate-density housing near businesses and new development along the 20th street corridor.

Staff recommends approval of Case 031-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Leonard Knox requested the rezoning of the property in Case 031-15. He owns a lot at 1831 New Hampshire that is currently zoned R-1. All the lots on that block are zoned R-2, with the lot being a perfect for a duplex.

Mr. Eastman asked Mr. Knox about the size of the duplex, and he replied two-bedroom, two-bath units with a single-car garage. Each living unit will contain about 1,400 square feet.

PUBLIC COMMENT:
None.

P & Z Case 031-15
Kelley Knox
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-272 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 at 1831 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri.

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

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

ALL OF THE SOUTH ONE-HALF OF LOTS NUMBERED SIX (6) AND SEVEN (7) IN J.W. RATCLIFFE'S SUBDIVISION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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 _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: September 14, 2015
City Council Meeting: October 5, 2015

STAFF PLANNING REPORT
Rezoning

Case 031-15: A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential)

LOCATION: 1831 New Hampshire Avenue

APPLICANT: Kelley Knox

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Undeveloped	10,286ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1, R-2 PD	R-1	R-1
Land Use	Two-Family Residential	Single-Family Residential, Two-Family Residential Planned Development	Single-Family Residential	Single-Family Residential

FUTURE LAND USE:

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

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
New Hampshire Ave	Secondary	50'
19th Street	Secondary	50'

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The property owner would like to construct a duplex, but the current zoning only allows single-family residential homes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change will not negatively affect nearby property; there are many two-family residential lots in the area.

DISCUSSION

This area is a mix of low-density and moderate-density residential development which abut commercial uses along 20th street. This rezoning would match the character of the neighborhood by creating moderate-density housing near businesses and new development along the 20th street corridor.

Staff recommends approval of Case 031-15.

ENCLOSURES:

Map.

REZONING APPLICATION FORM

RECEIVED 7-29-15

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

For Office Use Only

Case No.: 031-15
Filing Fee: $ 350.00
Date Advertised: 8-30-15
Date Notices Sent: 8-31-15
Public Hearing Date: 9-14-15

APPLICANT: KELLEY KNOX PHONE: 417-691-5041
ADDRESS: 1511 E. 19th ZIP: 64804
OWNER: SELF PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 1831 NEW HAMPSHIRE AVENUE
LEGAL DESCRIPTION: ALL OF SOUTH ONE HALF OF LOTS 6 & 7 IN RATCLIFFE'S SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

Present Zoning R-1 Requested Zoning: R2 Acreage: 0.242
Present Use of Property: VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	two family Residential	R-2
South	Residential	R-1
East	Residential	R-1
West	Residential	R-1

CHARACTER OF THE NEIGHBORHOOD: DUPLEXES, HOUSING AUTHORITY

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning? ___
   If yes, explain: Want to build Duplex instead of single

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes

2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: NEW HAMPSHIRE & 19th
2. Classification of Street(s):
   Arterial _____ Collector _____ Local Secondary
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? NO
   - Sewers? No
   - Water? No
5. Additional Comments: None

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Kelley Knox DATE: 7-28-15

BY: KELLEY KNOX

TITLE: OWNER



Case 031-15: 1831 New Hampshire – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Kelley Knox.

N

Case 031-15: 1831 New Hampshire Avenue – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Kelley Knox.

Mr. Eastman opened the public hearing for Case 031-15.

Mr. Leonard Knox, 1802 New Hampshire Avenue, Joplin, appeared to request the rezoning of the property in Case 031-15. He owns a lot at 1831 New Hampshire that is currently zoned R-1. All the lots on that block are zoned R-2, with the lot being a perfect for a duplex.

Mr. Eastman asked Mr. Knox about the size of the duplex, and he replied two-bedroom, two-bath units with a single-car garage. Each living unit will contain about 1,400 square feet.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 031-15.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 031-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-273
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Copy of Amended Council Bill
3) Planning Report
4) 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: 9/14/2015

Recommended Action: Planning and Zoning Commission recommended rezoning to District C-0-PD by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 032-15: 729 West 32nd Street – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial District) – Mary Sue and Steve Page.

STAFF SUMMARY:
Thirty-Second Street is one of our major corridors, with West 32nd street serving as a hub for our medical offices. With most of this area along 32nd being zoned for offices or institutions, this lot would be more appropriate with a commercial zoning. The 32nd street corridor has high traffic counts and can make it unattractive for low-density residential development and neighborhoods. Overall, this lot would be better suited for commercial development.

Staff recommends approval of Case 032-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Page requested the rezoning of his parents' property to commercial for a doctor's office or something similar since most of the surrounding properties are commercial, including the Freeman Hospital entrance. Mercy Clinic is to the west, with an abandoned house to the east. Dr. Kivett owns all the houses to the east to Sabra Avenue. That property is also for sale.

Mr. Page stated his parents resided at that location since 1961, with the noise level along 32nd Street not being conducive for residential uses. He hopes to convert this into a business property as time goes on for Joplin.

Mr. Ramsour asked Mr. Page about the demolition of the property to the east of his. He replied his aunt and uncle used to live in that house, which was severely damaged by the tornado.

Mr. Ramsour asked Mr. Page if that property is owned by Dr. Kivett, and he replied no. It is the only piece of property along the north side of 32nd Street that is not owned by Dr. Kivett.

Mr. Smith asked Mr. Page if he would be opposed to rezoning to District C-0-PD, and he replied he would not be opposed to that. He asked if that would still allow a doctor's office.

Mr. Bolander stated the major difference between District C-0 and District C-1 is that C-0 is non-retail zoning. Almost all the current zoning classification in that area is C-0, which allows for doctors' offices and anything medical related. Mr. Page stated that would be sufficient.

Mr. Eastman stated the "PD" designation just means the development plans need to be approved by the Planning and Zoning Commission and the City Council.

PUBLIC COMMENT:
None.

P & Z Case 032-15
Mary Sue and Steve Page
(P & Z Recommended Rezoning to District C-0-PD)

COUNCIL BILL NO. 2015-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located at 729 West 32nd 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 C-1:

ALL OF THE WEST ONE HUNDRED (100) FEED OF LOT NUMBERED SIXTY-NINE (69) IN THE MOHASKA SUB-DIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT A TRACT OF GROUND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE A DISTANCE OF 50.67 FEET EAST OF THE SOUTHWEST CORNER OF LOT NUMBERED SIXTY-NINE (69), THENCE WEST AND NORTH ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.0 FEET TO A POINT IN THE WEST LINE OF SAID LOT NUMBERED 69, AT A POINT 50.67 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH ON THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER; THENCE EAST 50.67 FEET TO THE POINT OF BEGINNING. SAID TRACT BEING FOR THE USE OF THE PUBLIC FOR STREET PURPOSES.

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 _____, 2015, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

P & Z Case 032-15
Mary Sue and Steve Page
(P & Z Recommended Rezoning to District C-0-PD)

AMENDED COUNCIL BILL NO. 2015-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at 729 West 32nd 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 C-0-PD:

> ALL OF THE WEST ONE HUNDRED (100) FEED OF LOT NUMBERED SIXTY-NINE (69) IN THE MOHASKA SUB-DIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT A TRACT OF GROUND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE A DISTANCE OF 50.67 FEET EAST OF THE SOUTHWEST CORNER OF LOT NUMBERED SIXTY-NINE (69), THENCE WEST AND NORTH ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.0 FEET TO A POINT IN THE WEST LINE OF SAID LOT NUMBERED 69, AT A POINT 50.67 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH ON THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER; THENCE EAST 50.67 FEET TO THE POINT OF BEGINNING. SAID TRACT BEING FOR THE USE OF THE PUBLIC FOR STREET PURPOSES.

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 _____, 2015, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: September 14, 2015
City Council Meeting: October 5, 2015

STAFF PLANNING REPORT
Rezoning

Case 032-15: A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial District).

LOCATION: 729 W 32nd Street

APPLICANT: Steve Page

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Residential	19,710 ft²

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1 PD	R-1	C-O PD	CO
Land Use	Single-Family Residential, Planned Development	Single-Family Residential	Non-Retail Commercial, Planned Development	Non-Retail Commercial

FUTURE LAND USE:

This lot is situated between a low-density residential area and an office/institutional area.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
32nd Street	Major Arterial	100'
Jackson Avenue	Collector	55'

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The property owner would like to sell this lot for commercial development rather than residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Because of the lower-intensity of the commercial zoning, it will not detrimentally affect nearby property.

DISCUSSION

32nd Street is one of our major corridors, with West 32nd street serving as a hub for our medical offices. With most of this area along 32nd being zoned for offices or institutions, this lot would be more appropriate with a commercial zoning. The 32nd street corridor has high traffic counts and can make it unattractive for low-density residential development and neighborhoods. Overall, this lot would be better suited for commercial development.

Staff recommends approval of Case 032-15.

ENCLOSURES:

Map.

RECEIVED
8-4-15

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 032-15
Filing Fee: $350.00
Date Advertised: 8-30-15
Date Notices Sent: 8-31-15
P&Z Date: 9-14-15
City Council Date: 10-5-15

APPLICANT: Mary Sue Page / Steve Page POA PHONE: 417-439-7141
ADDRESS: 729 W 32ND ST Joplin MO ZIP: 64804
EMAIL: spage280@yahoo.com or steve@gotdc.com
OWNER: Mary Sue Page / Steve Page POA PHONE: 417-439-7141
ADDRESS: 5136 Magnolia Drive Joplin MO ZIP: 64801
EMAIL: spage280@yahoo.com or steve@gotdc.com
LOCATION OF PROPERTY: 729 W 32ND ST Joplin MO 64804
LEGAL DESCRIPTION: Residence with a 30'x40' Garage on a Storage Garage sitting on the corner of 32nd & Jackson

Present Zoning: R1 Requested Zoning: C1 Acreage: 22,000 Sq Ft
Present Use of Property: Residence
Proposed Use of Property: Doctor office, office space or Business

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Duplex's	RIPD
South	Commercial	COPD
East	Residencial Being Sold For Commercial	R1
West	Commercial	CD

CHARACTER OF THE NEIGHBORHOOD: Doctor offices & other offices to include Freeman Hospital & Mercy Clinics & Properties

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Properties Surrounding are 90% Business

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: JACKSON & W 32ND STREET
2. Classification of Street(s):
   Arterial 32ND Collector JACKSON Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO - LIGHTED INTERSECTION ALREADY

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

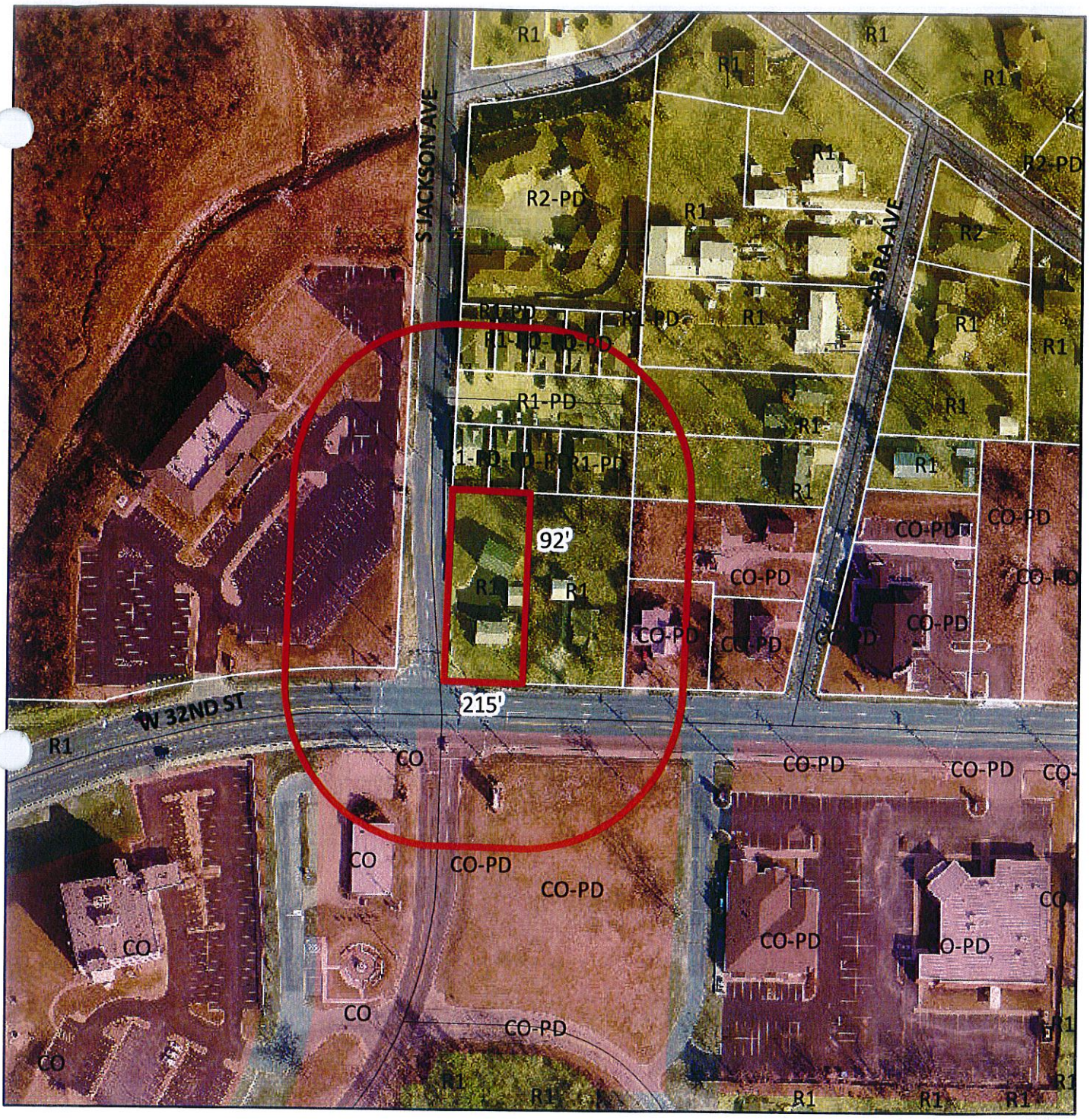
1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ PBA DATE: 8-3-15

BY: _____

TITLE: _____



Case 032-15: 729 W 32nd – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial District) – Mary Sue and Steve Page.

N

Case 032-15: 729 West 32nd Street – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial District) – Mary Sue and Steve Page.

Mr. Eastman opened the public hearing for Case 032-15.

Mr. Steve Page, 729 West 32nd Street, Joplin, appeared to request the rezoning of his parents' property to commercial hopefully for a doctor's office or something similar since most of the surrounding properties are commercial, including the Freeman Hospital entrance. Mercy Clinic is to the west, with an abandoned house to the east. Dr. Kivett owns all the houses to the east to Sabra Avenue. That property is also for sale.

Mr. Page stated his parents resided at that location since 1961, with the noise level along 32nd Street not being conducive for residential uses. He hopes to convert this into a business property as time goes on for Joplin.

Mr. Ramsour asked Mr. Page about the demolition of the property to the east of his. He replied his aunt and uncle used to live in that house, which was severely damaged by the tornado.

Mr. Ramsour asked Mr. Page if that property is owned by Dr. Kivett, and he replied no. It is the only piece of property along the north side of 32nd Street that is not owned by Dr. Kivett.

Mr. Smith asked Mr. Page if he would be opposed to rezoning to District C-0-PD, and he replied he would not be opposed to that. He asked if that would still allow a doctor's office.

Mr. Bolander stated that the major difference between District C-0 and District C-1 is that C-0 is non-retail zoning. Almost all the current zoning classification in that area is C-0, which allows for doctors' offices and anything medical related. Mr. Page stated that would be sufficient.

Mr. Eastman stated the "PD" designation just means the development plans need to be approved by the Planning and Zoning Commission and the City Council.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 032-15.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 032-15 BE AMENDED TO REZONE THE PROPERTY AT 729 WEST 32ND STREET FROM DISTRICT R-1 TO DISTRICT C-0-PD, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 0032-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL AS STATED IN THE PREVIOUS MOTION. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-275
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 9/14/2015

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

SUMMARY/REQUEST:
Case 035-15: 2215 Wisconsin Avenue – A request for the vacation of a 10' utility easement – Schuber-Mitchell Homes.

STAFF SUMMARY:
This lot is currently zoned R-1, Single-Family Residential. However, because the lot is relatively modest in size, it would be nearly impossible to fit a single-family home on the lot without building on top of the easement. The vacation of this easement would create a buildable lot in the disaster area for a new single-family home.

Staff recommends approval of Case 035-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dan Mitchell, Schuber-Mitchell Homes, requested the vacation of a small utility easement on property they own at 2215 Wisconsin Avenue. They have contacted all the utility companies and received written confirmation that they no longer need the easement. No utilities reside within the easement. Schuber-Mitchell would like to build a home there, with that being the purpose of their request.

Mr. Eastman asked about raising that area out of the flood zone, and Mr. Mitchell will get that certified.

PUBLIC COMMENT:
None.

P & Z Case 035-15
Schuber-Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-275 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 2215 Wisconsin Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 10-foot wide public utility easement located at 2215 Wisconsin Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

ALL OF THAT PART OF LOTS 67 AND 68 IN HARMONY HEIGHTS ADDITION A REPLAT OF SOUTH MORLAND ACRES TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 68; THENCE S87°59'29" E ALONG THE NORTH LINE OF SAID LOT 68 A DISTANCE OF 40.32 FEET TO THE POINT OF BEGINNING; THENCE N02°00'31"E A DISTANCE OF 5.00 FEET; THENCE S87°59'29"E A DISTANCE OF 58.33 FEET; THENCE S16°24'45"E A DISTANCE OF 10.54 FEET; THENCE N87°59'29"W A DISTANCE OF 61.67 FEET; THENCE N02°00'31" A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: September 14, 2015
City Council Meeting: October 5, 2015

STAFF PLANNING REPORT
Vacation

CASE 035-15: A request for the vacation of a 10' utility easement tween the west right-of-way line of Schifferdecker Avenue to the east right-of-way of Washington Avenue.

APPLICANT: Schuber Mitchell Homes

REPRESENTATIVE: Levi Greer

LOCATION: 2215 Wisconsin Avenue

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Utility	10' x 60' (approx.)

