COUNCIL AGENDA
December 5, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Boards And Commissions Plaque Presentation For Recognition And Appreciation Of Service For Outgoing Volunteer Board Members Who Have Completed Their Terms During 2016.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-290
      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-PD property as described below and located 2915 East 17th Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2016-290-SUMMARY.PDF
      CB 2016-290-STAFF PLANNING REPORT.PDF
      CB 2016-290.PDF

   3. COUNCIL BILL NO. 2016-291
      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 2005 South Byers Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2016-291.PDF
      CB 2016-291-SUMMARY.PDF
      CB 2016-291-STAFF PLANNING REPORT.PDF

   4. COUNCIL BILL NO. 2016-292
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property a Historic Landmark and include in a Historic Preservation Overlay District property as described below and located 220 North Pearl Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

CB 2016-292.PDF
CB 2016-292-STAFF PLANNING REPORT.PDF
CB 2016-292-SUMMARY.PDF

5. COUNCIL BILL NO. 2016-293
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property a Historic Landmark and include in a Historic Preservation Overlay District property as described below and located 721 North Sergeant Avenue in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2016-293.PDF
CB 2016-293-STAFF PLANNING REPORT.PDF
CB 2016-293-SUMMARY.PDF

6. COUNCIL BILL 2016-294
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located Approximately 110 acres lying west of Central City Road and South of 20th Street, Jasper County, Missouri.

Documents:

CB 2016-294-SUMMARY.PDF
CB2016-294-STAFF PLANNING REPORT.PDF
CB 2016-294.PDF

7. COUNCIL BILL 2016-295
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1.6 miles west of the intersection of 20th Street and Central City Road, Jasper County, Missouri.

Documents:

CB 2016-295.PDF
CB 2016-295-STAFF PLANNING REPORT.PDF
CB 2016-295-SUMMARY.PDF

8. COUNCIL BILL 2016-296
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1.5 miles west of the intersection of 20th Street and Central City Road, Jasper County, Missouri.

Documents:

CB 2016-296 - STAFF PLANNING REPORT.PDF
CB 2016-296.PDF
CB 2016-296-SUMMARY.PDF

9. COUNCIL BILL NO. 2016-297
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1983 South State Line Road, Jasper County, Missouri.

Documents:

CB 2016-297.PDF
CB 2016-297-STAFF PLANNING REPORT.PDF

CB 2016-297-SUMMARY.PDF

8. **Consent Agenda**

1. Minutes Of The November 21, 2016 Joplin City Council Meeting

Documents:

NOV 21- CC MINUTES.PDF

2. AMENDED COUNCIL BILL NO. 2016-014

AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, improvement and equipping of a frozen foods manufacturing facility; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $44,250,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds.

3. COUNCIL BILL NO. 2016-155

AN ORDINANCE approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

4. COUNCIL BILL NO. 2016-382

AN ORDINANCE adopting the 2016 City of Joplin Historic Preservation Plan Update.

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-157
AN ORDINANCE approving a purchase order to Armor Equipment in the amount of One Hundred Eighty Three Thousand, Eight Hundred and Four and no/100 Dollars ($183,804.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

Documents:

SUMMARY SHEET - STREET SWEEPER 2016-157.PDF
CB -STREET SWEEPER 2016-157.PDF
SWEEPER-11282016103021.PDF

2. COUNCIL BILL NO. 2016-158
AN ORDINANCE approving the contract with Bennett Inc. in the amount of Two Hundred Forty-Seven Thousand Nine Hundred Sixty-Five and no/100 Dollars ($247,965.00) for the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues in the City of Joplin, Missouri; and containing an emergency clause.

Documents:

TSO613 SUMMARYSHEET CONSTRUCTION-CB2016-.PDF
CB 2016-1 CONSTRUCTION_TSO613.PDF

LOCATION MAP TSO613.PDF
BID TAB FORM.PDF

3. COUNCIL BILL NO. 2016-160
AN ORDINANCE approving the contract with Ozark Nursery of Joplin in the amount of Twenty-Eight Thousand Nine Hundred Eighty and no/100 Dollars ($28,980.00) for Tree Planting on East 15th Street in the City of Joplin, Missouri; and containing an emergency clause.

Documents:

15TH STREET TREE PLANTING COUNCIL PP-MAP.PDF
BID TABULATION_TREESON15TH STREET.PDF
15THSTREET-TREES SUMMARYSHEET_CONSTRUCTION-CB2016-.PDF
CB 2016-160 CONSTRUCTION_15THSTREET-TREES.PDF

4. COUNCIL BILL NO. 2016-161
AN ORDINANCE approving an Agreement with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of One Hundred Fifty-One Thousand Four Hundred DOLLARS and 00/100 ($151,400.00) for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations project and containing an emergency clause.

Documents:

CB 2016-161 SUMMARY SHEET.PDF
CB 2016-161 AGREEMENT.PDF
CB 2016-161.PDF

5. COUNCIL BILL 2016-411
AN ORDINANCE approving the City of Joplin to execute Amendment No. 8 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Four Hundred Nineteen Thousand Dollars ($419,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents:

CB 2016-411 SUMMARY.PDF
CB 2016-411.PDF
JOPLIN DELOITTE R1 AMENDMENT 8 FINAL 112216.PDF

6. COUNCIL BILL 2016-412
AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 6 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities, not to exceed Two Million, One Hundred Sixty Two Thousand Dollars ($2,162,000.00) and authorizing the City Manager or his designee the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents:

CB 2016-412 SUMMARY.PDF
JOPLIN DELOITTE R2 WORK AUTHORIZATION 006 FINAL 112216.PDF
CB 2016-412.PDF

7. COUNCIL BILL NO. 2016-527
AN ORDINANCE adopting and establishing the pay rates for the 2016-2017 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

Documents:

CB 2016-527 SUMMARY WAGE ADJUSTMENT COUNCIL EMPLOYEES.PDF
CB 2016-527 COUNCIL EMPLOYEES PAY ADOPTION ORDINANCE.PDF
CB 2016-527 SCHEDULE A COUNCIL EMPLOYEE PAY EXHIBIT DEC 2016.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-015
AN ORDINANCE authorizing and adopting Provisions for Collective Bargaining with Law Enforcement Sergeants in the City's Police Department.

Documents:

SUMMARY_COLLECTIVE BARGAINING AGREEMENT WITH LAW ENFORCEMENT POLICE SERGEANTS_CB2016-015 AT 12-5-2016 MTG.PDF
COLLECTIVE BARGAINING PROVISIONS COUNCIL BILL_LAW ENFORCEMENT SERGEANTS IN POLICE DEPT_CB2016-015 AT 12-5-2016 MTG.PDF
COLLECTIVE BARGAINING PROVISIONS AGREEMENT- COJ-POLICE SERGEANTS V1 12-5-16 MTG.PDF

2. COUNCIL BILL 2016-383
AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, and
Heartland Pet Food Manufacturing, Inc.; and, authorizing the City Manager or his designee the Director of Planning, Development, and Neighborhood Services to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB 2016-383 SUMMARY.PDF
CB 2016-383.PDF
HEARTLAND CONTRACT_FINAL.PDF

3. COUNCIL BILL NO. 2016-618
AN ORDINANCE Approval of the job description of Assistant Wastewater Superintendent for the City of Joplin.

Documents:

SUMMARY SHEET -CB 2016-618.PDF
JOB DESCRIPTION ASST WW SUPER.PDF
COUNCIL BILL 201- 618 BOARD SUMMARY SHEET ASST WW SUPERINDENT JOB DESCRIPTION..PDF
CB -JOB DESCRIPTION 2016-618.PDF

12. Ordinances - Second Reading And Third Reading

13. **Unfinished Business**

14. **New Business**

    1. NEWS FROM THE PIO

    2. Closed Session

       Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(2) (3) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-290
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-290
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 047-16: 2915 East 17th Street – A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District) for the construction of a Health Club – Shannon Strahan.

STAFF SUMMARY:
This property consists of a 15,000 square foot lot located at 2915 East 17th Street. This piece of land is located in the tornado zone; any increase in zoning intensity also requires a Site Plan approval by the City Council. The proposed development is a women's gym. The gym is approximately 3300 square feet, which requires 11 parking spaces. The current site layout has 18 parking spaces. The building will also have areas for a spa and additional classrooms.

The site will also have a buffer between the proposed commercial area and the surrounding residential lots surrounding. Additionally, there will be sidewalk along the southern portion of the property that fronts 17th street along with a landscape buffer surrounding the parking lot. This site is currently zoned for residential development, but it is located in a future commercial/retail corridor.

Staff recommends approval of Case 047-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Taylor Cunningham recommended that Case 047-16 be tabled by the Planning and Zoning Commission. Site plans submitted by the property owner were inadequate and did not show the amount of detail necessary for a full site plan review. The property owner was there to answer any questions the Commission might have.

Ms. Shannon Strahan, 2611 E 15th Street, Joplin, MO 64804 stated that she could speak with the builder and table the case. Mr. Duncan asked if there were any screening areas, green areas and planting. Ms. Strahan stated there was. The partition will be up to code. Ms. Cunningham explained the City Code for the commercial properties.

PUBLIC COMMENT: None.

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Rezoning

CASE 047-16 A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District).