REASON FOR VACATION:

Schuber Mitchell Homes would like to build a house on this lot but cannot do so without vacating the easement or building on top of it.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No

DISCUSSION:

This lot is currently zoned R-1, Single-Family Residential. However, because the lot is relatively modest in size, it would be nearly impossible to fit a single-family home on the lot without building on top of the easement. The vacation of this easement would create a buildable lot in the disaster area for a new single-family home.

Staff recommends approval of Case 035-15.

ENCLOSURES: None.

RECEIVED
8-20-15

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 035-15
Filing Fee: $ 350.00
Date Advertised: 8-30-15
Date Notices Sent 8-31-15
Public Hearing Date: 9-14-15

I. Applicant Name: SCHUBER MITCHELL HOMES Phone: 417 626 7000

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

Address: 1621 ANDERSON DR Zip: 64870

II. Type of vacation requested (check one):

Street Vacation____

Alley Vacation____

Utility vacation X

Other (Please specify)____

III. Legal Description of area requested to be vacated: All that Part of Lots 67 and 68 in HARMONY HEIGHTS Addition a replat of South Morland Acres to the City of Joplin, Jasper County, Missouri, described as follows:

Commencing at the Northwest corner of said Lot 68, Thence S87°59'29"E Along the North Line of said Lot 68 A distance of 40.32 feet to the point of beginning;

Thence N02°00'31"E a distance of 5.00 feet;
Thence S87°59'29"E a distance of 58.33 feet;
Thence S16°24'45"E a distance of 10.54 feet;
Thence N87°59'29"W a distance of 61.67 feet;
Thence N02°00'31"E a distance of 5.00 feet to the point of beginning.

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

1. Private rights will not be injured or endangered by the vacation. STANDARD IS MET 100% AS EASEMENT IS LIMITED TO A SINGLE LOT. THEREFORE, NO PERSONAL RIGHTS WILL BE AFFECTED BY THE VACATION.

2. The vacation will not cause the public to suffer a loss or inconvenience. STANDARD IS MET 100% AS EASEMENT IS LIMITED TO A SINGLE LOT. NO LOSS OR INCONVENIENCE WILL RESULT FROM REMOVAL.

3. In justice to the applicant(s) the vacation should be granted. GRANTING VACATION WILL ENABLE GUHUBER MITCHELL HOMES TO BUILD A HOME FOR A FAMILY ON THIS LOT THEREBY INCREASING THE VALUE OF THE NEIGHBORHOOD WITH THE ADDITION OF A QUALITY HOME.

V. Required Attachments:

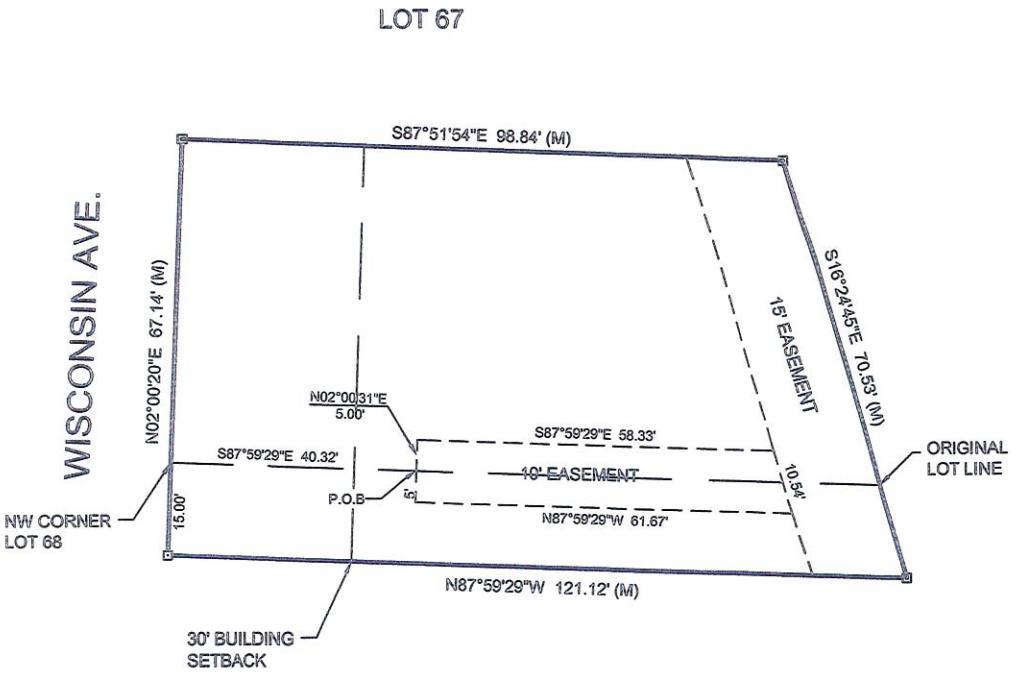
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

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

Levi Green - 417-437-5687



EASEMENT VACATION

ALL THAT PART OF LOTS 67 AND 68 IN HARMONY HEIGHTS ADDITION A REPLAT OF SOUTH MORLAND ACRES TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 68, THENCE S87°59'29"E ALONG THE NORTH LINE OF SAID LOT 68 A DISTANCE OF 40.32 FEET TO THE POINT OF BEGINNING;
THENCE N02°00'31"E A DISTANCE OF 5.00 FEET;
THENCE S87°59'29"E A DISTANCE OF 58.33 FEET;
THENCE S16°24'45"E A DISTANCE OF 10.54 FEET;
THENCE N87°59'29"W A DISTANCE OF 61.67 FEET;
THENCE N02°00'31"E A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

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

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

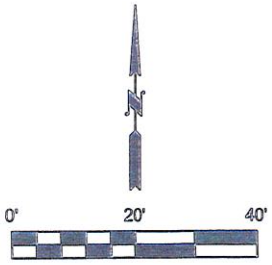
THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2016



MJ SURVEYING, LLC
www.MJSurveyingLLC.com
PH 417.623.2525
FAX 417.623.1745
214 S. MAIN ST.
JOPLIN, MO 64801

DRAWN EM	DATE 8/19/2015	SCHUBER MITCHELL PART OF LOTS 67 & 68 IN HARMONY HTS JOPLIN, JASPER CO. MISSOURI
APPROVED BAA	DATE 8/19/2015	
SCALE 1" = 20'	SHEET	PROJECT # 15224



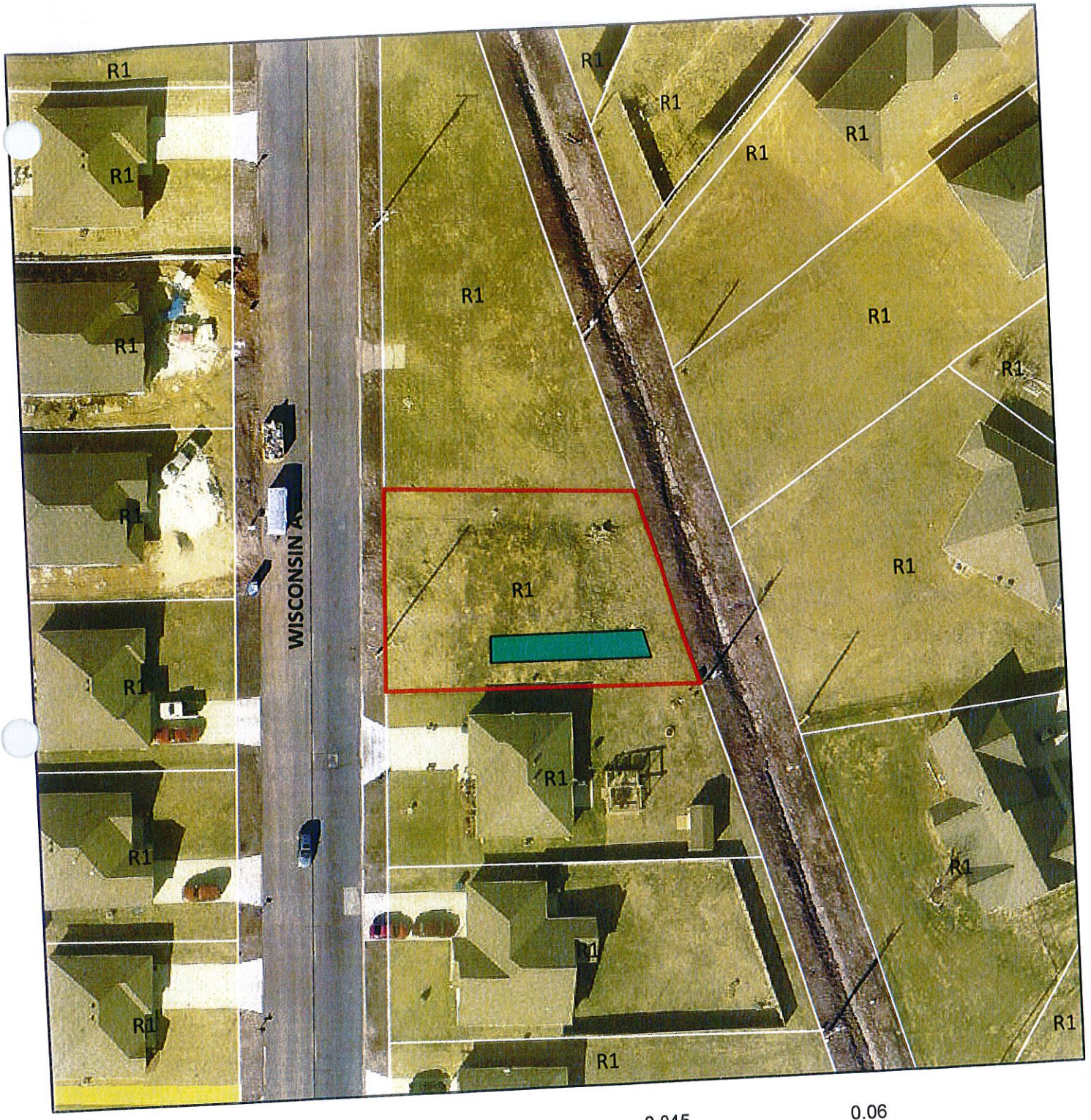
CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
BOOK 2361, PAGE 1628

LEGEND

⊡	FOUND IRON PIN
(M)	MEASURED
(D)	DEED

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK



Case 035-15: 2215 Wisconsin Ave – A request for the vacation of a 10' utility easement – Schuber Mitchell Homes.

Case 035-15: 2215 Wisconsin Avenue – A request for the vacation of a 10' utility easement – Schuber-Mitchell Homes.

Mr. Eastman opened the public hearing for Case 035-15.

Mr. Dan Mitchell, Schuber-Mitchell Homes, 1621 Anderson Drive, Webb City, Missouri, appeared to request the vacation of a small utility easement on property they own at 2215 Wisconsin Avenue. They have contacted all the utility companies and received written confirmation that they no longer need the easement. No utilities reside within the easement. Schuber-Mitchell would like to build a home there, with that being the purpose of their request.

Mr. Eastman asked about raising that area out of the flood zone, and Mr. Mitchell will get that certified.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 035-15.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 035-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Attachment A

2012 International Building Code Changes of Interest

- Backwater Valves – Will now be required to be installed in all new or replaced sewer lines.
- Identification of Fire and Smoke Separation Walls – Fire wall, fire barriers and other walls required to have protected openings/penetrations must be identified above ceiling where concealed space is created. Size and location of identifying markings are specified.
- Furniture Storage and Display in Groups F-1, M, and S-1 Occupancies – Automatic sprinkler systems are now required in occupancies where upholstered furniture or mattresses are manufactured, stored, or displayed regardless of size.
- Group E Fire Alarm Systems – An emergency voice / alarm communications system is now required in Group E occupancies with an occupant load of 30 or more.
- Carbon Monoxide Alarms – In new and existing buildings, carbon monoxide alarms are now required in Group R and I occupancies with fuel-burning appliances or attached garages.
- Exception 9 Manually Operated Horizontal Sliding Doors – Now permitted as a means of egress element in occupancies other than Group H, provided the occupant load is limited.
- Electromagnetically Locked Egress Doors – Electromagnetically locked egress doors may be used on panic hardware doors, as long as operation of hardware interrupts power to electromagnet.
- Stair Handrails in Group R-2 and R-3 – Within dwelling and sleeping units of Groups R-2 & R-3, handrails required on four or more risers.
- Curbs Used as Edge Protection at Ramps – Minimum required height of 4 inches for curbs used as edge protection at the side of ramps.
- Single Means of Egress from Group R-2 Units – Occupant load threshold at which second means of egress is required from R-2 has been increased from 11 to 21 in buildings in which an automatic sprinkler system is provided.
- Minimum Kitchen Floor Area – Required minimum of 50 SF has been deleted.

- Live Loads for Decks and Balconies – Decks and balconies now have the same live load as the occupancy they serve.

2012 International Residential Code Changes of Interest

- Backwater Valves – Will now be required to be installed in all new or replaced sewer lines.
- Braced wall panel design options next to garage doors – There are now three specified methods of constructing a narrow braced wall panel next to a large opening or portal such as a garage door opening. The minimum width of panel allowed with any of these methods is 16" and gets greater depending on the number of stories, ceiling height etc.
- Carbon monoxide alarms – Carbon monoxide alarms will now be required outside each sleeping area in the immediate vicinity of the bedroom in dwelling units with fuel-fired appliances installed and/or dwellings with attached garages.
- Fire protection of floors – Floor assemblies shall be provided with a ½ inch gypsum wall board membrane, or equivalent on the underside of the flooring framing member. This is required in unfinished basements or crawl spaces where fuel fired appliances are installed. This requirement is exempt as long as the floor framing members are dimension or structural composite lumber 2x10's or greater.
- Any balcony, deck, or porch accessible from the inside of the dwelling unit shall have at least one receptacle outlet installed within the perimeter of the balcony, deck, or porch.
- Habitable Attic Defined – Attic spaces with a floor system installed that meet the minimum size requirements will now be required to have an emergency egress and may require a smoke detector.
- Design Required on Retaining Walls – Retaining walls supporting more than 48" of unbalanced fill without permanent lateral support at top and bottom may require engineered drawings.
- Flashing – Pan flashing will now be required on all window and door openings when not provided by the manufacturer.
- Above Ground Duct Systems – Return air plenums will no longer be allowed to be placed in the stud cavities of outside walls.
- Independent garage HVAC system – Furnaces and air-handling systems that supply air to living spaces shall not supply air to or return air from garage.
- Doors between garage and dwelling unit will now require self-closing devices.

COUNCIL BILL NO. 2015-362 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article III Building Code, be repealed, and a new Chapter 26, Buildings and Building Regulations, Article III, Building Code, be enacted to read as follows:

"ARTICLE III BUILDING CODE*

Sec. 26-61. - Building code adopted.

The **2012** ~~**2006**~~ Edition of the International Building Code **including Appendix Chapters C, F, G, I, J**, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. Not less than three copies of said code as supplemented or amended, duly certified, have been and now are filed in the office of the city clerk.

Sec. 26-62. - Amendments to the International Building Code.

The building code adopted by **section 26-61** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting ***[City of Joplin, Missouri]***

Section 105.2 - "Building Item 2" ***replace 120 square feet with 200 square feet.***

Chapter 13 Energy Efficiency is deleted in its entirety.

Section 1405.10 is amended by adding the following paragraph:
Material commonly known as "corrugated sheet iron"; "corrugated sheet steel", "strong barn", etc., will not be permitted to be used as an exterior ~~***(or interior)***~~ finish on any commercial or residential building. It shall also not be permitted or allowed as roofing material on any type building or structure.

Section ***1608*** ~~***Section 1608.3***~~ of the building code is hereby amended to provide that 30 pounds per square foot, non-reduced snow load be utilized in determining the design snow loads for roofs, in no case, shall the design ***roof*** snow load be less than 30 pounds per square foot.

Section 1612.3 is amended by inserting: **[City of Joplin].**

Section 1612.3 is amended by inserting: [***November 2, 2012***].

Section ***1809.5*** ~~***1805.2.1***~~ is amended by adding the following paragraphs to the existing section.
The depth of footings for frost protection shall be 30 inches from finish grade to bottom of footing.

Accessory - residential or commercial storage type buildings with approved treated skids or the "portable" type for moving from one location to another, are exempt from the footing requirements if under 200 square feet, but shall be required to be anchored or tied down in an approved manner to prevent possible overturning from ***a minimum 90 mph*** wind.

Section 3109.4 is amended by adding the following paragraph:
Locations. Private swimming pools shall not encroach on any front or side yard required by the basic code, abridged code or the governing zoning law, except by specific rules of the community in which it may be located. No wall of a swimming pool shall be located less than three feet from any rear or side property line, ***12 feet from any primary or accessory structure,*** or ten feet from any street property line, except by specific rules of the community in which it may be located.

Section 3410.2 is amended by inserting: **[January 17, 1955].**
Chapter 35 – Referenced Standards NFPA reference number ~~***72-10***~~ *is amended to* ***72-13****.*

Sec. 26-63. - Penalties.

Notwithstanding any other provision of this article, a person violating any provisions of this article or obstructing its enforcement shall be deemed guilty of a misdemeanor, and upon conviction thereof in municipal court, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-66. - Residential code adopted.

The ***~~2006~~* 2012** Edition of the International Residential Code for One and Two Family Dwellings including Appendix Chapters A, B, C, D, G, H, I, J, M, N, ***O, P,*** Q, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic residential building code of the city. Not less than three copies of said code as supplemented or amended, duly certified, have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this article.

Sec. 26-67. - Amendments to the International Residential Code.

The [residential] building code adopted by section 26-66 of this article is hereby amended, changed, and altered, as follows:

Section R101.1 is amended by inserting: [**City of Joplin, *Missouri.***].

Section R104.11 is amended by adding the following paragraph to the existing section:
The alternative method commonly known as "pole barn" or "laminated pole" type structures shall be limited to commercial buildings and accessory buildings only and not for residential dwelling units.

Section R105.2 is amended by deleting item 2 in its entirety.

Section R105.2 is amended by deleting item 5 in its entirety.

Table R301.2 (1) is amended by inserting:

GROUND SNOW LOAD	***30 psf***
WIND SPEED	***90 mph***
TOPOGROPHIC EFFECTS	***NO***
SEISMIC DESIGN CATEGORY	***A***
WEATHERING	***Severe***
FROST LINE DEPTH	***30 inches***
TERMITE	***Moderate to heavy***
WINTER DESIGN TEMP	***9 degrees***
ICE BARRIER UNDERLAYMENT REQUIRED	***No***
FLOOD HAZARDS	***December 8, 1976***
	November 2, 2012 ***FIRM panels, 29097CINDOC0C, 29097C0142E, 29097C0144E, 29097C0161E, 29097C0163E, 29097C0255E, 29097C0256E, 29097C0257E, 29097C0258E, 29097C0259E, 29097C0266E, , 29097C0267E, 29097C0268E, 29097C0269E, 29097C0276E, 29097C0277E, 29097C0278E, 29097C0279E, 29097C0283E, 29097C0284E, 29097C0285E, 29097C0286E, 29097C0287E, 29097C0288E, 29097C0295E***
AIR FREEZING INDEX	***500***
MEAN ANNUAL TEMP	***55 degrees F***

Section R403.1.1 is amended by adding wording: "All footings for residential construction are to be at least 16 inches in width and eight inches in thickness."

R403.1.6 Foundation anchorage. Replace "…anchor bolts spaced a maximum of 6 feet on center" with ***"anchor bolts spaced a maximum of four (4) feet on center".***

Section ***R 404.1.1.1 ~~R404.1.1~~*** Masonry foundation walls is amended to read as follows:
"*R 404.1.1.1 ~~R404.1.1~~* Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall also comply with the provisions of Section R404 and the applicable provisions of Sections R606, R607 and R608. In Seismic Design Categories D0, D1 and D2,

concrete masonry and clay masonry foundation walls shall also comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and R607.2.2. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

Regardless of the height of unbalanced backfill referenced in the tables, every masonry foundation shall have a minimum of one #4 reinforcing bar a maximum of every 4′ on center that is securely anchored in the supporting footing under the wall. The block cells that contain the reinforcing steel and the anchor bolts shall be filled with concrete. If the tables require more than this minimum, then the requirements of the tables shall apply."

Section R802.11 Roof tie-down. is amended to read by adding the following paragraph:
"All trusses and rafters shall be fastened to the supporting wall assembly by mechanical connections capable of providing the resistance required in Table R802.11. In no case shall the connections be made by solely toe-nailing."

Chapter 11 Energy Efficiency is deleted in its entirety and replaced with the Chapter 11 provisions of the 2006 International Residential Code.
Exception: The insulation requirement for floors shall not be required.

Section R3008 Backwater Valves is amended to read as follows:
"All plumbing fixtures shall be protected by a backwater valve installed in the building drain."

Section ***E3406.11.1*** ~~***E3306.10.1***~~*, Exception* is amended to read:
"Splices shall be permitted within surface-mounted raceways that have removable covers, subject to fill requirements."

Section ***E3608*** ~~***E3508***~~ shall be amended by adding the following paragraph at the beginning:
"The primary grounding electrode for all new construction shall be a concrete-encased electrode as defined by section ***E 3608.1.2*** ~~**E3508.1.2**~~."

Sec. 26-68. - Mechanical code adopted.

The ***2012*** ~~**2006**~~ Edition of the International Mechanical Code including Appendix Chapters A, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and controlling the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-69. - Amendments to the International Mechanical Code.

The mechanical code adopted by section 26-68 of this article is hereby amended, altered, and changed as follows:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 106.5.2 is amended to read as follows:
106.5.2 Fee Schedule: The permit fees for all mechanical work shall be as indicated in section Article IV of Chapter 26 of the Joplin City Code.

Section 106.5.3, Fee Refunds, is deleted.

Section 108.4 is amended to read as follows:
108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof, or who shall install mechanical work in violation of an approved plan or directive of the Building Official or his designee or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any mechanical work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-70. – Fuel and Gas Code adopted.

The ***2012*** ~~**2006**~~ Edition of the International Fuel Gas Code including Appendix Chapters A, B, C, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and governing fuel gas systems and gas fired appliances in the city. Not less than three copies of said code as supplemented or amended, duly certified, have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this chapter.

Sec. 26-71. - Amendments to the International Fuel and GasCode.

The Fuel Gas Code adopted by section 26-70 of this article is hereby amended, changed, and altered, as follows:

Section-101.1. Insert: [City of Joplin].

Section ***106.6.2*** ~~***106.5.2***~~. Insert: [Fee schedule from Article IV of Chapter 26 of the Joplin City Code].

Section ***106.6.3*** ~~***106.5.3.***~~ Delete provision number 2 and number 3.

Section 108.4 is hereby amended to read as follows:

108.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is hereby amended to read as follows:

108.5 Stop work orders: Any person who shall continue any fuel gas work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-72. - Plumbing code adopted.

The ***2012*** ~~**2006**~~ Edition of the International Plumbing Code including Appendix Chapters B, ***C,*** D, E, F, ~~***G,***~~ as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing plumbing. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-73. - Amendments to the International Plumbing Code.

The plumbing code adopted by section 26-72 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: [City of Joplin, ***Missouri***].

Section 106.6.2 is amended to read as follows:

106.6.2 Fee Schedule. The permit fees for all plumbing work shall be as indicated in Article IV of Chapter 26 and 118-235 of the Joplin City Code.

Section 106.6.3, Fee Refunds, ***is deleted***. ~~Paragraphs numbered 2 and 3 are deleted.~~

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any plumbing work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 701.2 is added to read as follows:

701.2.1 ~~701.2~~ **Sewer** Required: See **Section *118-83* ~~118-81~~,** et seq., of the Joplin City Code pertaining to availability of sanitary sewer.

Section 715 is amended to read as follows:

715.1 Sewage backflow: All plumbing fixtures shall be protected by a backwater valve installed in the building drain.

*Section **903.1 ~~904.1~~*** is amended by inserting: [12 inches].

Sec. 26-74. - Electrical code adopted.

The **2011 ~~2008~~** Edition of the National Electrical Code for electrical wiring and apparatus as recommended by the National Fire Protection Association, as supplemented or amended, is hereby adopted and made a part hereof by reference. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec 26-79- Existing Building Code Adopted

The 2012 Edition of the International Existing Building Code including appendix B as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing energy conservation requirements. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 28-80. – Amendments to the Existing Building Code

The Existing building code adopted by section 26-79 of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting [City of Joplin, Missouri]

Section 113.4 is hereby amended to read as follows:

113.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 106.4 is hereby amended to read as follows:

106.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code."

Section 2. This ordinance shall become effective on November 10, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-362
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015-362
2) Attachment A

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of the adoption of the 2012 ICC Building Codes and the 2011 National Electrical Code along with appendix sections and amendments with an effective date of November 1, 2015.

Summary: The City of Joplin updates its Building Codes approximately every six (6) years. Our last update of the codes took place in 2008, at which time the 2006 editions of the International Codes was adopted. At this time we are proposing to adopt the 2012 editions of the International Codes, and the 2011 edition of the National Electrical Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens. This Council Bill adopts the following Codes:

1. **2012 International Building Code** addresses design and installation of building systems with requirements that emphasize performance.

2. **2012 International Residential Code** brings uniformity to construction of one and two-family dwellings and townhouses up to three stories.

3. **2012 International Plumbing Code** sets minimum standards for fixtures, piping, fittings, and devices, as well as design and installation methods for water supply, sanitary drainage, and storm drainage.

4. **2012 International Mechanical Code** comprehensively regulates mechanical systems and equipment including heating, ventilation, air-conditioning, exhaust systems, chimneys and vents, ducts, appliances, boilers, water heaters, refrigeration, hydronic piping, and solar systems.

5. **2012 International Fuel and Gas Code** sets standards for fuel gas systems and gas fired appliances using prescriptive and performance related provisions.

6. **2011 Edition of the National Electrical Code** regulates the installation of fixtures, wiring, panels, etc., and the distribution of electrical power within all structures.

7. **2012 International Existing Building Code** is intended to provide alternative approaches to remodeling, repair or alteration of existing buildings. This code allows for options for controlled departure from full compliance with the International Codes dealing with new construction, while maintaining basic levels for fire prevention, structural and life safety features of the rehabilitated building. The City has not adopted this code in the past. However, we have adopted the International Building Code Chapter 34, which is excerpted from this code. By adopting the full code, we can take advantage of all of the referenced materials in the code and continue to look at our existing and historic buildings to lessen the financial burden of restoration without a reduction in the life safety aspects of those buildings.

A summary of changes that may be of interest is attached hereto as Attachment A.

Recommendation: Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2015-364 ORDINANCE NO.

AN ORDINANCE amending Chapter 58, Fire Prevention and Protection, by repealing and enacting a new Section 58-1, Bonfires and outdoor rubbish fires, and by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 58, Fire Prevention and Protection, Article I, In General, Section 58-1, be repealed, and a new Chapter 58, Fire Prevention and Protection, Article I, In General, Section 58-1, be enacted to read as follows:

"Sec. 58-1. - Bonfires and outdoor rubbish fires.

No person shall light, kindle or maintain any residential vegetative waste fire or a recreational bonfire, or authorize any open burning, without a permit from the fire chief or his designee.

(1) Such permitted fires shall be limited to piles in size as follows:

a. On any residential lot less than ¾ acre in size, the size of any pile shall be less than three feet in diameter by two feet high.

b. On any lot of ¾ acre or more in size but less than five acres, the size of any piles shall be less than 12 feet in diameter by six feet high and must have clearance of at least 200 feet from any structure.

c. Burning is allowed during daylight hours only.

(2) Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee only upon the following conditions:

a. Any person wishing to conduct a burn related to land clearing must submit a detailed plan for the burn site with 24-hour contact information for the supervisor of the burn site.

b. Such a person must also obtain a permit from the Missouri Department of Natural Resources prior to receiving any permit from the City of Joplin.

c. Such a person must obtain an operation permit from the City of Joplin for each three days which the burn will be operating. The permit fee shall be fifty $50.00 per each three-day period.

d. Only burns using air curtain destructors shall be allowed.

e. Such a person must insure that the burn is supervised by at least one person continuously when the burn is active.

f. Such person must insure that a method of completely extinguishing the burn is present on-site at all times the burn is active.

g. No such permit shall issue unless proper clearance is present. For purposes of this article proper clearance shall be at least 300 yards from any structure or paved roadway.

(3) Burning of vegetative waste material or rubbish for disposal or warming during construction, demolition of buildings or structures is strictly prohibited. Exceptions will be made for contained outdoor cooking fires, barbeque or smoking fires within approved grills, smokers, spits, fire pans, chimneys or outdoor fireplaces.

(4) The fee for a burn permit is set out in section 58-68 of this Code."

Section 2. That Chapter 58, Fire Prevention and Protection, Article II, Fire Prevention Code, Division 2, International Fire Code, be repealed, and a new Chapter 58, Fire Prevention and Protection, Article II, Fire Prevention Code, Division 2, International Fire Code, be enacted to read as follows:

"Division 2. International Fire Code

Sec. 58-51. - Adopted.

The ~~**2006**~~ **2012** Edition of the International Fire Code and appendices B, C, D, F, G, **& I**, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 58-52. - Definitions.

(a) Whenever the word "municipality" is used in the fire prevention code adopted by this division, it shall be held to mean the city.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

Sec. 58-53. - Amendments.

The fire prevention code adopted by the provisions of this division is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Joplin & R1, R2, R4 occupancies.

Section ~~***109.3***~~ **109.4** is amended by inserting: [Misdemeanor, $500.00, 100 days].

Section 111.4 is amended by inserting: [$25.00, $500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance Section 58-1 of the City of Joplin, Code of Ordinances.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance Section 106-137 of the City of Joplin, Code of Ordinances."

Section ~~***3301.1***~~ **5601.1** is amended to read as follows: "The provisions of this chapter and Ordinances 58-62 and 58-63 of the City of Joplin, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Chapter 80 Referenced Standards

Section NFPA ~~**72-10**~~ is amended to **72-13**

Sec. 58-54. - Enforcement.

The fire prevention code shall be enforced by the bureau of fire prevention.

Sec. 58-55. - Violations; penalty.

(a) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty set out in subsection (a) of this section shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 58-56. - Modifications.

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The particulars of such modification or variance, when granted or allowed, and the decision of the fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

Sec. 58-57. - New materials, processes or occupancies requiring permits.

The building board of appeals, with the fire chief or his designee and the chief building official, shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

Sec. 58-58. - Appeals.

Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the building board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the building board of appeals to the Joplin City Council within 30 days from the date of the building board decision.

Sec. 58-59. - Reserved.

Sec. 58-60. - Geographic Limits.

That the geographic limits referred to in certain sections of the ~~**2006**~~ **2012** International Fire Code are hereby established as follows:

Section ~~***3404.2.9.5.1***~~ ***5704.2.9.6.1*** The storage of Class I and Class II liquids in above-ground tanks (exceeding 660 gallons) outside of buildings is prohibited in the City limits of Joplin, Missouri.

Section ~~***3804.2***~~ **6104.2** The storage of liquefied petroleum is restricted for protection of heavily populated or congested areas in the City limits of Joplin, Missouri.

Section ~~***3301***~~ **5601**The storage of explosives shall be restricted and comply with provisions set forth in Chapter ~~**33**~~ **56** of the International Fire Code.

Section ~~*3301.1.3*~~ **5601.3** Possession, manufacture, storage, sale, handling, and use of fireworks shall be in accordance with Chapter ~~**33**~~ **56** of the International Fire Code and all Joplin City ordinances pertaining to fireworks.

Sec. 58-61. - Reserved.

Sec. 58-62. - Routes for vehicles transporting explosives and blasting agents.

The routes for vehicles transporting explosives and blasting agents are hereby established as designated by the traffic engineer.

Sec. 58-63. - Routes for vehicles transporting hazardous chemicals or other hazardous materials.

Vehicles transporting hazardous materials and chemicals shall be routed to avoid congested traffic in densely populated areas. The routes referred to in this section are to be established as designated by the traffic engineer.

Sec. 58-64. - Compliance with fireworks regulations.

Notwithstanding the provisions of the ~~**2006**~~ **2012** International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 58-65 through 58-67 relative to fireworks and devices of like character.

Sec. 58-65. - Possession and use of fireworks generally.

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, 1.4G (formerly known as Class C) or 1.3 G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) In addition, no person at any time, shall set off, ignite, discharge or use, or possess for such purpose, Chinese lanterns or sky lanterns within the city or any of the city parks. For the purpose of this section, Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

~~**(c)**~~ **(d)** The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

Sec. 58-66. - Sale of fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $50.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps, and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE

Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets **or Chinese lanterns** within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

~~(c)~~ **(d)** The Fire Chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the Fire Chief's order.

~~(d)~~ **(e)** *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

~~(e)~~ **(f)** *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67

Sec. 58-67. - Public displays of fireworks.

Public displays of 1.3G and 1.4G fireworks shall be allowed for outdoor displays and proximate audience displays provided that the promoter desiring to put on such public display shall first receive an operational permit from the fire chief or his designee allowing such display and specifying the nature thereof and the time and the place in which it is to take place, submit copies of Missouri State shooters license, and submit copy of $1,000,000.00 surety bond or insurance. Public displays shall be under the supervision of the fire chief or his designee, and subject to provisions of the ~~2006~~ **2012** International Fire Code Section ~~3308~~ **5608** and applicable sections of Joplin City Ordinances. Displays shall have at least one fire department truck and appropriate personnel standing by on site for the duration of the display plus one hour for safety checks. Cost of fire department stand-by shall be at the promoter's expense.

Sec. 58-68. - Schedule of fees.

The following is a schedule of the fire department permit fees:

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

a. Fire commercial plan review fee shall be .00025 multiplied by the value of the project, with a maximum cap of $2,000.00 per plan review effective June 1, 2008. The fire plan review fee shall be .0005 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review effective June 1, 2009. The fire plan review fee shall be .00075 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review effective June 1, 2010.

1. The value of the project in this section shall be computed by one of the following methods and approved by the fire marshal.

a) Provided by the person applying for the permit and verified by the fire marshal.

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

b. Sprinkler/standpipe plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. Alarm system plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

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

a. *Operational permit fees.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the fire marshal at any time for cause. Operational permits shall be $50.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction permit fees.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the fire marshal at any time for cause. Construction permits shall be $100.00 each.

(3) *Burn permit fees.*

a. *General burn permit fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than three feet diameter by two feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

b. Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee. The permit fee shall be fifty $50.00 per each three-day period and must be compliant with all conditions stated in Sec. 58-1 (2)

(4) *Reinspection fees.*

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

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

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

(5) *Firework stand fees.*

a. $50.00 per calendar year as referenced in section 58-66

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

Section 3. This ordinance shall become effective on November 10, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-364
Originating Department: BUILDING REGULATIONS

Attachments: Council Bill No. 2015-364

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Fire Chief: James Furgerson

Recommended Action: Approval of the adoption of the 2012 International Fire Code.

Summary: The City of Joplin updates our Building Codes approximately every six (6) years. Our last update of the fire code took place in 2008, at which time the 2006 edition of the International Fire Code was adopted. At this time we are proposing to adopt the 2012 edition of the International Fire Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens. This Council Bill adopts the following Code:

1. **2012 International Fire Code**, with coordination with the International Building Code, references national standards to comprehensively address fire safety in new and existing buildings.

Recommendation: Staff recommends approval of this Council Bill.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 19, 2015
Council Bill No. 2015-157
Item: Award of Construction Contract for the CDBG DR II Bartlett Addition Interceptor Sewer Line Replacement Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2015-157

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

Recommended Action: Approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $559,688.00 for the CDBG DR II Bartlett Addition Interceptor Sewer Line Replacement Project.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sewer system and prepare plans and bid documents for projects that include reconstruction of the sanitary sewer system within the recovery area. This is the second construction contract and this work includes replacement of the Bartlett addition interceptor sewer which is 40 years old. Funding for this project will come from the CDBG-DR-II grant.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on September 29, 2015 with 5 firms bidding and Rosetta Construction Co., Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $559,688.00 for CDBG DR II Bartlett Addition Interceptor Sewer Line Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 157 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction L.L.C. in the amount of Five Hundred Fifty Nine Thousand Six Hundred Eighty Eight and no/100 Dollars ($559,688.00) for the Bartlett Addition Interceptor Sewer Line Replacement Project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

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

Section 1. That the contract be awarded with Rosetta Construction L.L.C. in the amount of Five Hundred Fifty Nine Thousand Six Hundred Eighty Eight and no/100 Dollars ($559,688.00) for the Bartlett Addition Interceptor Sewer Line Replacement Project in the City of Joplin, Missouri

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $559,688.00 from the Community Development Block Grant Fund, Account Number 415-4542-540-8680 Project GFCDII.