LOCATION 2915 East 17th Street

APPLICANT Shannon Strahan

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	100 x 150

SITE CONTEXT

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

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail and commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
17th Street	Secondary	50'

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

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future retail/commercial development in the Future Land Use map of the Comprehensive Plan. It provides screening from adjacent residential properties, parking lot landscaping, and a sidewalk along the southern side of the property facing 17th street.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial development. Pending rezoning approval, this site would be zoned Neighborhood Commercial, which would provide a transition from high-density commercial along Rangeline to residential zoning districts south of Highview Avenue.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. Although there is a residential house to the east of this property, this area has been designated as future commercial development.

DISCUSSION

This property consists of a 15,000 square foot lot located at 2915 East 17th Street. This piece of land is located in the tornado zone; any increase in zoning intensity also requires a Site Plan approval by the City Council. The proposed development is a women's gym. The gym is approximately 3300 square feet, which requires 11 parking spaces. The current site layout has 18 parking spaces. The building will also have areas for a spa and additional classrooms.

The site will also have a buffer between the proposed commercial area and the surrounding residential lots surrounding. Additionally, there will be sidewalk along the southern portion of the property that fronts 17th street along with a landscape buffer surrounding the parking lot. This site is currently zoned for residential development, but it is located in a future commercial/retail corridor.

Staff recommends approval of Case 047-16.

ATTACHMENTS

- Application
- Conceptual plans
- Map

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.: 047-16
Filing Fee: ~~$350.00~~ $450.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT: SHANNON STRAHAN PHONE: 417-850-6002
ADDRESS: 2611 E. 15th St. ZIP: 64804
OWNER: MICHAEL & SHANNON STRAHAN PHONE: 417-850-6002
ADDRESS: 2611 E. 15th St. ZIP: 64804
LOCATION OF PROPERTY: 2915 E. 17th St.
LEGAL DESCRIPTION: Fitness Studio for WOMEN

Present Zoning Residential Requested Zoning: Commercial Acreage: .34 Acres
Present Use of Property: VACANT LOT IN CART ZONE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	house, alley	B-1
South	vacant lot, AT&T	B-1
East	house, US Cellular	B-1
West	vacant lot	B-1

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL RESIDENTIAL
BLOCK BETWEEN DANIELINE & HIGHVIEW

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? It is similar to the existing area; example dirmatech is aspn on 2nd E. 18th street one block south
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? 35
   If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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: Rangeline, E. 17th + Highview
2. Classification of Street(s):
   Arterial Rangeline Collector 17th Street Local Highview
3. Right-of-Way Width: 17th Street is 60 feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No - We will have on street parking,

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

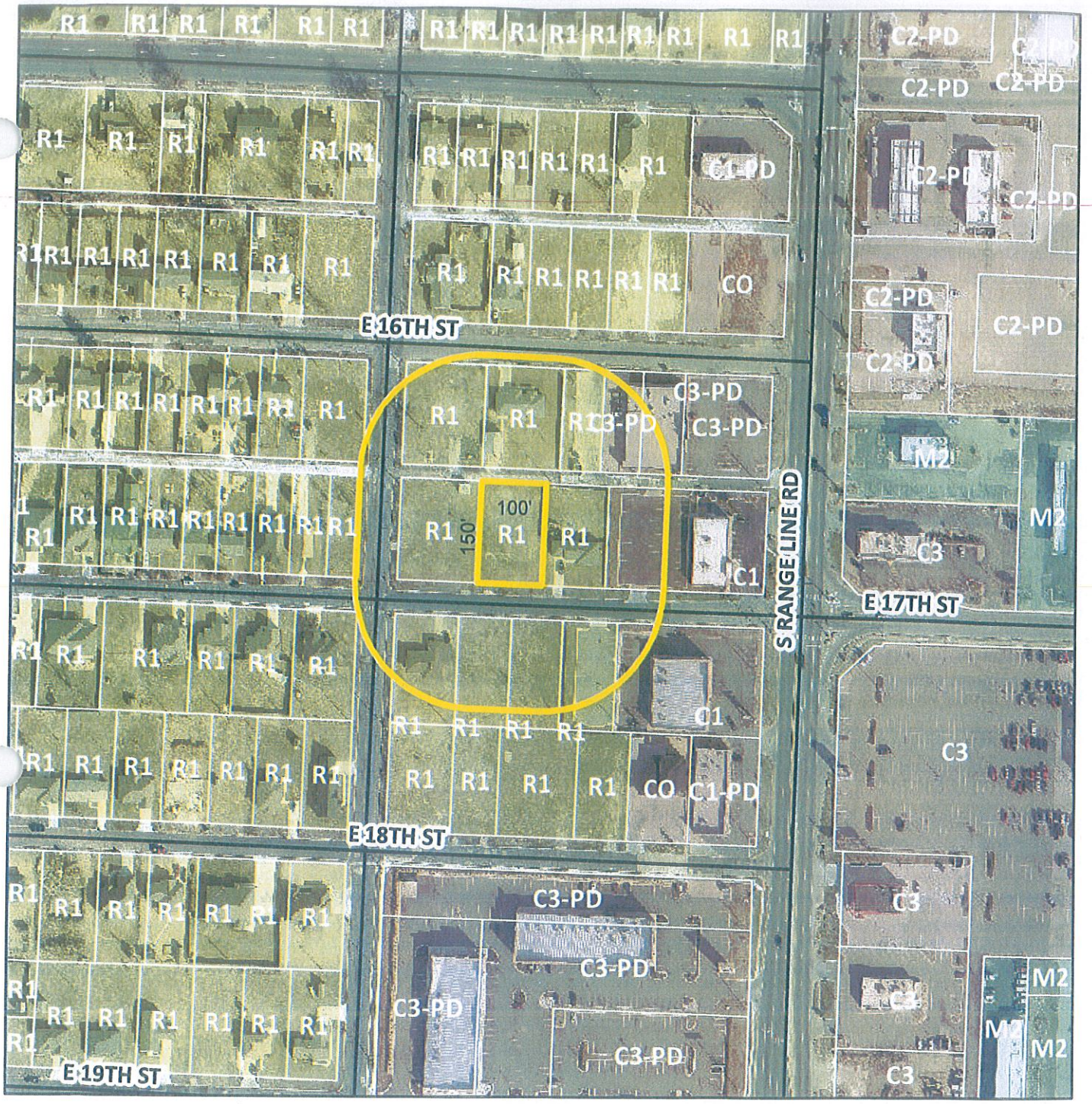
1. Appropriately Sized Lots? yes
2. Properly Sized Street Right-of-Way? yes
3. Drainage Easements? yes
4. Utility Easements:
   - Electricity? yes
   - Gas?
   - Sewers?
   - Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Shannon Stramer DATE: 9-23-16

BY:

TITLE: Owner Curlfriends Fitness Joplin



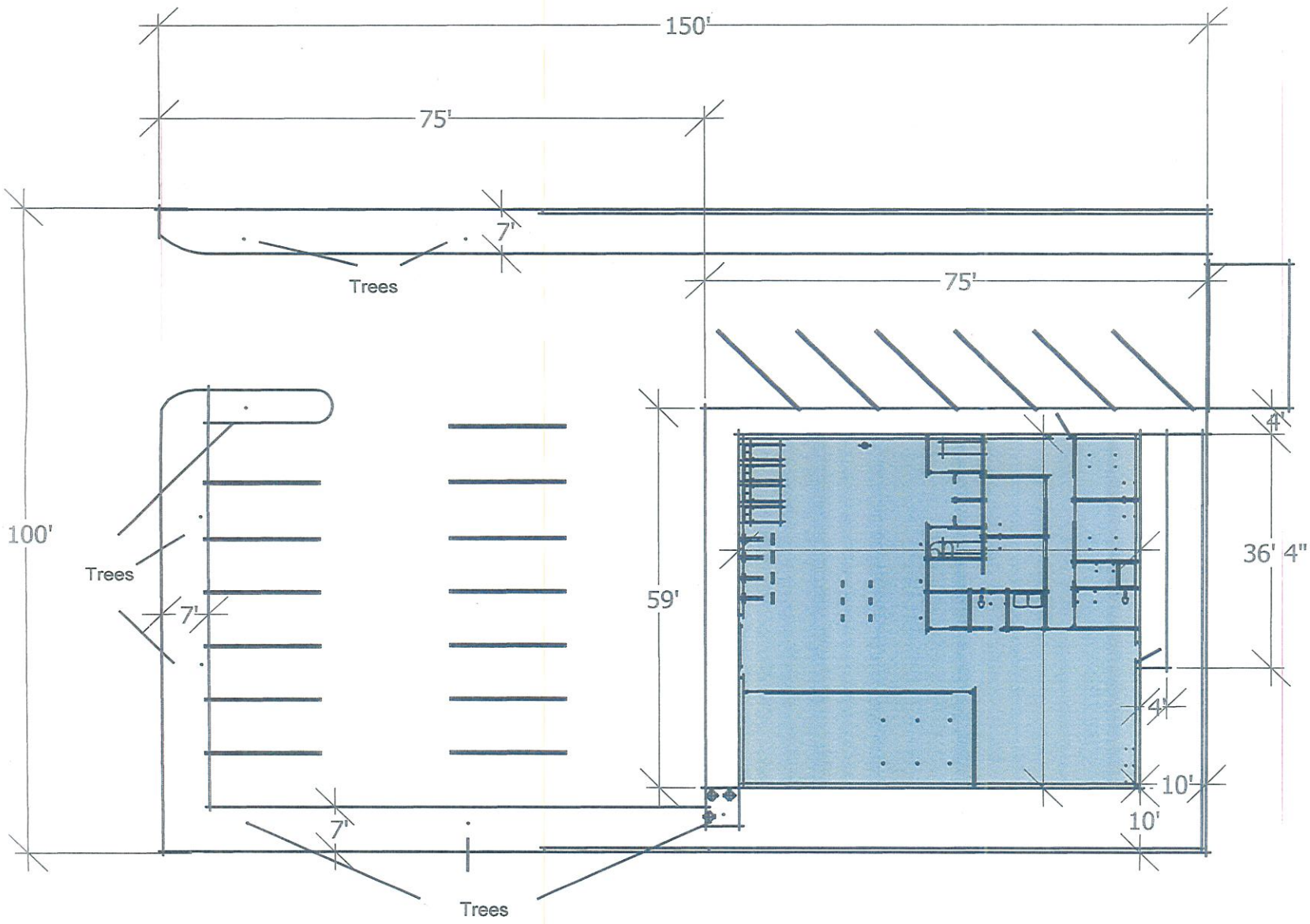
Case 047-16: 2915 E 17th - A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial Development) for the construction of a Health Club - Shannon Strahan.