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

Section 5. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Rosetta Construction L.L.C.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2015-2016 budget.

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

_____, 2015, by a _____ vote.

_____

Michael L. Siebert, Mayor

ATTEST:

_____

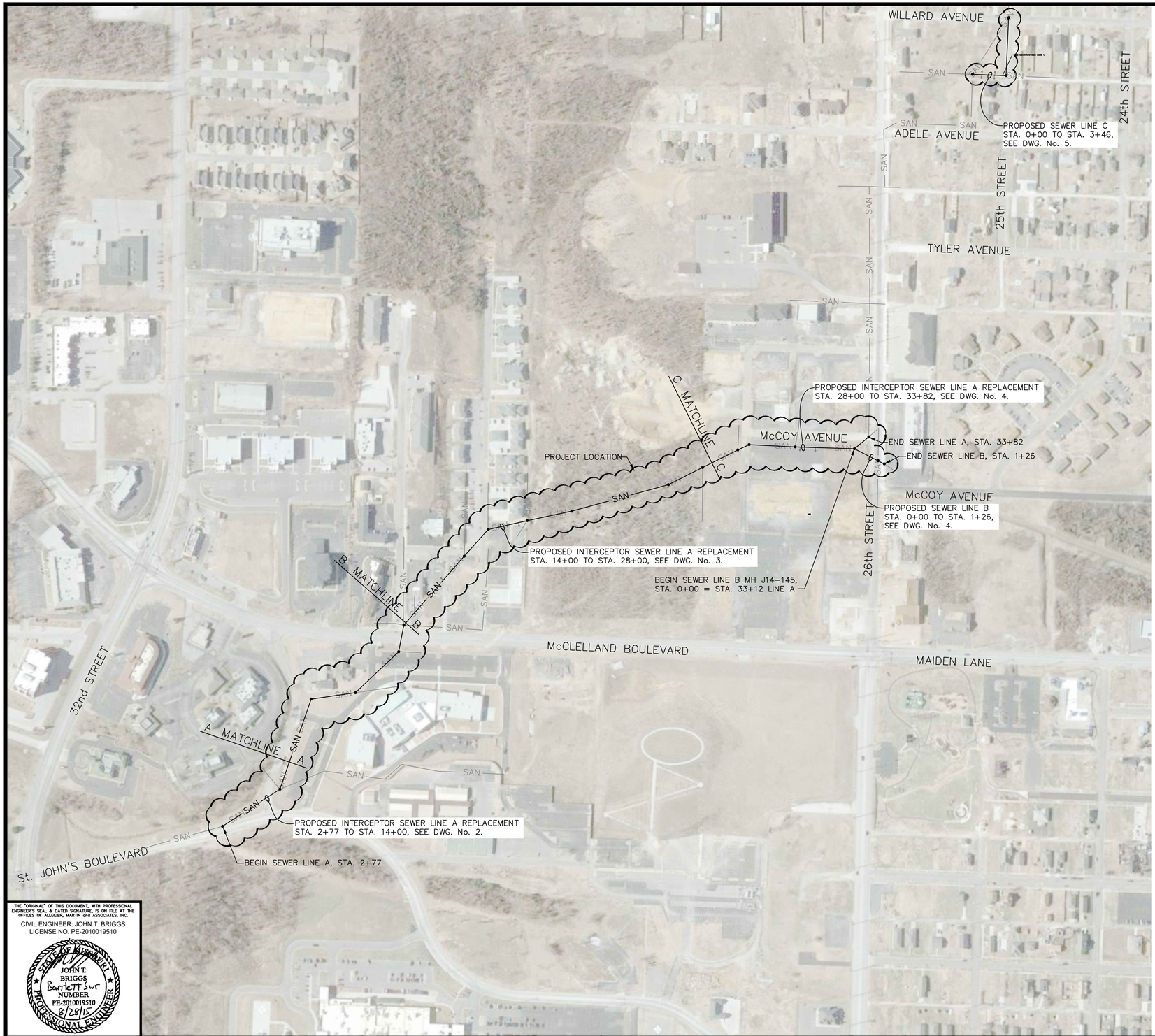
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z:\Joplin MO\City of Joplin\Wastewater\CDBG San. Sewer 2014\Drawings\Bartlett Addition Public (32nd and McIntosh)\01 (overall).dwg, 01, 8/28/2015 9:14:04 AM, Mjones



SPECIAL NOTES – EXISTING LINE REPLACEMENT AREAS:

1. PORTIONS OF PROPOSED REPLACEMENT SEWER ARE TO BE INSTALLED IN THE SAME TRENCH AS THE EXISTING SEWER. PROPOSED SEWER TO BE INSTALLED AS EXISTING SEWER IS REMOVED. EXISTING SEWER AND ASSOCIATED CASING, CONCRETE ENCASEMENT, ETC. SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR. SEE PLAN AND PROFILE DWG's FOR FLOW LINE ELEVATIONS.
2. FLOW LINE OF EXISTING SEWER IS SHOWN ON PROFILES AS A SHADED DASHED LINE. WHERE NO SHADED DASHED LINE IS SHOWN, FLOW LINE OF PROPOSED REPLACEMENT SEWER MATCHES THAT OF EXISTING SEWER.
3. UNLESS NOTED OTHERWISE ON PLAN AND PROFILE DWG.'S, PROPOSED MANHOLES TO BE INSTALLED AT THE SAME LOCATIONS OF EXISTING MANHOLES. EXISTING MANHOLES SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR.
4. ALIGNMENT OF PROPOSED REPLACEMENT SEWER IS TO FOLLOW THAT OF EXISTING SEWER. STATIONING AND DEFLECTION ANGLES SHOWN ON PLAN AND PROFILE DWG's MAY HAVE TO BE ADJUSTED IN THE FIELD IN ORDER TO FOLLOW EXISTING ALIGNMENT.
5. IN AREAS WHERE THE EXISTING SEWER LINE OR MANHOLES ARE TO BE REMOVED AND REPLACED WITH THE EXISTING SEWER "LIVE", CONTRACTOR SHALL UTILIZE ALL METHODS, TECHNIQUES AND EQUIPMENT NECESSARY TO MAINTAIN UNRESTRICTED FLOW OF WASTEWATER DURING CONSTRUCTION. THE CONTRACTOR SHALL NOT ALLOW WASTEWATER TO OVERFLOW FROM MANHOLES OR OPEN TRENCHES ONTO THE GROUND SURFACE OR INTO WATERWAYS. ALL WASTEWATER SHALL EITHER BE DIRECTED THROUGH THE TRENCH TO THE DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE, OR AROUND THE OPEN TRENCH TO DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE BY PORTABLE, TEMPORARY PUMPING SYSTEMS.
6. CARE SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT SURFACE RUNOFF FROM ENTERING SEWER LINES VIA OPEN TRENCH EXCAVATIONS.
7. THE AMOUNT OF TRENCHING OPENED IN A DAY SHALL NOT EXCEED THE FOOTAGE OF SEWER LINE THAT CAN BE REMOVED AND REPLACED THAT DAY. NO PIPE GAPS BETWEEN SECTIONS OF EXISTING AND REPLACEMENT SEWER LINES SHALL BE ALLOWED TO REMAIN UPON COMPLETION OF A DAY'S WORK.
8. IN AREAS WHERE SEWER IS INSTALLED "LIVE", EACH MANHOLE-TO-MANHOLE SECTION OF REPLACEMENT SEWER SHALL BE INDIVIDUALLY AIR TESTED, PER SPECIFICATIONS, IMMEDIATELY UPON INSTALLATION. UPON SATISFACTORY COMPLETION OF THE AIR TEST, CONTRACTOR SHALL COMPLETE THE CONNECTION OF EXISTING SEWER MAINS CONNECTED TO THE REPLACEMENT SEWER.
9. ALL EXISTING ACTIVE SERVICE TAPS SHALL BE RECONNECTED TO NEWLY INSTALLED SEWER MAIN UPON SATISFACTORY COMPLETION OF AIR TEST.

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
3. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
4. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
5. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONSTRUCTION PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY AN OUTSIDE PARTY.
6. CONTRACTOR SHALL REMOVE, PRESERVE AND REPLACE ALL SIGNS, MAIL BOXES AND FENCES WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
7. ALL TRAFFICWAYS INCLUDING DRIVEWAYS, ALLEYWAYS AND SIDEWALKS SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
8. ALL CONSTRUCTION AND EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, RIGHT-OF-WAY AND / OR WORK AREA LIMITS AS SHOWN ON DRAWINGS.
9. LOCATIONS OF EXISTING UTILITIES AS SHOWN ON PLANS ARE APPROXIMATE, LOCATED WITH INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL CONTACT ALL UTILITIES PRIOR TO EXCAVATION, AND SHALL BE RESPONSIBLE FOR THE EXACT LOCATION AND PRESERVATION OF ALL BURIED UTILITY LINES. UTILITY LOCATING SERVICE, SUCH AS MISSOURI DIG-RITE, SHALL BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
10. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITY WITH ALL UTILITY CO.'s, MISSOURI AMERICAN WATER COMPANY, MISSOURI GAS ENERGY, AND THE CITY OF JOPLIN.
11. ALL SURFACES (CONCRETE, ASPHALT, GRAVEL OR DIRT) AND THEIR APPURTENANCES (CURBS, CULVERTS, ETC.) DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS PER PLANS AND SPECIFICATIONS. CONTRACTOR SHALL OPEN CUT AND REPLACE PAVEMENT ON STREET AND DRIVE CROSSINGS PER SPECIFICATIONS AND STANDARD DRAWING DETAILS, EXCEPT AS NOTED ON THE PLANS WHERE BORES SHALL BE REQUIRED. EACH DRIVE SURFACE CROSSED SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES, UNLESS APPROVED BY THE CITY OF JOPLIN PRIOR TO START OF CONSTRUCTION.
12. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE, PLACE AND MAINTAIN ALL BARRIERS (CONES, BARRELS, ETC.) AND SAFETY PERSONNEL (FLAGMEN) AS NECESSARY FOR A SAFE WORKING ENVIRONMENT.
13. IN AREAS WHERE PROPOSED SEWER LINE IS PLACED CLOSE TO EDGE OF ROADWAY, CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS OF ANY DAMAGE OR RUTTING TO EXISTING PAVEMENT MADE BY CONSTRUCTION EQUIPMENT. UPON PROJECT COMPLETION, EXISTING PAVEMENT SHALL BE OF EQUAL TO OR BETTER CONDITION OF THAT IN EXISTENCE PRIOR TO BEGINNING.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKING REQUIRED TO COMPLETE THE PROJECT.
15. CONTRACTOR SHALL EXERCISE CAUTION TO GUARD AGAINST THE DEGRADATION OF THE WATERS OF THE STATE DUE TO CONSTRUCTION RELATED POLLUTANTS (SILT, DEBRIS, AND PETROLEUM PRODUCTS).
16. ALL EXISTING ACTIVE SERVICE LATERAL TEES LOCATED ON EXISTING LINES THAT ARE TO BE REPLACED SHALL BE RECONNECTED TO MAIN LINE, PER SPECIFICATIONS.
17. IN SOME LOCATIONS MULTIPLE UTILITIES ARE LOCATED IN EXTREMELY CLOSE PROXIMITY TO THE SEWER LINES TO BE REPLACED AS PART OF THIS PROJECT. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO THESE OTHER EXISTING UTILITIES. IN THE EVENT ANY OTHER UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE RESPECTIVE UTILITY AND MAKE EVERY ATTEMPT TO KEEP INTERRUPTION OF SAID UTILITY SERVICE TO A MINIMUM. ALL COST ASSOCIATED WITH DAMAGE TO OTHER UTILITIES AND THEIR SUBSEQUENT REPAIRS DUE TO CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BY-PASS PUMPING OR OTHER METHODS TO KEEP SEWER LINE IN SERVICE AT ALL TIMES DURING THE PROJECT.

GRAPHIC SCALE

200 0 100 200 400

(IN FEET)

LEGEND

- SAN —— PROPOSED GRAVITY SEWER LINE
- SAN —— EXISTING SANITARY SEWER LINE
- PROPOSED MANHOLE
- EXISTING SEWER LATERAL

Know what's below. Call before you dig.

THE "ORIGINAL" OF THIS DOCUMENT, WITH PROFESSIONAL ENGINEER'S SEAL & DATED SIGNATURE, IS ON FILE AT THE OFFICES OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CIVIL ENGINEER: JOHN T. BRIGGS
LICENSE NO. PE-2010019510

STATE OF MISSOURI
JOHN T. BRIGGS
Bartlett Snr
NUMBER PE-2010019510
8/26/15
PROFESSIONAL ENGINEER

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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

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

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	MHJ
CKD BY:	GDW
APD BY:	JTB
DATE:	AUGUST, 2015

PROJECT
OVERALL SITE PLAN
BARTLETT ADDITION INTERCEPTOR SEWER LINE REPLACEMENT

PLAN NO:

SHEET 1

BID TABULATION

PROJECT: Bartlett Addition Interceptor Sewer Line Replacement
DATE OF BID OPENING: September 29 , 2015

CONTRACTOR	BID
Rosetta Construction	559,688.00
Southard Construction	574,635.29
Bennett Inc.	852,878.00
Sapulpa Digging Inc	935,675.50
Flat Creek Excavating LLC	1,535,107.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 19, 2015
Council Bill No. 2015-158

Item: Work Authorization AMA-DR2AP1-3 with Allgeier, Martin & Associates Inc. for Design and Construction Management for Sanitary Sewers in the Recovery Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-158

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

Recommended Action: Approval of Work Authorization AMA-DR2AP1-3 with Allgeier, Martin & Associates Inc. in the not to exceed the amount of $784,000.00 for Design and Construction Management for Sanitary Sewers in the Recovery Area.

Background: In August of 2014, Council Bill 2014-157 was approved authorizing the execution of a contract with the firm of Allgeier, Martin & Associates, Inc., for the purpose of providing professional engineering services related to the design and construction management of all sanitary sewer repairs, reconstruction and replacement within the recovery zone. Funding for this contract was identified as coming from the Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant – Disaster Recovery – Round 2 funding appropriation received by the City of Joplin in May of 2013.
This third work authorization with Allgeier, Martin & Associates, Inc., is for the design, bidding, and construction services for the next phase of reconstruction or replacement of the sanitary sewer system within the recovery zone, and for design, bidding, and construction services of several interceptor sewer replacement projects.

Discussion: With HUD approval of the latest Partial Action Plans a total of $20 million will have been approved for Sanitary Sewer Design and Construction. As was outlined in Council

Bill 2014-157, additional work authorizations would be forth coming as the funding became available – this Council Bill is the third work authorization for Allgeier, Martin & Associates, Inc. and is for a not-to-exceed amount of $784,000.00.

Recommendation: Staff recommends approval of a Work Authorization AMA-DR2AP1-3 with Allgeier Martin & Associates Inc. in the not to exceed the amount of $784,000.00 for Design and Construction Management for Sanitary Sewers in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-158 ORDINANCE NO.

AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for Seven Hundred Eighty Four Thousand and no/100 Dollars ($784,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Recovery Area and containing an emergency clause.

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

Section 1. Approval of agreement for Allgeier Martin & Associates Inc. for Seven Hundred Eighty Four Thousand and no/100 Dollars ($784,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Recovery Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: CHRIS ERISMAN, P.E.	
Department: **Public Works Department**		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-DR2AP1-3
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 AMA-DR2AP1-3 exceed the sum of Seven Hundred-Eighty Four Thousand and No/100 Dollars ($784,000.00).

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 interests of the City of Joplin

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2014, 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: August 10, 2015

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR2AP1-3 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR2 Funding)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the other Consulting firms responsible for other improvement aspects of the overall project as well as the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Bidding and Construction Phase Engineering for sanitary sewer renovation project number three as anticipated for the remainder of the Phase One Renovation project not included in other work authorization agreements.

1.1.3.3 Resident Construction Representation Phase services for sanitary sewer renovation project number three and the Maiden Lane Renovation project as anticipated for the remainder of the Phase One Renovation Project not included in other work authorization agreements. It is estimated that approximately 71,000 LF of sanitary sewer main total and associated manholes will be renovated as part of this Phase One project. Services will be provided full time with an estimated total Phase One construction duration of 15 months.

1.1.3.4 Bidding and Construction Phase Engineering for the Bartlett Interceptor Sewer Replacement project.

1.1.3.5 Bidding and Construction Phase Engineering for the Shoal Creek Public Extension, Blendville Addition Public and 23rd Street Public Interceptor Sewer replacement project.

1.1.3.6 Resident Construction Representation Phase services for the Bartlett Interceptor Sewer replacement project and for the Shoal Creek Public Extension, Blendville Addition Public and 23rd Street Public Interceptor Sewer replacement project. Services will be provided full time with an estimated total Phase One construction duration of 10 months.

1.1.3.7 Design of the existing West 12th/Harmony Heights Interceptor Sewer replacement/upgrades project. This project will consist of the replacement and capacity upgrade of approximately 1,850 LF of 8" diameter, 2,150 LF of 10" diameter and 2,250 LF of 15" diameter gravity sewer mains along with approximately 25 manholes. The project is anticipated to begin in the vicinity of 14th Street and Iowa Avenue, then south to near 20th Street and Iowa Avenue, then along 20th Street east to Indiana Avenue and then generally southeast along and near a drainageway to just west of Kansas Avenue and 26th Street.

1.1.3.8 Design of the existing 20th street manhole relocations from Main Street to near Texas Avenue. This project will consist of relocating a majority of the existing sanitary sewer manholes that are underneath the 20th street pavement to outside of the 20th street right-of-way, where determined feasible.

1.1.3.9 Coordination of the tasks included within this Agreement with other City Consultants designing CDBG infrastructure improvements within the project area as well as other City Consultants designing infrastructure improvements utilizing State funding near the project area; with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant; and with the project schedules of each said infrastructure improvement consultant. This service will also include maintaining and modifying the overall project strategy previously developed.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for projects described in paragraphs 1.1.3.7 and 1.1.3.8:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.3 Evaluate drainage areas and known future land uses for areas in which existing sanitary sewer lines are to be replaced and considered for upgrades in capacity to calculate a size for new replacement sanitary sewer mains in those areas. Future land uses may need to be determined based upon Engineering judgment and known information as to future development plans known by OWNER and OWNER's representatives.

1.2.4 Consult with OWNER's representatives regarding the preferred rehabilitation and replacement alternatives.

1.2.5 Obtain topographic survey data and field information relative to existing facilities to the extent necessary for design of sewer replacement projects. Coordinate with other firms for the scheduling of other infrastructure improvement projects planned for the respective project areas.

1.2.6 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.7 Investigate existing rights-of-way and easement boundaries along project route. It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements.

1.2.8 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.9 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.10. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.13. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Community Development Block Grant (CDBG) program.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for projects described in paragraphs 1.1.3.2, 1.1.3.4 and 1.1.3.5, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as

OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12. Assist OWNER with providing documentation to OWNER’s representatives for CDBG reimbursement requests, including breakdown of amount of funds spent in low to moderate income (LMI) areas. LMI area limits shall be provided by OWNER for use in this calculation.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 Evaluation of CCTV data obtained in the field at the various stages of sanitary sewer line renovation projects.

1.3.16 Develop and maintain spreadsheets to track project progress in regard to field tasks completed and funds expended on the project.

1.3.17 Schedule, attend and administer project progress meetings. Progress meetings shall be scheduled as determined necessary by the ENGINEER and may be held as frequently as monthly based upon the perceived progress being made on the proposed work, scheduling and expenditure of available funds by the respective project contractor.

1.3.18 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.17, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.4.4 Evaluation of CCTV data obtained in the field at the various stages of sanitary sewer line renovation projects.

1.5 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.9:

1.5.1 Attend regularly scheduled project meetings for coordination with OWNER and other consultants designing CDBG infrastructure improvements within the project area as well as other Consultants designing infrastructure improvements utilizing State funding near the project area.

1.5.2 Coordination with utility companies.

1.5.3 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.5.4 Coordination with the project schedules of each infrastructure improvement consultant identified in paragraph 1.5.1.

1.5.5 Development and maintenance of a project schedule in Microsoft Project.

1.5.6 Tracking of Engineering time expended in providing services in Low to Moderate Income (LMI) areas, separate from the remaining areas within the project boundaries.

1.5.7 Maintaining and updating the previously developed sanitary sewer project strategy consisting of anticipated project schedules and associated project cost projections.

1.5.8 The fee established in Section 3 for services included in section 1.5 – Project Coordination, shall cover expenses for this service associated with the tasks included within this Agreement, however, due to some uncertainty as to how much time will actually be expended to complete these services, an amendment to this work authorization may be determined necessary to account for actual time expended.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

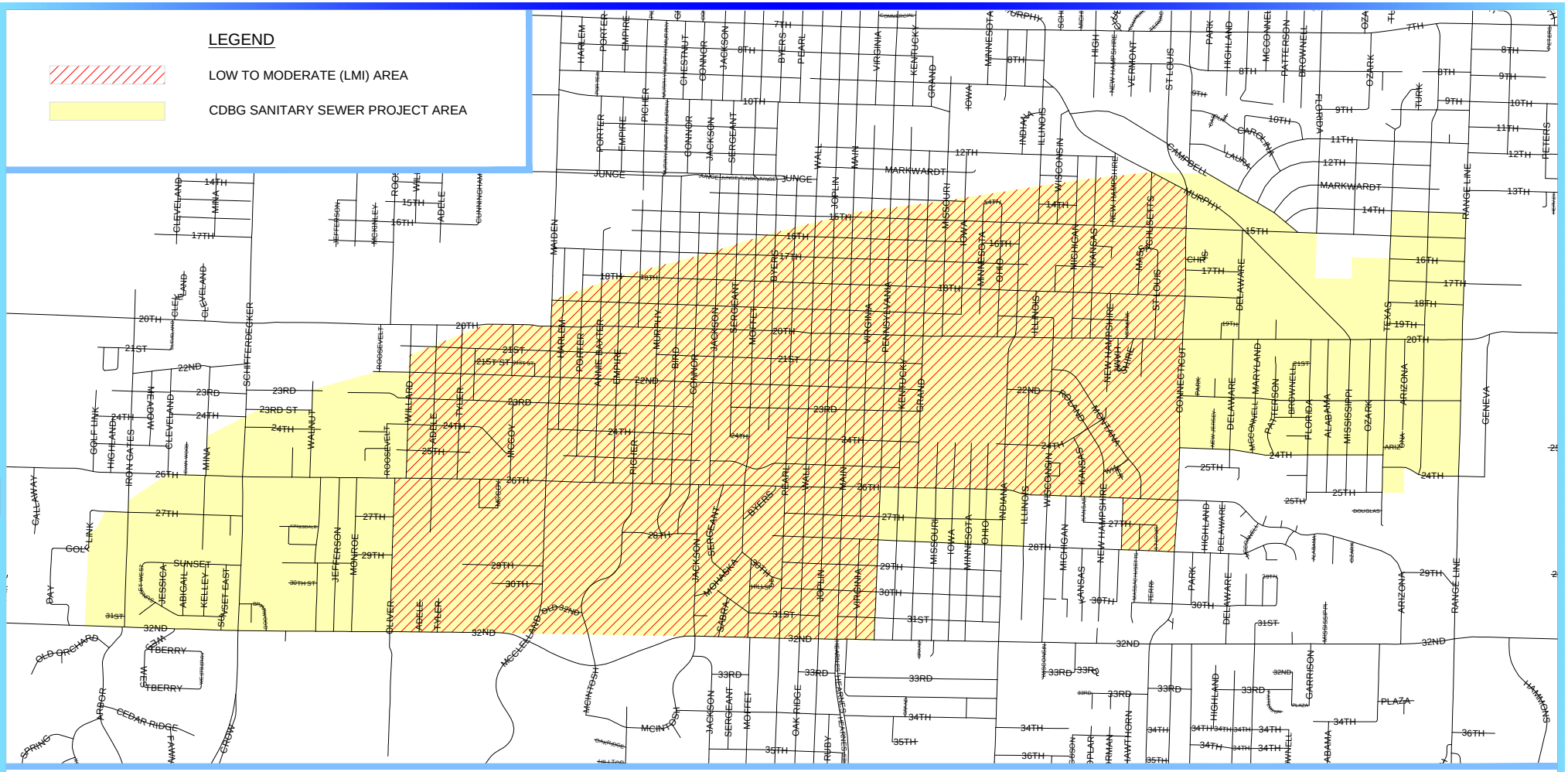
2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Schedule: 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 for this Work Authorization scope of work shall be completed no later than October 1, 2017.

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: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $784,000, as set forth in Work Authorization Number AMA-DR2AP1-3 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Bidding and Construction Phase Engineering Services for Renovation Project Number Three (Paragraphs 1.1.3.2 and 1.3)	$121,000
Full Time Resident Project Representation Services for Renovation Project Number Three and the Maiden Lane Renovation Project (Paragraphs 1.1.3.3 and 1.4)	$174,000
Bidding and Construction Phase Engineering Services for the Bartlett Interceptor Replacement Project (Paragraphs 1.1.3.4 and 1.3)	$56,000
Bidding and Construction Phase Engineering Services for the Shoal Creek Public Extension/Blendville Addition Public/23rd Street Public Interceptor Replacement Project (Paragraphs 1.1.3.5 and 1.3)	$68,000
Full Time Resident Project Representation Services for the Bartlett Interceptor Replacement Project and the Shoal Creek Public Extension/ Blendville Addition Public/23rd Street Public Interceptor Replacement Project (Paragraphs 1.1.3.6 and 1.4)	$200,000
Design of West 12th/Harmony Heights Interceptor Sewer Line Replacement (Paragraphs 1.1.3.7 and 1.2)	$80,000
Design of 20th Street Manhole Relocations (Paragraphs 1.1.3.8 and 1.2)	$60,000
Project Coordination (Paragraphs 1.1.3.9 and 1.5)	$25,000
Total Estimated Maximum Fee	$784,000



ATTACHMENT NUMBER ONE TO EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

CDBG SANITARY SEWER PROJECT BOUNDARY
JOPLIN, MISSOURI

ATTACHMENT NUMBER ONE TO EXHIBIT A

ATTACHMENT NUMBER TWO

RATE SCHEDULE
2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Principal/Engineer II	$145	$150
Principal/Engineer I	$130	$135
Designer III/GIS Specialist	$120	$124
Designer/Technician III	$100	$104
Designer/Technician II	$88	$92
Designer/Technician I	$82	$86
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$185	$190
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$82	$86
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$88	$92
Construction Inspector I	$81	$84
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier, Martin & Associates P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Co — 20494 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1063177216	12/08/2014	12/08/2015	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liab			AEH008212765	10/07/2014	10/07/2015	Per Claim Aggregate		2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work Authorization Number AMA-DR2AP1-3
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER **CITJO01**

City of Joplin
Attn Public Works Department
602 South Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristi Becker

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City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 19, 2015

ITEM: COUNCIL BILL NO. 2015-528
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Budget Summary for the FY 2016 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation 2) Budget Reconciliation-Proposed to Adopted

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

INTRODUCTION:
This Council Bill approves the 2015-2016 budget for the City of Joplin.

DISCUSSION:
This Council Bill adopts the 2015-2016 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $208,318,287 in revenue (including transfers) and $192,832,752 in appropriations (including transfers).

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2015-528 **ORDINANCE NO.**

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2015 to October 31, 2016, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years, and

WHEREAS, the City Council has fully complied with all of the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon;

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

Section 1. The FY 2015-2016 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2015 to October 31, 2016.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2015 to October 31, 2016 are $208,318,287 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2015 to October 31, 2016 are $192,832,752.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2014-2015 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2015. The amount of the increase to the FY 2015-2016 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That if and when appropriations are made during the Budget period November 1, 2015 to October 31, 2016, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the

requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 46,295,563	$ -	$ 6,195,000	$ 52,490,563
Licenses & Permits	1,429,200	-	-	1,429,200
Fines & Forfeitures	2,007,300	-	-	2,007,300
Service Charges & User Fees	3,456,700	14,750,564	-	18,207,264
Charges & Assessments	1,415,546	7,947,929	-	9,363,475
Other Income & Donations	363,550	513,500	1,500	878,550
Intergovernmental	97,058,286	17,631,250	-	114,689,536
TOTAL REVENUES	**$ 152,026,145**	**$ 40,843,243**	**$ 6,196,500**	**$ 199,065,888**
EXPENDITURES				
General Government	$ 5,622,787	$ 7,681,176	$ 3,237,894	$ 16,541,857
Public Safety	23,792,284	1,888,231	-	25,680,515
Public Works	3,408,060	3,946,197	-	7,354,257
Highways & Streets	19,284,018	-	-	19,284,018
Environmental	2,706,885	6,807,605	-	9,514,490
Health Services	4,642,271	-	-	4,642,271
Culture & Recreation	24,466,618	746,713	-	25,213,331
Social Services	36,004,486	-	-	36,004,486
Debt Service	582,496	902,581	-	1,485,077
Infrastructure/Economic Development	34,062,291	-	-	34,062,291
TOTAL EXPENDITURES	**$ 154,572,196**	**$ 21,972,503**	**$ 3,237,894**	**$ 179,782,593**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (2,546,051)**	**$ 18,870,740**	**$ 2,958,606**	**$ 19,283,295**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,302,399	$ 950,000	$ -	9,252,399
Transfers Out	(11,368,715)	(1,681,444)	-	(13,050,159)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,066,316)**	**$ (731,444)**	**$ -**	**$ (3,797,760)**
NET CHANGE IN FUND BALANCE	**$ (5,612,367)**	**$ 18,139,296**	**$ 2,958,606**	**$ 15,485,535**
FUND BALANCE, BEGINNING OF YEAR	**$ 44,606,671**	**$ 94,670,902**	**$ 8,657,557**	**$ 147,935,130**
FUND BALANCE, END OF YEAR	**$ 38,994,304**	**$ 112,810,198**	**$ 11,616,163**	**$ 163,420,665**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 92,230,950	$ -	$ 92,230,950
Restricted for Debt Service	-	4,771,741	-	4,771,741
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	13,873,267	-	-	13,873,267
Unrestricted Fund Balance/Net Assets	25,121,037	15,807,507	11,616,163	52,544,707
TOTAL FUND BALANCE SUMMARY	**$ 38,994,304**	**$ 112,810,198**	**$ 11,616,163**	**$ 163,420,665**

Summary of Governmental Funds

	General Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund	Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund
REVENUES							
Taxes	$ 26,755,750	$ 1,308,000	$ 405,500	$ 405,500	$ 405,500	$ 3,345,625	$ 8,651,250
Licenses & Permits	1,406,700	-	-	-	-	-	-
Fines & Forfeitures	2,007,300	-	-	-	-	-	-
Service Charges & User Fees	122,300	-	8,900	772,000	2,310,000	-	231,500
Charges & Assessments	251,750	-	69,700	-	16,000	-	410,000
Other Income & Donations	179,350	2,500	11,800	2,000	2,550	-	70,850
Federal Grants	561,390	-	2,595,033	-	-	-	-
State Grants	85,500	-	665,287	-	20,000	-	749,571
Local Grants	176,000	-	51,600	-	-	-	16,000
TOTAL REVENUES	**$ 31,546,040**	**$ 1,310,500**	**$ 3,807,820**	**$ 1,179,500**	**$ 2,754,050**	**$ 3,345,625**	**$ 10,129,171**
EXPENDITURES							
General Government	$ 5,622,787	$ -	$ -	$ -	$ -	$ -	$ -
Public Safety	23,792,284	-	-	-	-	-	-
Public Works	3,237,560	-	-	-	-	-	-
Highways & Streets	-	-	-	-	-	2,971,776	7,561,451
Environmental	-	-	-	-	2,706,885	-	-
Health Services	-	-	4,642,271	-	-	-	-
Culture & Recreation	326,424	1,184,037	-	3,500,238	-	580,759	-
Social Services	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 32,979,055**	**$ 1,184,037**	**$ 4,642,271**	**$ 3,500,238**	**$ 2,706,885**	**$ 3,552,535**	**$ 7,561,451**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (1,433,015)**	**$ 126,463**	**$ (834,451)**	**$ (2,320,738)**	**$ 47,165**	**$ (206,910)**	**$ 2,567,720**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 4,552,399	$ -	$ 988,500	$ 2,761,500	$ -	$ -	$ -
Transfers Out	(7,523,024)	(53,662)	(78,562)	(143,063)	(56,277)	(408,943)	(2,613,409)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,970,625)**	**$ (53,662)**	**$ 909,938**	**$ 2,618,437**	**$ (56,277)**	**$ (408,943)**	**$ (2,613,409)**
NET CHANGE IN FUND BALANCE	**$ (4,403,640)**	**$ 72,801**	**$ 75,487**	**$ 297,699**	**$ (9,112)**	**$ (615,853)**	**$ (45,689)**
FUND BALANCE, BEG. OF YEAR	**$ 20,220,773**	**$ 760,134**	**$ 232,301**	**$ (777,681)**	**$ 759,420**	**$ (146,064)**	**$ 1,159,921**
FUND BALANCE, END OF YEAR	**$ 15,817,133**	**$ 832,935**	**$ 307,788**	**$ (479,982)**	**$ 750,308**	**$ (761,917)**	**$ 1,114,232**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ 949,808	$ -	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	3,772,827	-	-	-	-	-	-
Reserved for Contingency	5,765,335	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-	-
Unrestricted Fund Balance	5,329,163	832,935	307,788	(479,982)	750,308	(761,917)	1,114,232
TOTAL FUND BALANCE SMRY	**$ 15,817,133**	**$ 832,935**	**$ 307,788**	**$ (479,982)**	**$ 750,308**	**$ (761,917)**	**$ 1,114,232**

*TIF Proceeds.

Capital Improvement Sales Tax Fund	Community Development Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Library Project Fund	Joe Becker Renovations Fund	Total Governmental Funds
$ 5,018,438	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 46,295,563
-	22,500	-	-	-	-	-	-	1,429,200
-	-	-	-	-	-	-	-	2,007,300
-	12,000	-	-	-	-	-	-	3,456,700
-	25,000	-	583,096	-	60,000	-	-	1,415,546
50,000	-	42,000	500	1,000	1,000	-	-	363,550
2,518,227	35,760,092	-	-	33,706,825	-	11,978,570	-	87,120,137
-	137,716	-	-	36,475	-	-	-	1,694,549
3,500,000	-	-	-	-	-	4,500,000	-	8,243,600
$ 11,086,665	**$ 35,957,308**	**$ 42,000**	**$ 583,596**	**$ 33,744,300**	**$ 61,000**	**$ 16,478,570**	**$ -**	**$ 152,026,145**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,622,787
-	-	-	-	-	-	-	-	23,792,284
-	-	-	-	-	170,500	-	-	3,408,060
8,750,791	-	-	-	-	-	-	-	19,284,018
-	-	-	-	-	-	-	-	2,706,885
-	-	-	-	-	-	-	-	4,642,271
-	-	-	-	-	-	18,875,160	-	24,466,618
-	36,004,486	-	-	-	-	-	-	36,004,486
-	-	-	582,496	-	-	-	-	582,496
-	-	-	-	34,062,291	-	-	-	34,062,291
$ 8,750,791	**$ 36,004,486**	**$ -**	**$ 582,496**	**$ 34,062,291**	**$ 170,500**	**$ 18,875,160**	**$ -**	**$ 154,572,196**
$ 2,335,874	**$ (47,178)**	**$ 42,000**	**$ 1,100**	**$ (317,991)**	**$ (109,500)**	**$ (2,396,590)**	**$ -**	**$ (2,546,051)**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,302,399
(491,775)	-	-	-	-	-	-	-	(11,368,715)
$ (491,775)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (3,066,316)**
$ 1,844,099	**$ (47,178)**	**$ 42,000**	**$ 1,100**	**$ (317,991)**	**$ (109,500)**	**$ (2,396,590)**	**$ -**	**$ (5,612,367)**
$ 16,661,508	**$ (1,480,975)**	**$ 3,803,266**	**$ 93,509**	**$ (160,689)**	**$ 1,084,658**	**$ 2,396,590**	**$ -**	**$ 44,606,671**
$ 18,505,607	**$ (1,528,153)**	**$ 3,845,266**	**$ 94,609**	**$ (478,680)**	**$ 975,158**	**$ -**	**$ -**	**$ 38,994,304**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 949,808
-	-	-	-	-	-	-	-	3,772,827
-	-	-	-	-	-	-	-	5,765,335
-	-	-	-	-	-	-	-	-
-	-	3,385,297	-	-	-	-	-	3,385,297
18,505,607	(1,528,153)	459,969	94,609	(478,680)	975,158	-	-	25,121,037
$ 18,505,607	**$ (1,528,153)**	**$ 3,845,266**	**$ 94,609**	**$ (478,680)**	**$ 975,158**	**$ -**	**$ -**	**$ 38,994,304**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Special Events Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	649,110	496,900	10,870,000	-
Charges & Assessments	-	-	75,000	-
Other Income & Donations	1,500	2,500	76,000	-
Federal Grants	4,631,250	-	13,000,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 5,281,860**	**$ 499,400**	**$ 24,021,000**	**$ -**
EXPENSES				
General Government	$ -	$ -	$ 702,871	$ -
Public Safety	-	-	-	-
Public Works	2,378,067	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	6,807,605	-
Health Services	-	-	-	-
Culture & Recreation	-	746,713	-	-
Social Services	-	-	-	-
Debt Service	-	-	902,581	-
TOTAL EXPENSES	**$ 2,378,067**	**$ 746,713**	**$ 8,413,057**	**$ -**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 2,903,793**	**$ (247,313)**	**$ 15,607,943**	**$ -**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 850,000	$ 100,000	$ -	$ -
Transfers Out	(136,308)	-	(1,503,140)	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ 713,692**	**$ 100,000**	**$ (1,503,140)**	**$ -**
NET CHANGE IN NET ASSETS	**$ 3,617,485**	**$ (147,313)**	**$ 14,104,803**	**$ -**
NET ASSETS, BEGINNING OF YEAR	**$ 24,665,307**	**$ 233,560**	**$ 63,783,535**	**$ -**
NET ASSETS, END OF YEAR	**$ 28,282,792**	**$ 86,247**	**$ 77,888,338**	**$ -**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 29,105,258	$ 412,443	$ 62,099,563	$ -
Restricted for Debt Service	-	-	4,771,741	-
Unrestricted Net Assets	(822,466)	(326,196)	11,017,034	-
TOTAL NET ASSETS SUMMARY	**$ 28,282,792**	**$ 86,247**	**$ 77,888,338**	**$ -**