FARRFI

PROJECT
Girlfriends Gym

DRAWN BY
Matt Robertson

Elevation
Layout 1



PROJECT
Girlfriends Gym

DRAWN BY
Matt Robertson

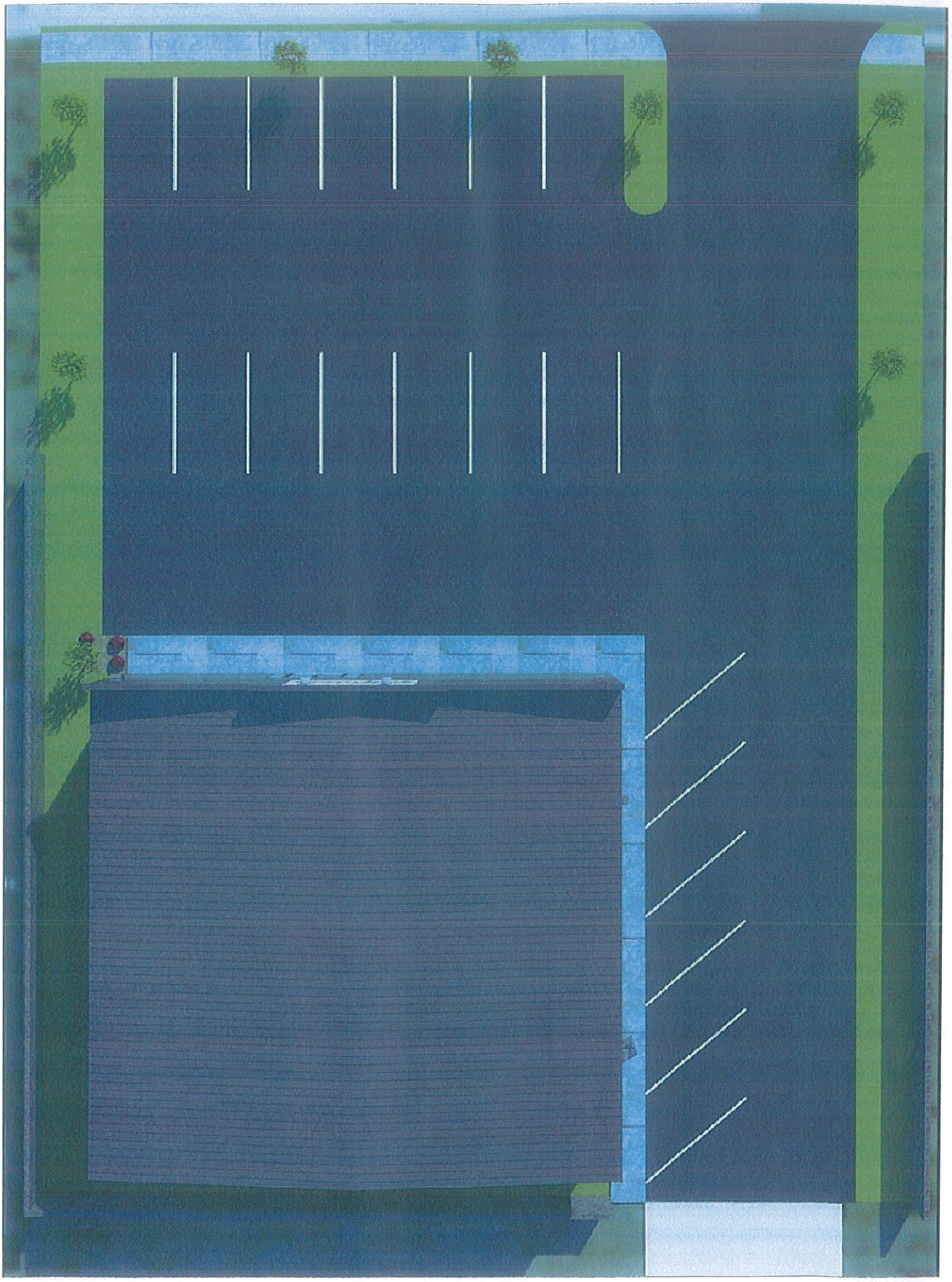
Overview &

FARRFI

PROJECT
Girlfriends Gym

DRAWN BY
Matt Robertson

Elevation
Layout 2

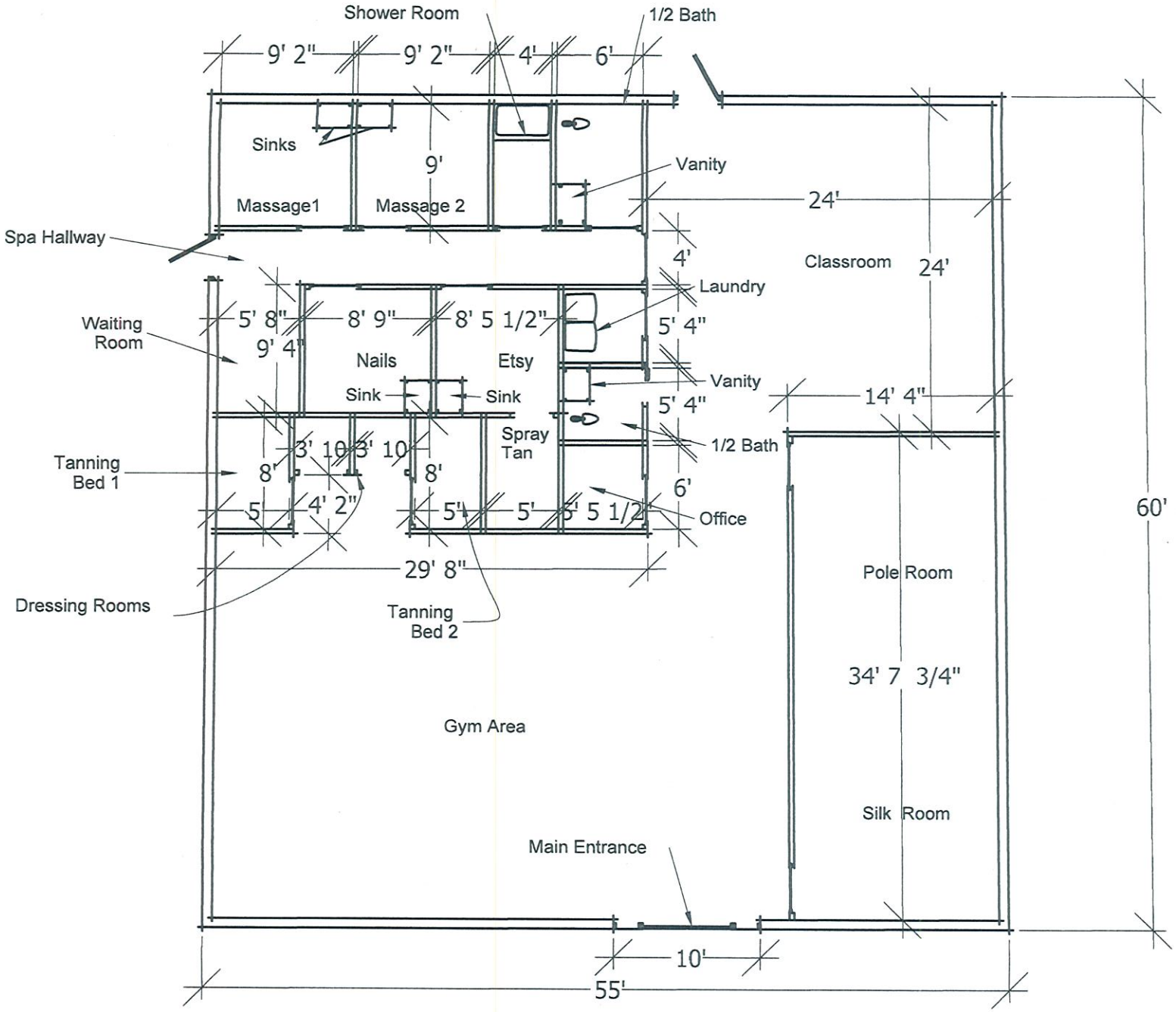


Rendered Overview

DRAWN BY
Matt Robertson

PROJECT
Girlfriends Gym

FARRELL



PROJECT
Girlfriends Gym

DRAWN BY
Matt Robertson

Floor Plan

P & Z Case 047-16
Shannon Strahan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-290 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-PD property as described below and located 2915 East 17th 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-PD:

All of lot one-hundred and twenty-five (125) and the west forty (40) feet of lot one-hundred and twenty-six (126) of Campbell's first addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 048-16
Eugene Mense
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-291 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 2005 South Byers 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 C-1:

All of lot two (2) of A.F. Frye's Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
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: December 5, 2016

Item: COUNCIL BILL NO. 2016-291
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-291
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 048-16: 2005 South Byers Avenue – A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for future commercial expansion – Eugene Mense.