Public Parking Fund	Central Garage Fund	Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
64,500	-	1,030,000	-	-	1,640,054	14,750,564
-	1,439,000	4,332,141	1,005,798	1,095,990	-	7,947,929
-	-	401,000	29,000	3,500	-	513,500
-	-	-	-	-	-	17,631,250
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 64,500	**$ 1,439,000**	**$ 5,763,141**	**$ 1,034,798**	**$ 1,099,490**	**$ 1,640,054**	**$ 40,843,243**
$ 52,214	$ -	$ 5,050,100	$ 750,000	$ 1,125,991	$ -	$ 7,681,176
-	-	-	-	-	1,888,231	1,888,231
-	1,568,130	-	-	-	-	3,946,197
-	-	-	-	-	-	-
-	-	-	-	-	-	6,807,605
-	-		-	-	-	-
-	-	-	-	-	-	746,713
-	-	-	-	-	-	-
-	-	-	-	-	-	902,581
$ 52,214	**$ 1,568,130**	**$ 5,050,100**	**$ 750,000**	**$ 1,125,991**	**$ 1,888,231**	**$ 21,972,503**
$ 12,286	**$ (129,130)**	**$ 713,041**	**$ 284,798**	**$ (26,501)**	**$ (248,177)**	**$ 18,870,740**
$ -	$ -	$ -	$ -	$ -	$ -	$ 950,000
(6,275)	(11,394)	-	-	-	(24,327)	(1,681,444)
$ (6,275)	**$ (11,394)**	**$ -**	**$ -**	**$ -**	**$ (24,327)**	**$ (731,444)**
$ 6,011	**$ (140,524)**	**$ 713,041**	**$ 284,798**	**$ (26,501)**	**$ (272,504)**	**$ 18,139,296**
$ 258,992	**$ 121,434**	**$ 2,750,037**	**$ 1,444,112**	**$ 557,363**	**$ 856,562**	**$ 94,670,902**
$ 265,003	**$ (19,090)**	**$ 3,463,078**	**$ 1,728,910**	**$ 530,862**	**$ 584,058**	**$ 112,810,198**
$ -	$ 272,253	$ -	$ -	$ -	$ 341,433	$ 92,230,950
-	-	-	-	-	-	4,771,741
265,003	(291,343)	3,463,078	1,728,910	530,862	242,625	15,807,507
$ 265,003	**$ (19,090)**	**$ 3,463,078**	**$ 1,728,910**	**$ 530,862**	**$ 584,058**	**$ 112,810,198**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 3,295,000	$ 2,900,000	$ 6,195,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	500	1,000	1,500
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 3,295,500**	**$ 2,901,000**	**$ 6,196,500**
EXPENDITURES			
General Government	$ 1,916,000	$ 1,321,894	$ 3,237,894
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 1,916,000**	**$ 1,321,894**	**$ 3,237,894**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,379,500**	**$ 1,579,106**	**$ 2,958,606**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 1,379,500**	**$ 1,579,106**	**$ 2,958,606**
FUND BALANCE, BEGINNING OF YEAR	**$ 3,432,441**	**$ 5,225,116**	**$ 8,657,557**
FUND BALANCE, END OF YEAR	**$ 4,811,941**	**$ 6,804,222**	**$ 11,616,163**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	4,811,941	6,804,222	11,616,163
TOTAL FUND BALANCE SUMMARY	**$ 4,811,941**	**$ 6,804,222**	**$ 11,616,163**

ADOPTED BUDGET - TRANSFER RECONCILIATION

	Budget Transfer Overhead Wksheet	Budget Summary Pages	Variance		
Transfers In	$ 13,146,003	$ 9,252,399	$ 3,893,604		
				1,322,394	Emer. Comm. T-fer
				185,723	Emer. Comm. T-fer
				11,478	Emer. Comm. T-fer
				21,008	Emer. Comm. T-fer
				26,260	Emer. Comm. T-fer
				6,565	Emer. Comm. T-fer
				250,177	Library Transfer
				-	Cemetery Contribution to GF
				2,050,000	TIF Commission
				20,000	TIF Commission
				$ 3,893,605	
Transfers Out	$ 13,146,003	$ (13,050,159)	$ 95,844		
				$ -	Cemetery Trust
				95,845	Library Transfer
				$ 95,845	

Prepared by: Sherri McCulloch
10/12/2015 9:07 AM

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2015-2016

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
Community Development Fund					
2013 CDBG-DR Special Allocation	Crosslines Rehabilitation Project	(1)	$ 18,351,527	$ 18,901,527	$ 550,000
Golf Course Fund					
Green Fees	Green Fees	(2)	165,000	191,700	26,700
Worker's Compensation Self-Insurance Fund					
Worker's Comp Insurance Assessment	Worker's Comp Insurance Assessment	(1)(3)	1,006,626	1,005,798	(828)
	Total Revenue Increase/(Decrease)		**$ 19,523,153**	**$ 20,099,025**	**$ 575,872**
APPROPRIATIONS					
General Fund					
City Manager: Special Projects	Chamber Contract	(2)	$ 335,000	$ 270,000	$ (65,000)
Human Resources: Personnel Services	Human Resources Specialist Cell Phone Allowance	(1)	314	938	624
Fire: Admin	Auto Allowance	(1)	-	4,800	4,800
Cemeteries	Reclassify Seasonal Laborer to Seasonal Clerk	(1)	13,273	11,388	(1,885)
Convention & Tourism Fund					
Special Projects	Joplin Sports Authority	(2)	325,000	390,000	65,000
Parks & Recreation Fund					
Administration	Parks Director position filled	(1)	107,833	113,281	5,448
Administration	Assistant Parks Director position filled	(1)	94,731	98,983	4,252
Recreation Programs	Recreation Supervisor position unfilled	(1)	88,824	74,605	(14,219)
Athletic Complex	Athletic Manager deleted. Recreation Coordinator added.	(3)	52,854	44,125	(8,729)
Parks & Stormwater Sales Tax Fund					
Stormwater Projects	Part-time Engineering Aid position added.	(3)	-	3,767	3,767
Capital Improvements Sales Tax Fund					
Capital Improvement Projects	Part-time Engineering Aid position added	(3)	-	3,768	3,768
Community Development Fund					
Crosslines Rehabilitation Project	Crosslines Rehabilitation Project	(1)	-	550,000	550,000
Golf Course Fund					
Grounds Maintenance: Operating Equipment	Lease Greens Mower (3) & Rough Mower	(2)	-	26,700	26,700
	Total Appropriation Increase/(Decrease)		**$ 1,017,829**	**$ 1,592,355**	**$ 574,526**

NOTES:

(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.
(3) Adjustments made by Council prior to budget work sessions.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 19, 2015

ITEM: COUNCIL BILL NO. 2015-529
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2014-2015 Budget of the City of Joplin.

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

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $7,582,650.00.

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

COUNCIL BILL NO. 2015-529 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2014-177 on October 20, 2014, which estimated revenues and appropriated funds for the fiscal year 2014-2015, and

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

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

Section 1. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Seven Million Five Hundred Eighty-Two Thousand Six Hundred Fifty Dollars and No Cents ($7,582,650.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for the current fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2014-2015 ADOPTED BUDGET
12-Oct-15

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
	City Council	001-0101-500-2205	Food & Beverage Supplies	$	2,000
	City Council	001-0101-500-2805	Promotional Materials		4,000
	City Council	001-0101-500-5010	Consulting Fees		18,000
	City Council	001-0101-500-5020	Accounting Service Fees		150,000
	Legal Services	001-1002-500-5015	Legal Fees		15,000
	Human Resources	001-1204-500-1720	Employee Recruitment		10,000
	Human Resources	001-1204-500-1725	Employee Physicals		30,000
	Human Resources	001-1204-500-1730	Employee Drug Testing		10,000
	Finance	001-2003-500-2120	General Office Supplies		6,000
	Finance	001-2003-500-3205	Postage		3,000
	Finance	001-2003-500-7005	Printing Services		10,000
	TIF Reimbursable Costs	001-2015-500-5015	Legal Fees		50,000
	Information Services	001-2501-500-1530	Standby Pay		35,000
	Information Services	001-2501-500-2110	Computer Software		8,000
	Information Services	001-2501-500-3015	Telephone Services		2,000
	Municipal Court	001-3001-500-3015	Telephone Services		1,000
	Municipal Court	001-3001-500-7131	Merchant Card Services		3,000
	Judicial Services	001-3002-500-6005	Travel Expenses		1,000
	City Facility Maintenance	001-4502-520-3005	Electric Charges		10,000
	City Facility Maintenance	001-4502-520-3015	Telephone Services		1,000
	City Facility Maintenance	001-4502-520-5265	Maintenance Contracts		13,500
	Building Regulations	001-4503-520-6115	Educational Materials		2,500
	Building Regulations	001-4503-520-7131	Merchant Card Services		1,000
	City Hall Maintenance	001-4504-520-3005	Electric Charges		10,000
	City Hall Maintenance	001-4504-520-3010	Gas Charges		4,000
	City Hall Maintenance	001-4504-520-3030	Wastewater Charges		1,500
	City Hall Maintenance	001-4504-520-4125	General Equipment Repairs		7,000
	PW Operations	001-4506-520-6110	Publications & Subscriptions		1,500
	Police Administration	001-5501-510-1010	Regular Wages		66,000
	Police Patrol	001-5502-510-1010	Regular Wages		300,000
	Police Investigations	001-5503-510-1010	Regular Wages		50,000
	Police Jail Services	001-5507-510-1010	Regular Wages		15,000
	Police Federal Grants	001-5590-510-1010	Regular Wages		70,000
	Police Federal Grants	001-5590-510-6005	Travel Expenses		10,000
	Fire Administration	001-6001-510-1010	Regular Wages		45,000
	Fire Operations	001-6002-510-1010	Regular Wages		150,000
	Fire Hydrants	001-6006-510-4125	General Equipment Repairs		20,000
	Fire Public Safety	001-6075-510-1010	Regular Wages		10,000
	Fire Public Safety	001-6075-510-3005	Electric Charges		25,000
	Fire Public Safety	001-6075-510-3015	Telephone Services		1,500
	Fire Public Safety	001-6075-510-3020	Water Charges		5,000
	Fire Public Safety	001-6075-510-3035	Sanitation Charges		1,500
	Cemeteries	001-6540-560-2050	Operational Supplies		1,000
	Cemeteries	001-6540-560-2605	Chemical & Laboratory Supplies		1,000
	Cemeteries	001-6540-560-2845	Landscaping Materials		1,000
	Emergency Management	001-7002-510-2120	General Office Supplies		1,000
	Emergency Management	001-7002-510-3025	Cable Charges		2,500
	Transfers & Subsidies	001-9003-500-9015	Parks Fund Subsidy		300,000
	Transfers & Subsidies	001-9003-500-9065	Flexible Spending Subsidy		10,000
	Transfers & Subsidies	001-9003-500-9805	TIF Tax Payment		300,000

	Total General Fund			$	-	1,795,500
105	CVB Fund					
	CVB Administration	105-4001-560-8105	Land Acquisition			2,500
	CVB Special Projects	105-4080-560-4210	Central Garage Repairs			2,000
	CVB Special Projects	105-4080-560-6005	Travel Expenses			2,500
	Total CVB Fund			$	-	7,000
110	Health Fund					
	Health Administration	110-3501-550-5035	Property Tax Services			5,500
	Health Administration	110-3501-550-7010	Copy Services			2,500
	Health WIC	110-3502-550-1210	Regular Seasonal Wages			10,000
	Health WIC	110-3502-550-3005	Electric Charges			2,000
	Health WIC	110-3502-550-5280	Peer Trainer Services			2,000
	Health Environmental Health	110-3503-550-2620	Vaccine Supplies			2,000
	Health Public Preparedness	110-3507-550-1010	Regular Wages			16,000
	Health Federal Grant	110-3590-550-5055	Contractor Fees			150,000
	Total Health Fund			$	-	190,000
115	Parks Fund					
	Parks Administration	115-6501-560-2120	General Office Supplies	$		2,000
	Parks Administration	115-6501-560-5035	Property Tax Services			5,500
	Parks Administration	115-6501-560-8315	Computer Equipment			6,650
	Parks Pools	115-6510-560-1210	Seasonal Wages			6,000
	Parks Pools	115-6510-560-2010	Wearing Apparel			5,000
	Parks Recreation Programs	115-6511-560-1210	Seasonal Wages			25,000
	Parks Recreation Programs	115-6511-560-2815	Special Events & Promotions			2,000
	Parks Recreation Programs	115-6511-560-5055	Contractor Fees			5,000
	Parks Recreation Programs	115-6511-560-7131	Merchant Card Services			5,500
	Parks Memorial Hall	115-6513-560-1010	Regular Wages			3,000
	Parks Memorial Hall	115-6513-560-2050	Operational Supplies			3,000
	Parks Memorial Hall	115-6513-560-3020	Water Charges			5,000
	Parks Museum	115-6514-560-8010	Building Improvements			2,000
	Parks Athletic Complex	115-6516-560-1210	Regular Seasonal			60,000
	Parks Athletic Complex	115-6516-560-2050	Operational Supplies			10,000
	Parks Athletic Complex	115-6516-560-3035	Sanitation Charges			3,000
	Parks Athletic Complex	115-6516-560-7205	Resale Inventory			20,000
	Parks Stadium	115-6530-560-1210	Seasonal Wages			75,000
	Parks Stadium	115-6530-560-2050	Operational Supplies			6,500
	Parks Stadium	115-6530-560-3005	Electric Charges			20,000
	Parks Stadium	115-6530-560-4105	Property Repairs & Maintenance			8,000
	Grounds & Maintenance	115-6532-560-1210	Seasonal Wages			86,000
	Grounds & Maintenance	115-6532-560-2030	Maintenance Supplies			60,000
	Grounds & Maintenance	115-6532-560-2405	Hand Tools			2,000
	Grounds & Maintenance	115-6532-560-2845	Landscaping Materials			5,000
	Grounds & Maintenance	115-6532-560-3030	Wastewater Charges			8,000
	Grounds & Maintenance	115-6532-560-6005	Travel Expenses			2,500
	Total Parks Fund			$	-	441,650
120	Solid Waste Management Fund					
	Solid Waste Management	120-4510-540-2050	Operational Supplies	$		2,500
	Solid Waste Management	120-4510-540-3035	Sanitation Charges			1,000
	Solid Waste Management	120-4510-540-5035	Property Tax Services			5,500
	SWM Special Programs	120-4511-540-7405	City Wide Cleanup Program			25,000
	SWM Special Programs	120-4511-540-7410	Leaf Pickup Program			5,500
	SWM Trash Services	120-4515-540-5030	WW/Trash Administration			255,000

	Total SWM Fund			$	-	294,500
130	Parks/Stormwater Sales Tax					
	Transfers	130-9003-530-9805	TIF Transfer	$		20,000
	Transfers	130-9003-560-9805	TIF Transfer			15,000
	Total Parks/Stormwater Sales Tax Fund			$	-	35,000
140	Transportation Sales Tax					
	Street Maintenance	140-4520-530-1010	Regular Wages	$	-	40,000
	Street Maintenance	140-4520-530-2120	General Office Supplies			2,000
	Street Maintenance	140-4520-530-2835	Equipment Lease & Rental			3,500
	Street Maintenance	140-4520-530-4110	Utility Cut Repairs			200,000
	Street Maintenance	140-4520-530-7120	Bad Debt Expense			20,000
	Street Maintenance	140-4520-530-8650	Street Projects			250,000
	Street Cleaning	140-4521-530-4210	Central Garage Repairs			20,000
	Traffic Control	140-4530-540-1010	Regular Wages			10,000
	Traffic Control	140-4530-540-2510	Traffic Paint/Marking			5,000
	Transfers	140-9003-530-9805	TIF Transfer			50,000
	Total Transportation Sales Tax Fund			$	-	600,500
145	Capital Improvement Sales Tax Fund					
	Transfers	145-9003-520-9805	TIF Transfer	$	-	75,000
	Total Capital Improvement Sales Tax Fund			$	-	75,000
150	Community Development Fund					
	CDBG Special Habitat	150-1516-570-7441	Housing Rehabilitation	$	-	35,000
	Total Community Development Fund			$	-	35,000
205	Debt Service Fund					
	Joe Becker Renovation	205-8704-500-9995	Transfer To Construction	$	-	2,042,000
	Total Economic Development Fund			$	-	2,042,000
405	Airport Fund					
	Airport	405-5004-520-1010	Regular Wages	$	-	20,000
	Airport	405-5004-520-1020	Overtime Wages			6,000
	Airport	405-5004-520-2835	Equipment Lease & Rental			3,000
	Airport	405-5004-520-3010	Gas Charges			6,000
	Airport	405-5004-520-4105	Property Repairs & Maintenance			4,000
	Airport	405-5004-520-6005	Travel Expenses			2,500
	Total Airport Fund			$	-	41,500
410	Golf Course Fund					
	Golf Course Clubhouse	410-6520-560-3020	Water Charges	$	-	8,000
	Golf Course Clubhouse	410-6520-560-6105	Dues & Memberships			1,000
	Golf Course Maintenance	410-6521-560-1210	Seasonal Wages			20,000
	Golf Course Maintenance	410-6521-560-2030	Maintenance Supplies			10,000
	Golf Course Maintenance	410-6521-560-2605	Chemical & Lab Supplies			10,000
	Golf Course Maintenance	410-6521-560-3035	Sanitation Charges			5,000
	Golf Course Maintenance	410-6521-560-4205	Vehicle Repairs			12,000
	Total Golf Course Fund			$	-	66,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-2108	Computer Peripherals	$		1,000
	Billing & Collection	415-2002-540-5180	Shut Off/Reconnect Fees			35,000

Billing & Collection	415-2002-540-7005	Printing Services			40,000
Billing & Collection	415-2002-540-7120	Bad Debt Expense			10,000
Billing & Collection	415-2002-540-7131	Merchant Card Service Fee			15,000
Billing & Collection	415-2002-540-8315	Computer Equipment			3,000
2010 Bond Issue	415-2009-500-7110	Interest Expense			10,000
2011 Bond Issue	415-2011-500-7110	Interest Expense			150,000
2011 Bond Issue	415-2011-500-7315	DNR Fee			150,000
Silver Creek Bond	415-2012-500-7310	Bond Agent Costs			5,000
2014 Bond Issue	415-2014-500-7110	Interest Expense			10,000
Sewer Treatment	415-4541-540-1010	Regular Wages			50,000
Sewer Treatment	415-4541-540-2050	Operational Supplies			30,000
Sewer Treatment	415-4541-540-3005	Electric Charges			100,000
Sewer Treatment	415-4541-540-4210	Central Garage Repairs			15,000
Sewer Treatment	415-4541-540-9699	Engineering Fee Transfer			300,000
Sewer Maintenance	415-4542-540-2050	Operational Supplies			30,000
Sewer Maintenance	415-4542-540-3010	Gas Charges			10,000
Total Sanitary Sewer Fund			$	-	964,000
505 Central Garage Fund					
Central Garage	505-4570-520-1010	Regular Wages	$		6,000
Central Garage	505-4570-520-2060	Shop Supplies			8,000
Central Garage	505-4570-520-2120	General Office Supplies			1,000
Central Garage	505-4570-520-4120	Building Repairs			4,000
Central Garage	505-4570-520-5265	Maintenance Contracts			3,000
Total Central Garage Fund			$	-	22,000
510 Health Self-Insurance Fund					
Health Self-Insurance	510-7504-500-5010	Consulting Fees	$	-	75,000
Health Self-Insurance	510-7504-500-5305	Judgments & Claims			450,000
Health Sefl-Insurance	510-7504-500-7030	Fees & Permits			80,000
Total Health Self-Insurance Fund			$	-	605,000
515 Liability Self-Insurance Fund					
Liability Self-Insurance	515-7501-500-5010	Consulting Fees	$	-	25,000
Liability Self-Insurance	515-7501-500-5015	Legal Fees			35,000
Liability Self-Insurance	515-7501-500-5305	Judgments & Claims			200,000
Liability Self-Insurance	515-7501-500-7140	Insurance Premiums			80,000
Total Liability Self-Insurance Fund			$	-	340,000
520 Emergency Communications Fund					
Communications	520-8502-510-1010	Regular Wages	$		20,000
Communications	520-8502-510-2108	Computer Peripherals			1,000
Communications	520-8502-510-3015	Telephone Charges			5,000
Communications	520-8502-510-7010	Copy Services			2,000
Total Emergency Communications Fund			$	-	28,000
Grand Total			$	-	7,582,650

CCO Form: AC01
Approved: 02/94 (MLH)
Revised: 01/15 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 156-090A

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated January 27, 2015, and specifically described as follows:

General Aviation Apron Rehabilitation;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Million Two Hundred Twenty-Eight Thousand Nine Hundred Thirty-Two Dollars ($1,228,932.00); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is One Hundred Thirty-Six

Thousand Five Hundred Forty-Nine Dollars ($136,549). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to March 31, 2017. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for 20 years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request

and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local,

state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant

and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily

close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(29) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(30) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(31) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(32) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the Commission concurs that such adaptation is appropriate considering safety, economy and efficiency of operation.

(33) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(34) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall

review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(35) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(36) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(37) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(38) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for

items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(39) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(40) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

(41) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must electronically submit FAA form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. Electronic submittal of FAA form 7460-1 must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(42) PROMPT PAYMENT: The Commission and the Sponsor require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with Section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

(43) STATE WAGE LAWS: The Sponsor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to executive this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Sponsor shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

Title _____

Ordinance No. _____
(if applicable)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 19, 2015

Item: COUNCIL BILL NO. 2015-623
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Authorization to accept an Airport Aid Agreement from the Missouri Highways and Transportation Commission for the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis.

Summary: One of the items that was addressed in the new Airport Master Plan was improvement to the General Aviation (GA) Terminal Area. After the move of the Commercial operations to the Main Terminal in 2007 there needed to be a structured plan as to how we would address the transition of the GA Terminal Area. We have two (2) FBO operators and an increase in GA Transient traffic that is driving the demand for improvement to this area.

The project will address a number of safety, structural, and transitional issues to better serve our GA customers and tenants.

The engineering firm of Crawford, Murphy, & Tilley (CMT) has been selected to assist in the evaluation, scoping, bidding, and administration of the project.

Discussion: The Missouri Highways and Transportation Commission has issued this Airport Aid Agreement for One Million Two Hundred Twenty-Eight Thousand Nine Hundred Thirty-Two Dollars ($1,228,932.00) for the rehabilitation of the GA Ramp project. All cost for this project will be paid from this Aid Agreement based on a 90/10 State/Local share. The Local Share will be approximately $136,549.00.

Recommendation: Staff recommends approval of the Airport Aid Agreement by and between the City of Joplin and MoDOT for the rehabilitation of GA Ramp at the Joplin Regional Airport on an emergency basis to meet the MoDOT timeline.

COUNCIL BILL NO. 2015-623 ORDINANCE NO.

AN ORDINANCE Authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Rehabilitation of the GA Ramp at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission for rehabilitation of the GA Ramp at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Ordinance dealing with public improvements is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall become effective immediately upon its passage. Specifically, this Agreements needs to be in place to meet MoDot timelines.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

FORM OF
CONTRACT AGREEMENT

City OF Joplin, MO
Project No. **AIR 156-090A**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER:	Name:	**CITY OF JOPLIN, MO**
	Address:	**602 SOUTH MAIN STREET, 4th FLOOR**
	City/State/Zip Code:	**JOPLIN/MO/64801**
And the CONTRACTOR:	Name:	EMERY SAPP AND SONS, INC.
	Address:	5350 STATE HIGHWAY AA
	City/State/Zip Code:	SPRINGFIELD, MO 65803

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;

REHABILITATE AND RELIGHT GENERAL AVIATION APRON

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$One Million One Hundred Eighty Five Thousand, Eight Hundred and Three Dollars and Twenty Five Cents ($1,185,803.25)

(Amount in Written Words) (Amount in Numerals)

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.
Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **sixty (60)** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $**750.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 – OWNER'S Representative
The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 19, 2015

Item: COUNCIL BILL NO. 2015-624
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Authorization to accept an Agreement by and between the City of Joplin and Emery Sapp and Sons, Inc. regarding the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis.

Summary: The Missouri Department of Transportation (MoDOT) has issued the Joplin Regional Airport an Airport Aid Agreement for the Airport to rehabilitate the GA apron. This project will involve the repair of the existing substructure and a new overlay and markings.

The engineering firm of Crawford, Murphy, & Tilley (CMT) was selected to assist in the evaluation, scoping, bidding, and administration of the project.

Discussion: The GA Ramp Rehab project was bid in July and Emery Sapp and Sons, Inc. was the low bidder. There were 2 bidders for the project with both bids over the engineering estimate. After review by MoDOT they recommended the contract award to Emery Sapp. The contract amount of $1,185,803.25 will be paid from the State Block Grant based on a 90/10 State/Local share.

Recommendation: Staff recommends approval of the Construction Agreement between the City of Joplin and Emery Sapp and Sons, Inc. for the rehabilitation of the GA Ramp at the Joplin Regional Airport on an emergency basis to meet the MoDOT timeline.

COUNCIL BILL NO. 2015-624 ORDINANCE NO.

AN ORDINANCE Authorization to accept an Agreement by and between the City of Joplin and Emery Sapp and Sons, Inc. for Rehabilitation of the GA Ramp at the Joplin Regional Airport 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 and Emery Sapp and Sons, Inc. for rehabilitation of the GA Ramp at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That this Ordinance dealing with public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall become effective immediately after its passage. Specifically, this agreement needs to be in place to meet MoDot timelines.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Airport Name: Joplin Regional Airport

Project No.:

County: Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of **Joplin, Missouri** (hereinafter, "Sponsor") and **Crawford, Murphy & Tilly, Inc.** (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on , to accomplish a project at the **Joplin Regional** Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement shall remain the same as follows:

Design & Bidding Phase Services			
	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum	$78,771.60	$0.00	$78,771.60
Max. Fee Payable	$89,842.40	$0.00	$89,842.40

(D) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **$4,629.24** for a total not to exceed amount of **$89,835.32**

Construction Phase Services			
	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	$0.00	$4,629.24	$4,629.24
Max. Fee Payable	$0.00	$89,835.32	$89,835.32

(E) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 45 calendar days after final acceptance. The projected completion date shown on Exhibit VI is now revised to 45 days after final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algier Martin and Associates	P.O. Box 2627 Joplin, MO 64803-2627	Resident Engineer
Palmerton and Parrish	3500 East 13th Street Joplin, MO 64801	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT SPONSOR

By_____

Title_____

ATTEST:

By_____

Title_____

Approved as to Form:

By_____

Title_____

By_____

Title_____

ATTEST:

By_____

Title_____

Approved as to Form:

By_____

Title_____

EXHIBIT II - SA1

SCOPE OF SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.

   b. Develop a **Construction Observation Program (Paving)** in accordance with MoDOT requirements.

   c. Provide a sealed, signed and dated copy of the Construction Observation Program (COP) prior to the pre-construction conference.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.

   b. Review shop drawings and material certification submittals as provided by the Contractor.

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

   g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

   b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.

   d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
General Aviation Ramp Rehabiltiation and Lighting
CONSTRUCTION OBSERVATION SERVICES
August 27, 2015

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$73.59	$0.00
Senior Project Engineer	124	58.29	$7,227.96
Project Manager	0	45.33	$0.00
Senior Engineer	112	35.34	$3,958.08
Engineer	0	27.96	$0.00
Senior Planner	0	35.08	$0.00
Planner	0	22.21	$0.00
Registered Land Surveyor	0	40.50	$0.00
Senior Technician	20	34.51	$690.20
Technician	0	26.08	$0.00
Clerk/Secretary	0	20.51	$0.00
	256		

Total Direct Salary Costs = $11,876.24

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 159.86 % = $18,985.36

3 SUBTOTAL:

Items 1 and 2 = $30,861.60

4 PROFIT:

15 % of Item 3 Subtotal = $4,629.24

Subtotal $35,490.84

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3480 Miles @	$0.57 / Mile =	$1,983.60	
b. Meals	2 Days @	$32.00 / Day =	$64.00	
c. Motel	2 Nights @	$95.00 / Night=	$190.00	
d. Printing and Shipping		=	$1,000.00	

Total Out-of-Pocket Expenses = $3,237.60

6 SUBCONTRACT COSTS:

a. Allgeier, Martin and Associates, Inc. = $35,585.88
b. Palmerton and Parrish = $15,521.00

= $51,106.88

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $89,835.32

Exhibit V - SA1

JOPLIN REGOINAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
General Aviation Ramp Rehabilitation and Lighting
August 27, 2015

Classification: Gross Hourly Rate:		Principal $219.92	Senior Project Engineer $174.19	Project Manager $135.46	Senior Engineer $105.61	Engineer $83.56	Senior Planner $104.83	Planner $66.37	Registered Land Surveyor $121.03	Senior Technician $103.13	Technician $77.94	Clerk/ Secretary $61.29	Other Costs
A. DESIGN SERVICES													
1. Relocation of Taxiway B:													
Project Management (status reports, project coordination, invoicing)			12										
Develop Construction Observation Plan					8								
Attend and Conduct Pre-Construction Meeting			12										
Shop Drawing Review			4		24					16			
Answer Questions from Field			20										
Change Orders/Field Changes			12		12								
Pay Requests			4		12								
Field Visits/Site Inspections, including pre & post winter shutdown			48										
Attend Final Inspection			12										
Project Closeout Documentation					40								
Record Drawings					16					4			
Total hours =	256	0	124	0	112	0	0	0	0	20	0	0	(1,2,3,4,5)
Total =	$89,835.32	$0.00	$21,599.96	$0.00	$11,828.29	$0.00	$0.00	$0.00	$0.00	$2,062.59	$0.00	$0.00	$54,344.48
TOTAL =		**$89,835.32**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Ty Sander

From: Michael Atkinson <Michael.Atkinson@amce.com>
Sent: Monday, August 24, 2015 4:49 PM
To: Ty Sander
Subject: ESC Attachment B, GA Apron.xlsx
Attachments: ESC Attachment B, GA Apron.xlsx

Ty,

Attached is breakdown of our proposed costs for GA Inspection.

Let me know if this works for your budget.

Also, how do you want to address the materials testing?

Thanks,

Michael Atkinson, P.E.
Vice President
Michael.Atkinson@amce.com | www.amce.com
Main: 417.680.7200 | **Direct**: 417.680.7352 | **Cell**: 417.499.9381

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

ATTACHMENT B
GENERAL AVIATION APRON REHABILITATION
ESTIMATE OF COST

CONSTRUCTION PHASE	HOURS	RATE	EXTENDED COST
Construction Phase			
Inspector II	474	$29.02	$13,755.48
Subtotals	**474**		**$13,755.48**
Labor Overhead, Est. @		95.08%	**$13,078.71**
Gen. & Admin. Overhead, Est. @		24.32%	**$3,345.33**
Total Labor and Overhead			**$30,179.52**
Fixed Fee			**$4,526.93**
Total Labor, Overhead & Fixed Fee			**$34,706.45**
Other Direct Costs			
Travel @ $0.57/Mi.	1543	$ 0.57 per mile	$879.43
Subtotal Direct Costs			**$879.43**
CONTRACT CEILING FOR CONSTRUCTION PHASE			**$35,585.88**

Contract Time	60	Calendar Days
	9	Weeks
Concrete	7	Weeks
Asphalt	2	Weeks
	51	Working Days (incl Sat.)

WorkSheet	Material	Hours/Wk	Total Hours
Inspector II	Concrete	50	350
Inspector II	Asphalt	60	120
Inspector II	Precon		4

30 Miles/Trip

		Trips	Miles
Miles		51	1543

PALMERTON & PARRISH, INC.
Projected Costs for QA Testing

CLIENT : Crawford Murphy & Tilly, Inc.
PROJECT : Rehabilitate & Relight General Aviation Apron
LOCATION: Joplin Regional Airport - Joplin, Missouri
DATE : August 26, 2015

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	Clerical & Management / Review				
1	Engineer Review & Attend Pre-Con Meeting	$135.00	/hr.	10.00	$1,350.00
2	Clerical	$54.00	/hr.	12.00	$648.00
	Subtotal; Clerical & Management / Review				**$1,998.00**
	Item MO-152 Excavation & Embankment (464 cy Class A Exc. & 232 cy 12" Undercut)				
1	Field Tech w/ Travel for Density Testing 10 trips x 2 hrs/trip	$75.00	/hr.	20.00	$1,500.00
2	Field Density Tests	$10.50	/ea.	20.00	$210.00
3	Atterberg Limits & Gradation	$174.50	/ea.	1.00	$174.50
4	Standard Proctor	$205.00	/ea.	1.00	$205.00
5	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Excavation & Embankment				**$2,223.50**
	Section MO-209 Crushed Aggregate Base Course (10,600 sq. yds.) **(6" Base Course 2782 sy & 12" Base Course 696 sy)**				
1	Field Tech w/ Travel for Density Testing 10 trips x 2 hrs/trip	$75.00	/hr.	20.00	$1,500.00
2	Field Density Tests	$10.50	/ea.	30.00	$315.00
3	Field Tech to Perform Thickness Testing	$75.00	/hr.	0.00	$0.00
4	Pull Behind Drill Rig for Thickness Testing	$200.00	/day	0.00	$0.00
5	Atterberg Limits & Gradation	$174.50	/ea.	1.00	$174.50
6	Standard Proctor	$205.00	/ea.	1.00	$205.00
7	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Crushed Aggregate Base Course				**$2,328.50**
	Item MO-401F Plant Mix Bituminous Pavement **(Mineral Agg. 1470 tons, Asphalt Cement 128 tons, Crack Repair 300 sf)**				
1	Core Cutting (By Contractor)	$0.00	/hr.	0.00	$0.00
2	Field Tech to Obtain Cores from Contractor 5 lots x 1 hr/lot	$62.00	/hr.	5.00	$310.00
3	Mat Core Density 5 lots x 4 sublots	$37.00	/ea.	20.00	$740.00
4	Joint Core Density 5 lots x 4 sublots	$37.00	/ea.	20.00	$740.00
5	Mileage	$0.67	/mi.	100.00	$67.00
	Subtotal; Plant Mix Bituminous Pavement				**$1,857.00**
	Item P-501 PCC Pavement (6" Thick 1430 sy, 10" Thick 1352 sy)				
1	Field Tech to Perform Concrete Testing/Sampling 5 lots x 4 sublots/lot x 1.5 hrs/sublot	$75.00	/hr.	30.00	$2,250.00
2	Field Tech to Pickup Beams at Site	$75.00	/hr.	5.00	$375.00
3	Beam Flexural Strength	$44.50	/ea.	40.00	$1,780.00
4	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; PCC Pavement				**$4,539.00**
	Item MO-610 Structural Portland Cement Concrete (Light Pole Bases) & Spall Repair				
1	Field Tech to Perform Concrete Testing/Sampling 10 trips x 2 hrs/trip	$75.00	/hr.	20.00	$1,500.00
2	Concrete Cylinder Compressive Strength w/ Molc	$14.15	/ea.	40.00	$566.00
3	Field Tech to Pickup Cylinders at Site	$75.00	/hr.	5.00	$375.00
4	Mileage	$0.67	/mi.	200.00	$134.00
	Subtotal; Structural Concrete				**$2,575.00**
	TOTAL ESTIMATED COST				**$15,521.00**

COUNCIL BILL NO. 2015-625 ORDINANCE NO.