STAFF SUMMARY:
This property consists of a 50 x 120-foot lot at 2005 South Byers Avenue. It is currently undeveloped and is directly south of an existing commercial structure. Mr. Mense purchased this property in March along with the parcel that fronts 20th Street, remodeled the existing structure and is preparing to move his accounting business into it. The property owner would like to rezone this property from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) in order to match the adjacent commercial zoning to the north. This rezoning would accommodate future commercial expansion of the existing structure on 20th Street. Currently, Mr. Mense does not have plans for commercial expansion but wants to rezone it to conform to the zoning of the northern property.

Staff recommends approval of Case 048-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eugene Mense, 1411 Stadium Drive, Webb City, MO is the property owner of 2005 South Byers Avenue, Joplin. He requested the rezoning of the property for future expansion of a building that is currently at the corner of 20th. The lot is vacant.

PUBLIC COMMENT: None.

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Rezoning

CASE 048-16 A request to rezone from R-1 (Single-Family Residential) C-1 (Neighborhood Commercial)

LOCATION 2005 South Byers Avenue

APPLICANT Eugene Mense

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	50 x 120

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Byers Avenue	Secondary	60'

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

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The site is not being developed currently but is suitable for future commercial development. Because of the site's size, it will accommodate expansion of the existing commercial structure to the north but is unlikely to be buildable for a new commercial structure.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial development. With an approved rezoning, the site will allow for future commercial expansion.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby property.

DISCUSSION

This property consists of a 50 x 120-foot lot at 2005 South Byers Avenue. It is currently undeveloped and is directly south of an existing commercial structure. Mr. Mense purchased this property in March along with the parcel that fronts 20th Street, remodeled the existing structure and is preparing to move his accounting business into it. The property owner would like to rezone this property from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) in order to match the adjacent commercial zoning to the north. This rezoning would accommodate future commercial expansion of the existing structure on 20th Street. Currently, Mr. Mense does not have plans for commercial expansion but wants to rezone it to conform to the zoning of the northern property.

Staff recommends approval of Case 048-16.

ATTACHMENTS

- Application
- Map

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.: 048-16
Filing Fee: ~~$ 350.00~~ $450.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT: Eugene M. Mense III PHONE: 417-673-5057
ADDRESS: 1411 Stadium Dr. Webb City, MO ZIP: 64870-1069
OWNER: <17 PHONE: 417-673-5057
ADDRESS: 1411 Stadium DR. Webb City, MO ZIP: 64870-1069
LOCATION OF PROPERTY: _____
LEGAL DESCRIPTION: _____

Tract 2: All of Lot Numbered Two (2) in ALBERT F. FRYE'S ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Present Zoning _____ Requested Zoning: _____ Acreage: _____
Present Use of Property: _____

SURROUNDING LAND USE AND ZONING:

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

CHARACTER OF THE NEIGHBORHOOD: 20TH Street commercial corridor; mixed use 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? ____
   If yes, explain: Must be rezoned for future commercial expansion

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

owner <17

Eugene M. Mense, III and Deanna L. Mense, Trustees of the Eugene and Deanna Mense Joint Revocable Trust dated September 23, 2008

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: Byers Ave
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
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:

SIGNATURE: _____ DATE: 9-16-16

BY: Eugene M Mevis III

TITLE: Trustee



048-16 2005 S Byers Ave - A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for future commercial expansion - Eugene Mense

N

P & Z Case 049-16
Sandra and David Pomert
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-292 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property a Historic Landmark and include in a Historic Preservation Overlay District property as described below and located 220 North Pearl 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 including in a Historic Preservation Overlay District.

All of lot numbered one-hundred sixty-eight (168) of Wilson and Hutton's first addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT

CASE 049-16	A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District
APPLICANT	Sandra and David Pommert
LOCATION	220 North Pearl Avenue
PRESENT ZONING	R-3 (Multi-Family Residential)
REQUESTED OVERLAY ZONING DISTRICT	HP (Historic Protection Overlay District)

STAFF ANALYSIS

This is a request by a Sandra and David Pommert to nominate this historic home as a local historic landmark. The property is adjacent to the Murphysburg Residential Historic District. The home was constructed around 1895 and is in the Queen Anne Victorian architectural style. It was built by local real estate investor, D.A. Gault. This home was featured in a 1902 booklet called *Joplin Missouri: The City that "Jack" Built: Some of its Businesses and Beauties* as well as in Murphysburg's Holiday Tour of Historic Homes. 220 North Pearl features a wraparound front porch, all original woodwork, windows, and fireplace.

According to the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the church nomination meets criteria (A), (C), (D), and (F).

The Historic Preservation Committee recommended approval of Case 049-16.

Staff recommends approval of Case 049-16.

Case 049-16

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 220 N. Pearl Avenue
Property Name (historic or common): D.A. Gault House

OWNER INFORMATION
Name: David and Sandra Pommert Phone: 417 782-3222
Address: 220 N. Pearl Ave.

FORM PREPARED BY (If other than owner)
Name: _____ Phone: _____
Address: _____
Relationship to Owner: _____
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: Single Family Residence
Historic Use (if known): Single Family Residence
Public or Private: Private Occupied or Unoccupied: _____

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: circa 1895
Architect and/or Builder (if known): unknown
Building Materials (foundation, walls, roof, etc.): limestone foundation, frame construction
Architectural Style: Queen Anne Victorian
Site Description (property and surrounding area): single lot in the Wilson-Hutton 1st Division. Victorian homes surrounding it.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: House was included in the 1902 booklet: "Joplin, Missouri - the City that Jack Built"

2. Its location as a site of a significant local, county, state, or national event:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Home of D.A. Gault - mine owner & broker. (See attachments)

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: Queen Anne Victorian. Wrap around front porch still survives though the original posts were replaced with columns on granite pillars in the 1920's. Dust porch removed & porch roof pitch changed.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country:

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Interior features all of the original woodwork, pocket doors, windows, fireplace. Exterior still exhibits many of the original details.

7. Its embodiment of design elements that make it structurally or architecturally innovative:

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature:

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

_____

_____

_____

10. Its suitability for preservation or restoration: _____

_____

_____

_____

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

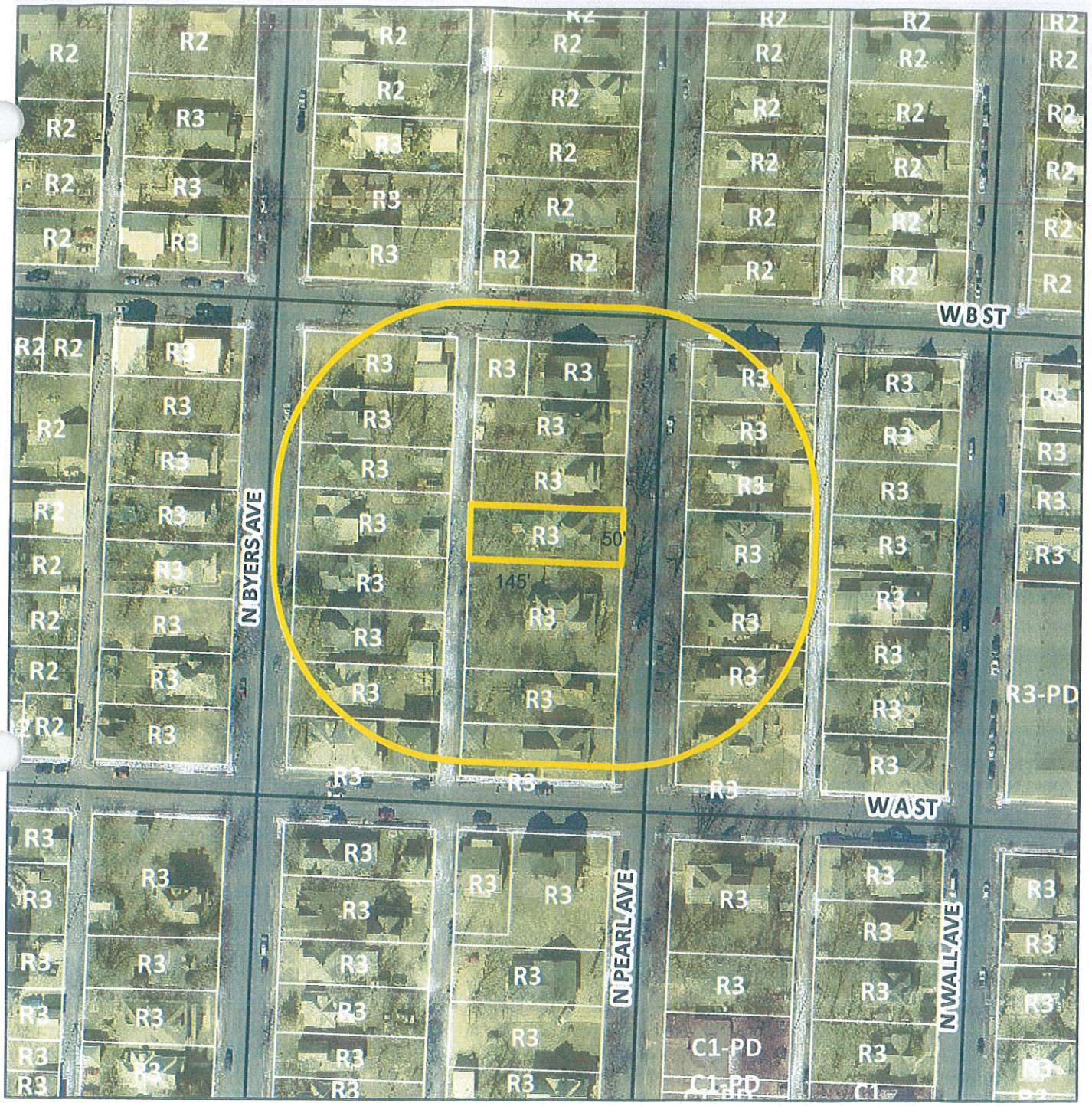
Please sign below once the nomination form is complete and ready for submittal:

Printed Name: SANDRA POMMERT

Signature: _____ Date: _____



2016 View of 220 North Pearl Avenue



Case 049-16: 220 North Pearl Avenue – A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District – Sandra and David Pommert.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-292
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-292
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 049-16: 220 North Pearl Avenue - A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District - Sandra and David Pommert.

STAFF SUMMARY:
This is a request by a Sandra and David Pommert to nominate this historic home as a local historic landmark. The property is adjacent to the Murphysburg Residential Historic District. The home was constructed around 1895 and is in the Queen Anne Victorian architectural style. It was built by local real estate investor, D.A. Gault. This home was featured in a 1902 booklet called *Joplin Missouri: The City that "Jack" Built: Some of its Businesses and Beauties* as well as in Murphysburg's Holiday Tour of Historic Homes. 220 North Pearl features a wraparound front porch, all original woodwork, windows, and fireplace.

According to the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the church nomination meets criteria (A), (C), (D), and (F).

The Historic Preservation Committee recommended approval of Case 049-16.

Staff recommends approval of Case 049-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Sandra Pommert, 220 North Pearl Avenue, Joplin, Missouri, owns the property in Case 049-16. Requesting for their home to be an Historic Landmark. They have done a lot of work on the outside of the home. The inside of the home previous owners did a lot of improvements. It is a single family home.

Ms. Taylor Cunningham explained why it is zone R-3 (Multi-family Residential). In the 1970's or 1980's the older homes were rezoned to multi-family in attempt to keep occupancy.

Mr. Duncan asked about the garage if it was attached or detached. Ms. Pommert stated that it was an attached garage.

Mr. Duncan asked it that was okay with the Historic Designation being that part was not the original? Ms. Taylor Cunningham stated it was.

PUBLIC COMMENT: None.

P & Z Case 050-16
Jill and Jason Sullivan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-293 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property a Historic Landmark and include in a Historic Preservation Overlay District property as described below and located 721 North Sergeant 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 including in a Historic Preservation Overlay District.

All of lot numbered one-hundred and seventy-one (171) of the Roanoke Addition to the City of Joplin, Jasper County, Missouri.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT

CASE 050-16	A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District
APPLICANT	Jill and Jason Sullivan
LOCATION	721 North Sergeant Avenue
PRESENT ZONING	R-1 (Single-Family Residential)
REQUESTED OVERLAY ZONING DISTRICT	HP (Historic Protection Overlay District)

STAFF ANALYSIS

This is a request by Jill and Jason Sullivan to nominate this historic home as a local historic landmark. The property is in the historic Roanoke neighborhood and is commonly known as the Jesse F. Osborne House. The home was constructed in 1910 and is in the American Foursquare/Prairie architectural style. It was built by former Joplin mayor Jesse F. Osborne who was elected as the City's mayor a record five times. Mayor Osborne died in office in 1926. The Osborne Memorial Cemetery in south Joplin was named after him. 721 North Sergeant features two limestone porches and a chimney, as well as three unoriginal sleeping porches that were added in the 1920s. The house was among the first homes built in Roanoke, which was Joplin's first planned subdivision.

According to the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

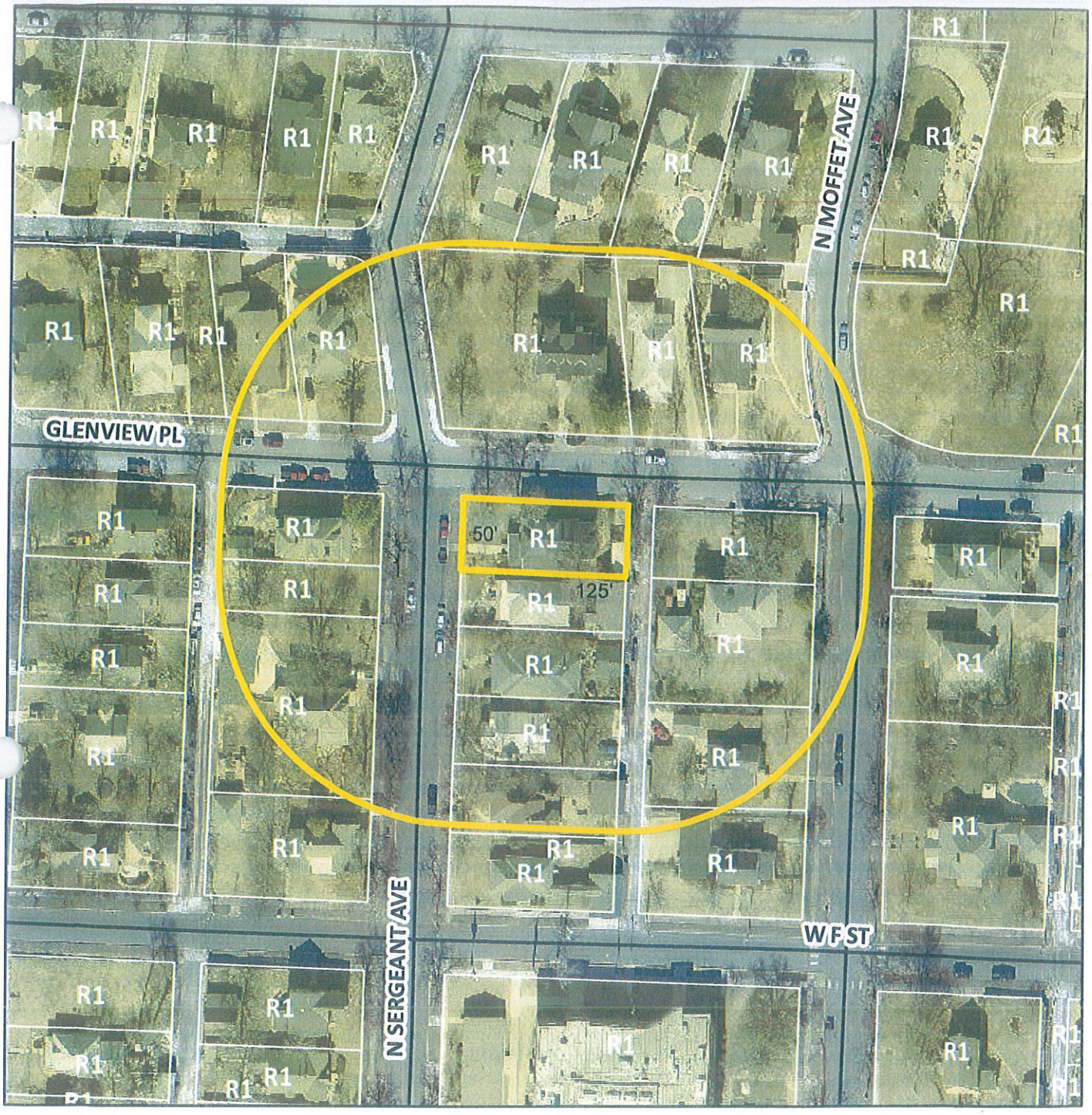
J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the church nomination meets criteria (C) and (H).

The Historic Preservation Committee recommended approval of Case 050-16.

Staff recommends approval of Case 050-16.



Case 050-16: 721 North Sergeant Avenue – A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District – Jill and Jason Sullivan.