AN ORDINANCE Authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for a GA Apron Rehabilitation at the Joplin Regional Airport and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Services for a GA Apron Rehabilitation at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
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: October 19, 2015

Item: COUNCIL BILL NO. 2015-625
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: AN ORDINANCE authorizing the City Manager or his designee to enter into an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Services for the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis.

Summary: On February 26, 2015 the Missouri Department of Transportation (MoDOT) issued the Joplin Regional Airport a Tentative Allocation (TA) letter which is the initiation of work for a proposed project. MoDOT has committed to the project for the Airport to rehabilitate the GA apron. This project will involve the repair of the existing substructure and a new overlay and markings. Per MoDOT schedule the project must be designed and bids received by July 1, 2015.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) years. CMT has developed a Scope of Work and a Consulting Contract for the project. After review by the MoDOT both were approved.

This agreement is an amendment to the original design contract and will include construction observation, contract administration, closeout services, and Airport Diagram updates. Grant funded projects do not allow us to operate on estimates and we could not know what the scope of the observation services were until the project had been designed and approved by MoDOT.

Discussion: The MoDOT has issued a Grant for the project and all the cost for this agreement will be paid from the Grant based on a 90/10 State/Local share. This original contract involving the design of the Rehab Project was for $89,842 with this amendment adding and additional $89,835. The Local Share will be approximately $9,000.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and CMT for the construction observation services for the rehabilitation of the General Aviation Ramp at the Joplin Regional Airport on an emergency basis to meet the construction timeline.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 5, 2015

Item: COUNCIL BILL NO. 2015-274
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 9/14/2015

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

SUMMARY/REQUEST:
Case 033-15: 1136 West 26th Street – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Donald Johnson.

STAFF SUMMARY:
Mr. Johnson would like to build a duplex on this property to serve future medical school, which will be a few blocks away. There is a mixture of low-density residential and commercial development in this area; a moderate-density residential lot could serve as a buffer between single family homes and commercial businesses. Although this corridor has been marked for office and institutional development, a two-family residential structure would fit within the character of this corridor.

Staff recommends approval of Case 033-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Curtis King appeared representing Donald and Judy Johnson, the owners of the property in this request. They are requesting rezoning from District R-1 to District R-2 for the construction of duplexes to serve the medical students who are coming to Joplin. Each unit would contain three bedrooms and two baths.

Mr. Eastman asked Mr. Bolander about long-term plans for 26th Street. He stated the future land use map shows a light commercial designation along this corridor, with heavier commercial districts being located closer to Main Street and also near Maiden Lane.

PUBLIC COMMENT:
None; however, Mr. Bolander has received two petitions of protest concerning this request.

P & Z Case 033-15
Donald Johnson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-274 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 at 1136 West 26th 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 NUMBERED FORTY-FOUR (44) IN BRIARCLIFF ADDITION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, 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 _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: September 14, 2015
City Council Meeting: October 5, 2015

STAFF PLANNING REPORT
Rezoning

Case 033-15: A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential District).

LOCATION: 1136 W 26th Street

APPLICANT: Donald Johnson

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Undeveloped	11,869 ft²

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-O	CO PD
Land Use	Single-Family Residential	Single-Family Residential	Non-Retail Commercial	Dentist's Office

FUTURE LAND USE:

This area has been designated for office and institutional use.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
26th Street	Major Arterial	100'
Picher Avenue	Secondary	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The property owner would like to construct a duplex on this property which is not permitted with current zoning. This property would need to be rezoned to R-2 to allow duplexes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Although this is in an area that the Future Land Use map has designated Office and Institutional, a Two-Family Residential structure would not detrimentally affect nearby commercial development.

DISCUSSION

Mr. Johnson would like to build a duplex on this property to serve future medical school, which will be a few blocks away. There is a mixture of low-density residential and commercial development in this area; a moderate-density residential lot could serve as a buffer between single family homes and commercial businesses. Although this corridor has been marked for Office and Institutional development, a two-family residential structure would fit within the character of this corridor.

Staff recommends approval of Case 033-15.

ENCLOSURES:

Map.

REZONING APPLICATION FORM

RECEIVED 8-14-15
Received Money 8-25-15

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

For Office Use Only

Case No.: 033-15
Filing Fee: $ 350.00
Date Advertised: 8-30-15
Date Notices Sent: 8-31-15
Public Hearing Date: 9-14-15

APPLICANT: Donald & Judy Johnson PHONE: 417-317-3600
ADDRESS: 3901 County LN. 272 Joplin MO ZIP: 64801
OWNER: Donald & Judy Johnson PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 1136 W 26th Joplin MO
LEGAL DESCRIPTION: All of Lot Numbered forty-four (44), in Brickcliff Addition, in the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and restrictions of record.

Present Zoning R1 Requested Zoning: R2 Acreage: 75' x 155'
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	Commercial	C-O
East	Residential	R-1
West	Commercial	CO-PD

CHARACTER OF THE NEIGHBORHOOD: Mixed Commercial & residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: Adding duplex to property

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26TH Street, Picher
2. Classification of Street(s):
   Arterial 26TH Collector _____ Local Picher
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: None

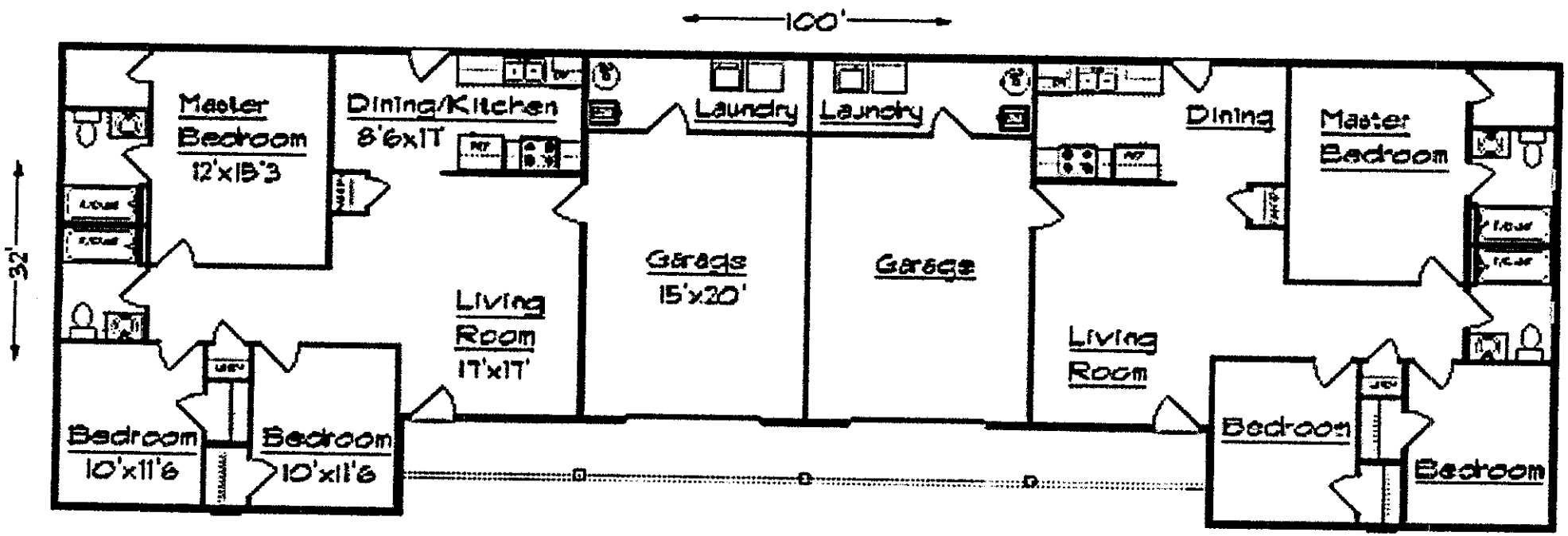
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

N/A

SIGNATURE: Donald Johnson DATE: 8-14-15

BY: _____

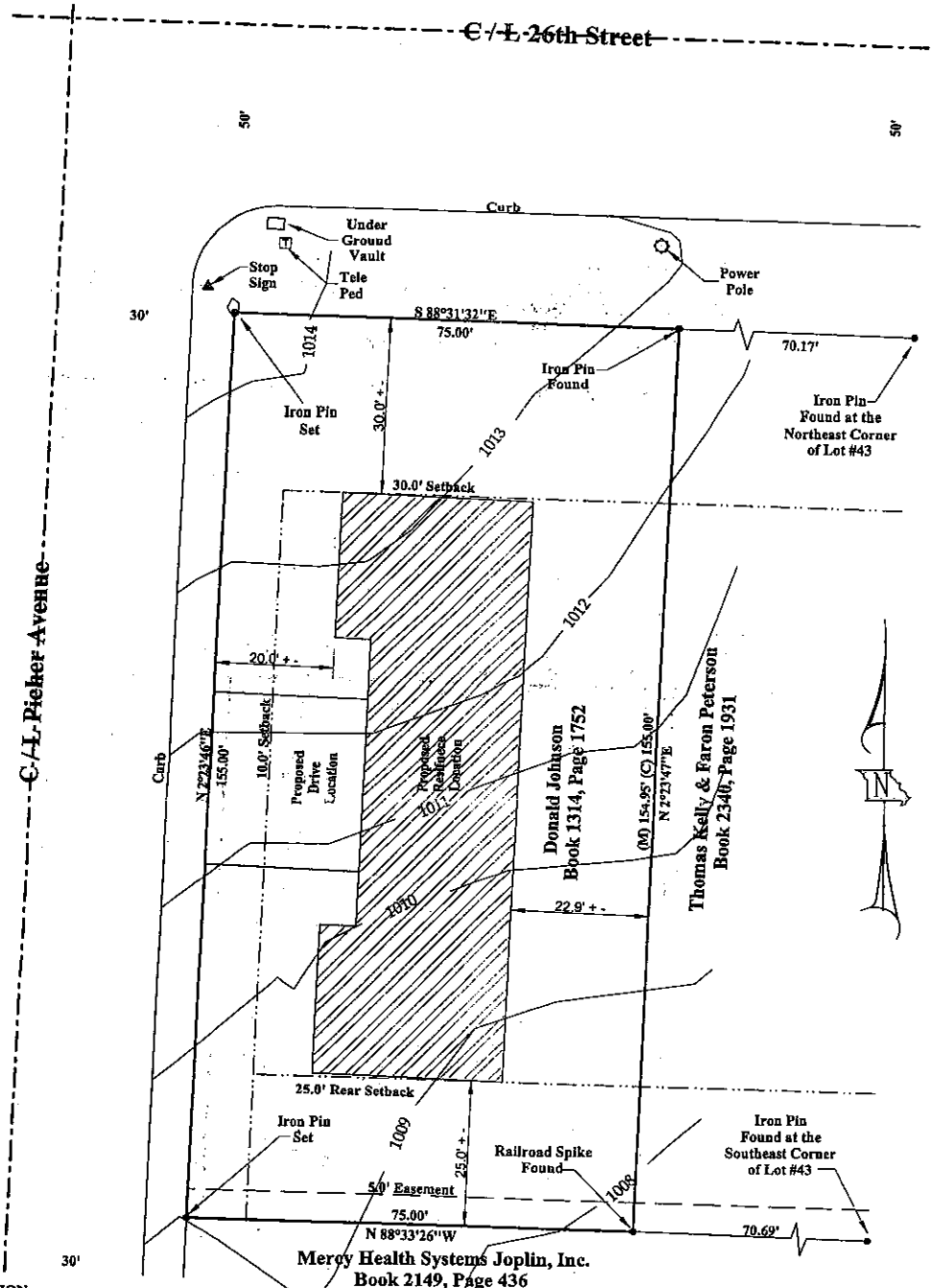
TITLE: _____


100'
32'
Master Bedroom 12'x15'3
Dining/Kitchen 8'6x17
Laundry
Laundry
Dining
Master Bedroom
Garage 15'x20'
Garage
Living Room 17'x17'
Living Room
Bedroom 10'x11'6
Bedroom 10'x11'6
Bedroom
Bedroom

Allgood

SCALE: ONE INCH EQUALS 20 FEET.
0 10 20 30 40

BASIS OF BEARINGS: The East line of Picher Avenue taken as North 02 Degrees, 23 Minutes, 46 Seconds East, as per Missouri West NAD83 per MODOT GPS Network.
CLASS OF PROPERTY:(C) Urban.
SOURCE DEED: Donald Johnson Book 1314, Page 1752



LEGAL DESCRIPTION:
All of Lot Numbered Forty-four (44),in Briarcliff Addition, in the City of Joplin, Jasper County, Missouri, Being subject to all easements, right-of-ways, and reservations of record.

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.

Rodney C. Neece 7/27/2015
RODNEY C. NEECE, MO.L.S. #2691

SURVEY & TOPO FOR:

Curtis King

PROPERTY ADDRESS: 26th Picher Avenue, Joplin, Missouri

SECTION - 15	TOWNSHIP - 27	RANGE - 33
SCALE: 1 = 20'.00"		DATE: 5-26-15

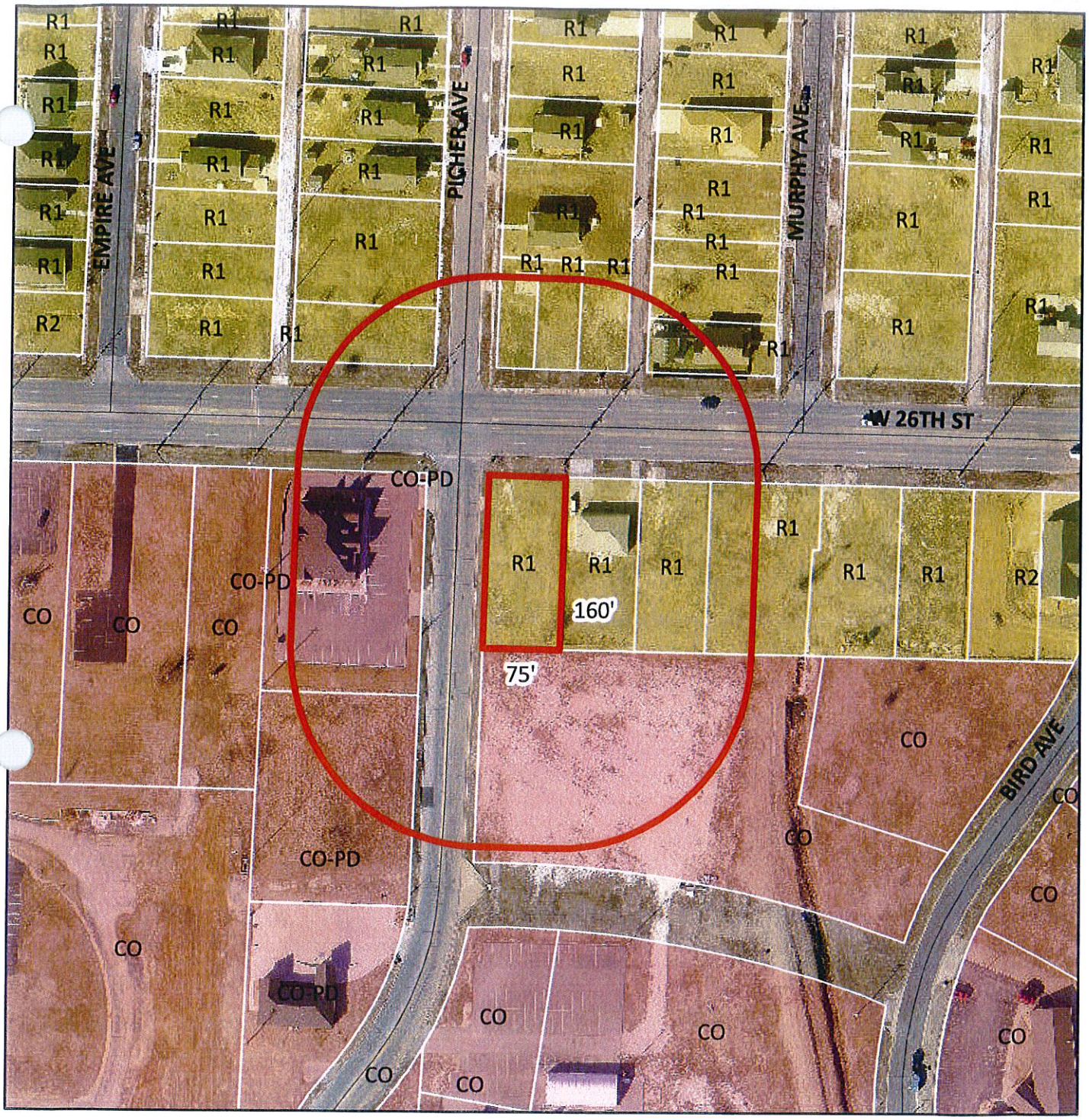
FILE NAME:L44BCA

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



0 0.0225 0.045 0.09 0.135 0.18 Miles

Case 033-15 1136 W 26th – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Donald Johnson.

N

Case 033-15: 1136 West 26th Street – A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) – Donald Johnson.

Mr. Eastman opened the public hearing for Case 033-15.

Mr. Curtis King, 3900 County Lane 272, Joplin, appeared representing Donald and Judy Johnson, the owners of the property at 1136 West 26th Street. They are requesting rezoning from District R-1 to District R-2 for the construction of duplexes to serve the medical students who are coming to Joplin in the next couple of years. Each unit would contain three bedrooms and two baths.

Mr. Bolander has received two protest petitions concerning this request.

Mr. Eastman asked Mr. Bolander about long-term plans for 26th Street. He stated the future land use map shows a light commercial designation along this corridor, with heavier commercial districts being located closer to Main Street and also near Maiden Lane.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 033-15.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 033-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).