Case 05-D-16

City of **Joplin** Planning and Community Development

602 S. Main Street, Joplin, MO 64801 (417) 624-0820 Extension
510
FAX No. (417) 625-4738

HISTORIC LANDMARK NOMINATION FORM

1. NAME OF LANDMARK (Common or Historic):

   Jesse F. Osborne House

2. ADDRESS:

   721 N. Sergeant Ave.

3. NAME AND ADDRESS OF OWNER (A Notarized Letter of Consent from Legal Owner is Required)

   Jason & Jill Sullivan, 721 N. Sergeant, Joplin MO 64801

4. PRESENT USE(S): residence

5. ORIGINAL USE (If Known) residence

6. PHYSICAL DESCRIPTION:

   a. Date of Construction: 1910

   b. Style or Form: American Foursquare/Prairie

   c. Construction (Brick, Frame, etc.): A belt-course separates the wood siding on first floor from the wood shingles on the second floor. House accented with two limestone porches and chimney. The three "sleeping porches" are not original to the house but were probably added in the 1920s.

   d. Site (Brief Description of Immediate Area): single lot at the southeast corner of Glenview Street and Sergeant Avenue in the Roanoke subdivision. Surrounded by houses of generally the same time period.

7. HISTORICAL SIGNFICANCE:*

Criterion 3: This house was built by Jesse F. Osborne, mayor of Joplin, who had the distinction of being elected to the city's top job a record five times. He died in office in 1926. The *Joplin Globe* reported "His death brought to an end one of the most colorful and successful political careers in the history of Joplin and Jasper County. He was, for more than 25 years, an outstanding leader in democratic politics and for nearly as many years figured in the political and

official life of the city." He was defeated two times, and each time, he came back to beat the man who defeated him. The fifth time he was elected, he had been persuaded to come out of retirement to run against the Klan's candidate. Osborne was elected on an anti-Klan platform. Osborne Memorial Cemetery in south Joplin was named after him.

Criterion 8: This house is among the first homes built in Roanoke, Joplin's first planned subdivision. In 1907, real estate developers began building fine homes in north Joplin on desolate mining land formerly owned by Granby Mining Company. Everyone scoffed at the speculative venture, claiming that no one would want to live in such a rough, ugly area. But the skeptics were proven wrong, as a Roanoke address soon became the most prestigious in town.

*Historical Signficance must meet one or more of the Code Criteria as outlined in Attachment "B".

8. BIBLIOGRAPHY: (Include all sources used in the research for nomination)

Gibbons, Charles. *Angling in the Archives*. 1996.
Joplin city directories, 1909, 1910, 1911.
Joplin Globe. September 1910.
Owner's Abstract for 721 N. Sergeant.
Sanborn Fire Insurance maps, 1900, 1906, 1954.
Shaner, Dolph. *Roanoke: Joplin's Beautiful Residence District*. 1944.
Simpson, Leslie. *From Lincoln Logs to Lego Blocks: How Joplin Was Built*. 1999.

9. ATTACH PHOTOGRAPH AS EXHIBIT "A".

The following information will be provided by the person making the nomination:

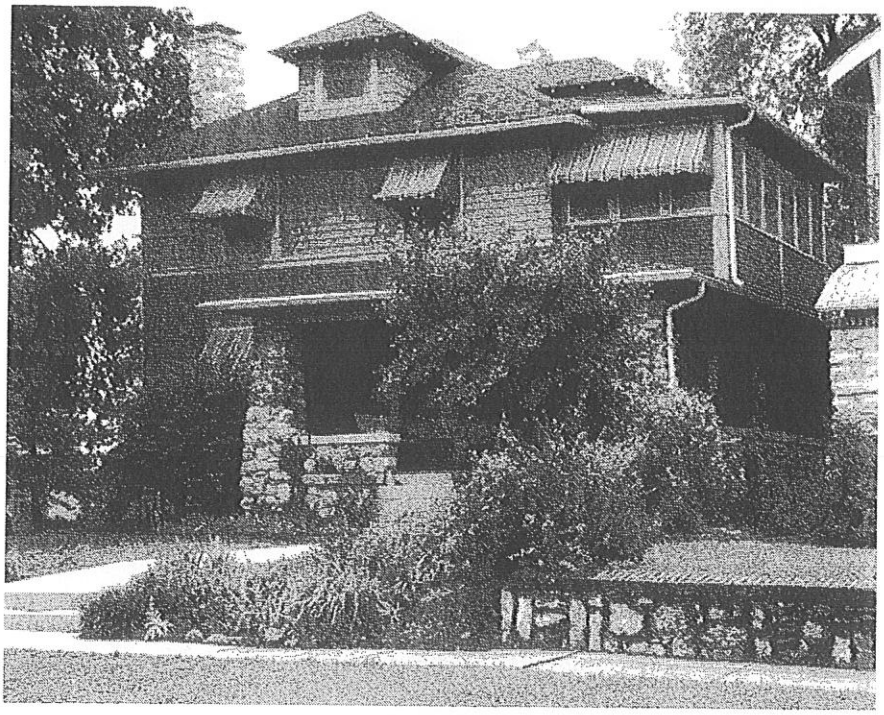
Name: Jill Sullivan

Address: 721 N. Sergeant Ave.

Date: 3/7/2016

Signature: Jill Sullivan

ATTACHMENT "A"



Frontage on Sergeant



Frontage on Glenview

September 1910 advertisement for Roanoke. Top left drawing is Jesse Osborne's house.

THE TOP OF JOPLIN

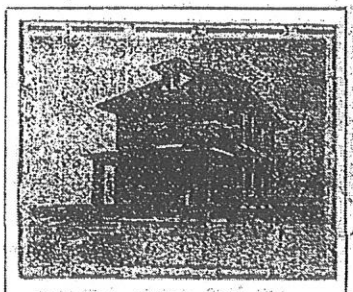
ROANOKE!



Residence of Ex-Mayor Osborne.

As evidence of the desirability of Roanoke Addition and the class of residences that will be built in this beautiful and restricted addition, we produce the homes of Ex-Mayor Osborne, Dr. S. A. Grantham and a brick residence building by R. L. Fink. H. A. Forsythe has chosen a pair of choice lots and plans are now in the hands of an architect for a residence which will be in the course of construction within two weeks.

No praise of the beauty of this addtion can be too extravagant, nor can the possibilities of its development be exaggerated, as its location and accessibilities give assurance of rapidly increasing values.



Brick House Built by R. L. Fink.

This additon has a high elevation and magnificent view, overlooking the entire country for miles, which cannot be equaled by any location in Joplin.



Residence of Dr. Grantham.

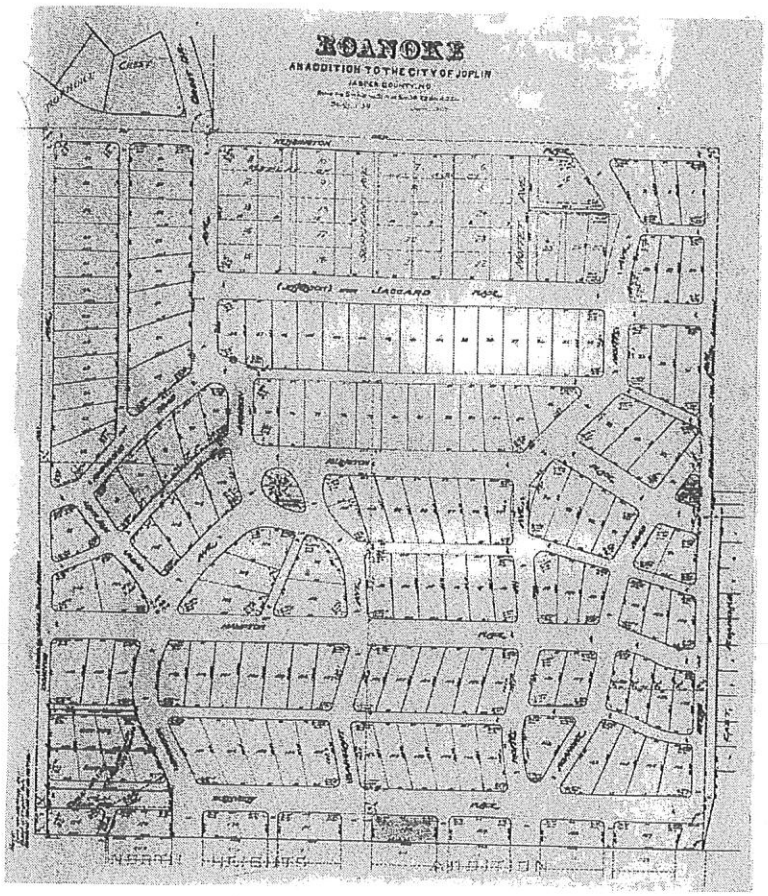
Two blocks from street car line; 10 blocks from Union depot; 12 blocks from Postoffice. Byers ave. east line, G street south line, adjoining North Heights.

Prices, From **$300 to $1,000** Cash or Terms

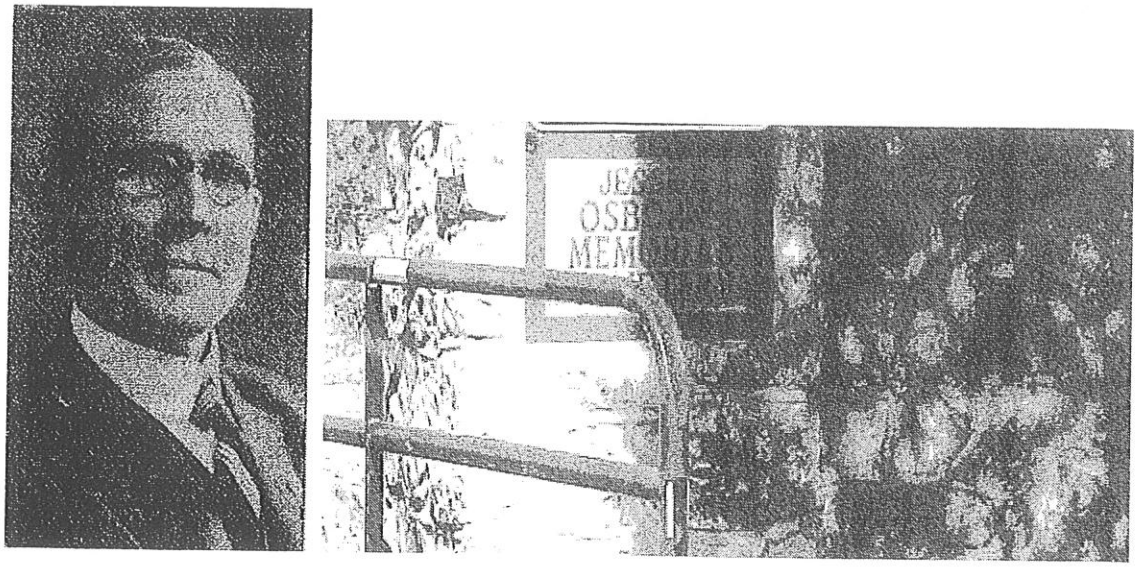
50 Per Cent Cheaper Than Adjoining Property. For Sale by

Michel & Kirkpatrick

115½ W. 4th Street Rooms 5 and 6, Upstairs. Home Phone 1080.



Map of Roanoke with 721 N. Sergeant highlighted in pink.



Jesse Osborne and the cemetery that bears his name.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-293
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-293
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 050-16: 721 North Sergeant Avenue – A request to designate the property a Historic Landmark and include in a Historic Preservation Overlay District – Jill and Jason Sullivan.

STAFF SUMMARY:
This is a request by Jill and Jason Sullivan to nominate this historic home as a local historic landmark. The property is in the historic Roanoke neighborhood and is commonly known as the Jesse F. Osborne House. The home was constructed in 1910 and is in the American Foursquare/Prairie architectural style. It was built by former Joplin mayor Jesse F. Osborne who was elected as the City's mayor a record five times. Mayor Osborne died in office in 1926. The Osborne Memorial Cemetery in south Joplin was named after him. 721 North Sergeant features two limestone porches and a chimney, as well as three unoriginal sleeping porches that were added in the 1920s. The house was among the first homes built in Roanoke, which was Joplin's first planned subdivision.

According to the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the church nomination meets criteria (C) and (H).

The Historic Preservation Committee recommended approval of Case 050-16.

Staff recommends approval of Case 050-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jill Sullivan, 721 North Sergeant Avenue, Joplin, MO, owns the property in Case 050-16. Ms. Sullivan explained she and her husband were the first to build in their sub-division which is in historic Roanoke neighborhood and the home is commonly known as the Jesse F. Osborne House. It meets two (2) of the requirements for Historic Preservation. The home has architectural value and resources due to the era it was built.

Mr. Smith asked for comments from the commissioners and the audience, and none were received.

PUBLIC COMMENT: Ms. Gay Dust, 2818 East 18th Street. She thoroughly supports anyone that is trying to get those houses back in condition.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-294
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-294
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 051-16: Approximately 110 acres lying west of Central City Road and South of 20th Street – A request to voluntarily annex property into the City of Joplin – Wildwood Ranch Development.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 110 acres of land approximately lying west of Central City Road and south of 20th Street. This is the first of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

The land consists of a southern track that lies south of the railroad line that is adjacent to current city limits, along with a northern track that lies north of the railroad line and extends along the 20th Street right-of-way line from Central City Road to the next adjoining property.

Staff recommends approval of Case 051-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kurt Higgins, 7231 East 24th Street, Joplin, MO with Allgeier Martin and Associates Inc. He supports this Annexation.

Mr. Smith asked if anyone had any question?

Mr. Ramsour wanted to know how this property is connected to the City of Joplin. Ms. Taylor Cunningham showed on an overview map how all properties were connecting with the City of Joplin and how they were going to connect together. Mr. Troy Bolander explaining about a small strip of property donated by Mark Ramsour for the connectivity.

PUBLIC COMMENT: None.

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Voluntary Annexation

CASE 051-16 A request to voluntarily annex approximately 110 acres into the City of Joplin

LOCATION Approximately 110 acres lying west of Central City Road and South of 20th Street

APPLICANT Wildwood Ranch Development

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	110 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 110 acres of land approximately lying west of Central City Road and south of 20th Street. This is the first of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

The land consists of a southern track that lies south of the railroad line that is adjacent to current city limits, along with a northern track that lies north of the railroad line and extends along the 20th Street right-of-way line from Central City Road to the next adjoining property.

Staff recommends approval of Case 051-16.

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.

Managing member

Wildwood Ranch L.L.C.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

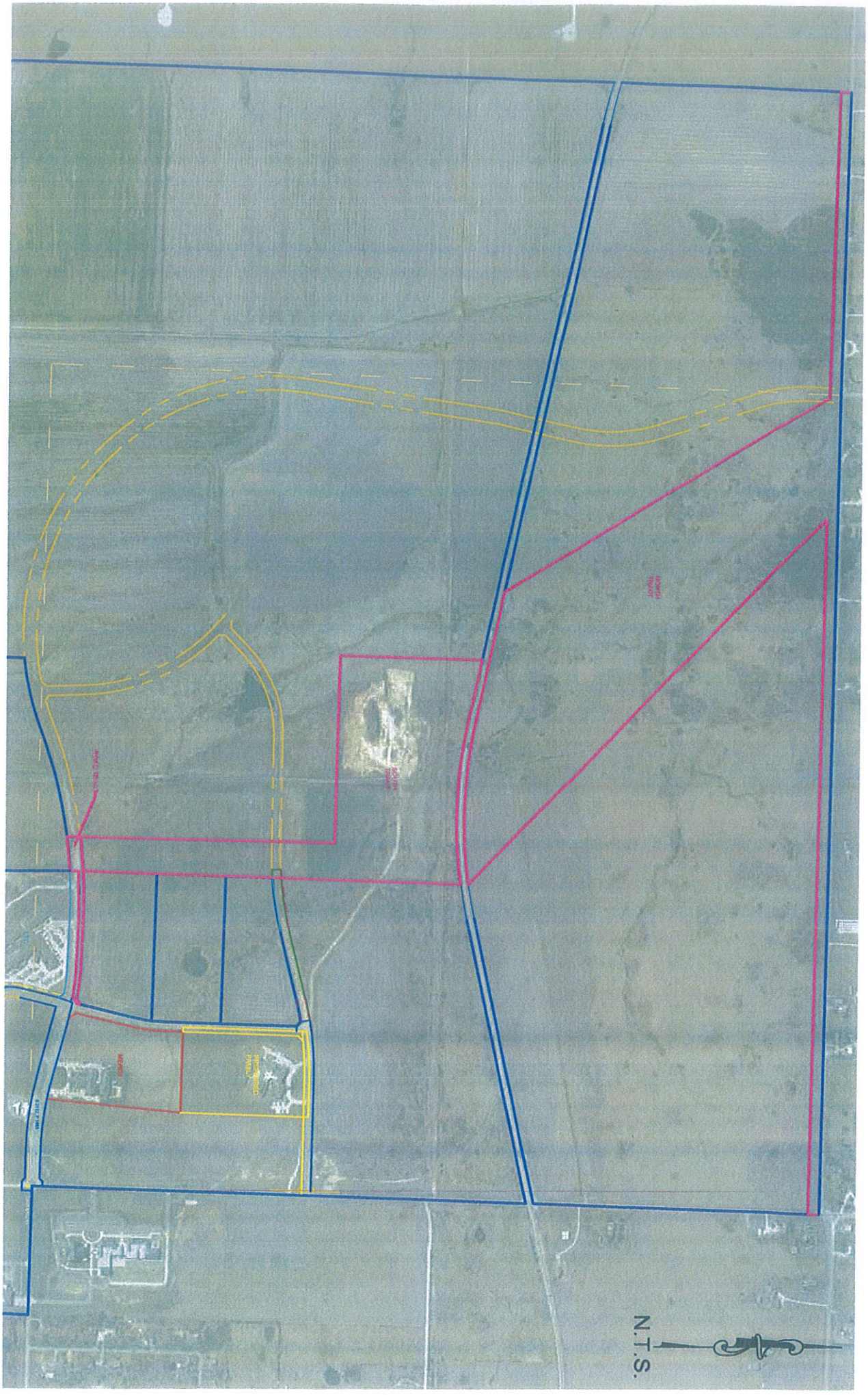
On this ___**28th**_____ day of ___**October**_____2016, before me appeared _____**James Pinjuv**_____, to me known to be the ___**Managing Member**__ of **Wildwood Ranch LLC**_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said ___**Wildwood Ranch LLC**____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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:_____January 19, 2018_____.

Teresa L. Gilliam
Notary Public

TERESA L. GILLIAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: January 19, 2018
Commission Number: 13798256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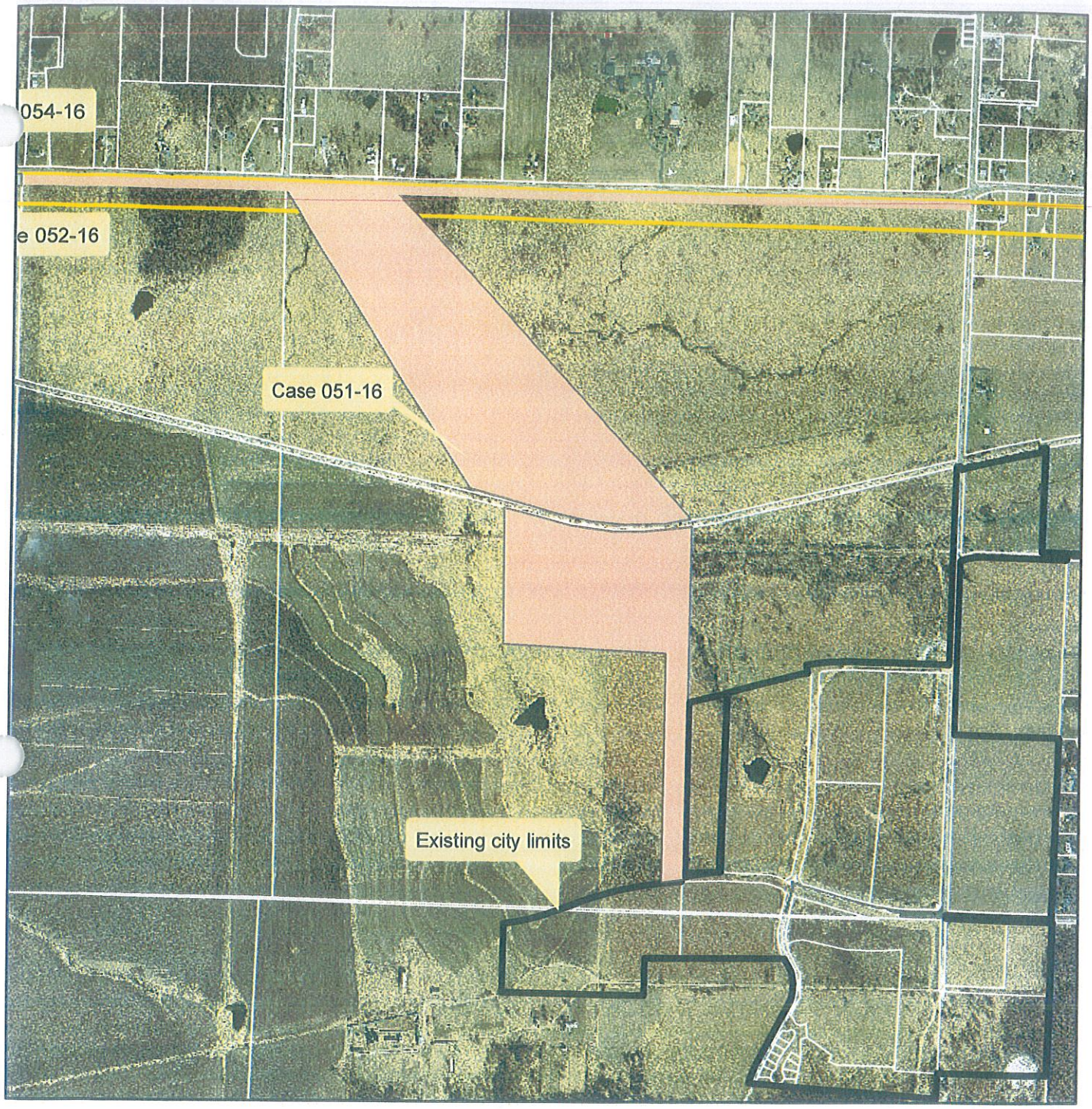

Case 051-16: Approximately 110 acres lying west of Central City Road and South of 20th Street – A request to voluntarily annex property into the City of Joplin – Wildwood Ranch Development.

N

P & Z Case 051-16
Wildwood Ranch Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-294 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation of approximately 110 acres by the City of Joplin lying west of Central City Road and South of 20th Street, 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 section 13, township 27 north, range 34 west, Jasper County, Missouri, more particularly described as follows: commencing at the southeast corner of said section 13; thence n88°40'30"w along the south line of said section 13, 2037.60 feet; thence n01°49'48"e, 310.18 feet to a point on the north right-of-way line of 32nd street and the point of beginning, said point being on a non-tangent curve to the left having a radius of 3045.00 feet with a chord bearing and distance of s84°43'57"w, 220.13 feet; thence along said curve and north right-of-way line of 32nd street an arc distance of 220.13 feet; thence n01°13'37"e, 1693.04 feet; thence N88°30'22"W, 1200.00 feet; thence N01°29'38"E, 944.57 feet to a point on the south right-of-way line of BNSF railroad; thence S77°02'42"E along said south right-of-way line, 399.36 feet to a curve to the left having a radius of 2889.79 feet; thence along said curve and said south right-of-way line an arc distance of 1055.87 feet; thence S01°49'48"W away from said south right-of-

way line, 2514.15 feet to the point of beginning. containing 36.7 acres more or less. subject to any existing easements or restrictions of record. and all that part of section 13 and 14, township 27 north, range 34 west, jasper county, Missouri, more particularly described as follows: commencing at the southeast corner of said section 13; thence n88°40'30”w along the south line of said section 13, 2037.60 feet; thence N01°49'48”E, 2875.09 feet to a point on the north right-of-way line of BSNF railroad and the point of beginning, said point being on a non-tangent curve to the right having a radius of 2839.79 feet with a chord bearing and distance of N87°35’58”W, 1040.34 feet; thence along said curve and said north right-of-way line an arc distance of 1046.25 feet; thence N77°02'42”W along said north right-of-way line, 856.47 feet; thence away from said north right-of-way line N29°57'42”W, 2499.69 feet; thence N88°24'37”W, 23.40 feet, to a point on the west line of said section 13; thence N88°24’37”W, 1943.92 feet; thence N01°50’09”E, 70.00 feet to a point on the north line of said section 14; thence S88°24’16”E along said north line of section fourteen (14), 1944.11’ feet to the northwest corner of said section 13; thence along the north line of said section 13 the following courses; thence S88°53’37”E, 2632.87 feet to the northwest corner of the northeast quarter of said section 13; thence S88°55’56”E, 1316.68 feet to the northwest corner of the northeast quarter of the northeast quarter of said section 13; thence S88°55’18”E, 1313.88 feet to the northeast corner of said section 13; thence S01°55’58”W along the east line of said section 13, 70.01 feet; thence N88°55’18”W, 1312.82 feet; thence N88°55’56”W, 1316.73 feet; thence N88°53’37”W, 1832.50 feet; thence S44°29’46”E, 3345.29 feet to the point of beginning. except any part taken or deeded for road right-of-way on the north side thereof. containing 73.3 acres more or less. subject to any existing easements or restrictions of record. and all that part of section 13, township 27 north, range 34 west, jasper county, Missouri, more particularly described as follows: commencing at the southeast corner of said section 13; thence N88°40'30”W along the south line of said section 13, 1169.38 feet; thence N00°00'00”E, 313.95 feet to a point on the west right-of-way line of John Duffy drive and the point of beginning; thence S57°54’25”W along said right-of-way line, 42.77 feet to the north right-of-way line of 3nd street; thence N77°33’48”W along said north right-of-way line, 15.47 feet to a curve to the left having a radius of 952.37 feet; thence along said curve and said north right-of-way line, an arc distance of 169.78 feet; thence N87°18’50”W continuing along said north right-of-way line, 326.47 feet to a curve to the left having a radius of 3045.00 feet; thence along said curve and said north right-of-way line, an arc distance of 532.79 feet; thence S01°13’37”W away from said north right-of-way line, 91.03 feet to a point of the south right-of-way line of 32nd street to a non-tangent curve to the right having a radius of 2955.00 feet with a chord bearing and distance of N84°33’20”E, 222.13 feet; thence along said curve and south right-of-way line an arc distance of 222.19 feet; thence N00°00’00”E, 60.11 feet to a non-tangent curve to the right having a radius of 3015.00 feet with a cord bearing and distance of N89°43’45”E, 311.06 feet; thence along said curve an arc distance of 311.20 feet; thence S87°18’50”E, 326.65 feet, to a curve to the right having a radius of 1015.00 feet; thence along said curve an arc distance of 164.32 feet; thence S78°01’47”E, 5.12 feet; thence N57°54’22”E, 57.03 feet; thence N13°22’37”E, 19.96 feet to a point on the west right-of-way line of John Duffy Drive and the point of beginning. containing 1.0 acres more or less. subject to any existing easements or restrictions of record, being more generally described as approximately 110 acres lying west of Central City Road and South of 20th Street.

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 Ninth (9th) day of January, 2017.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 052-16
Empire District Electric Company &
Westar Generating Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-295 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1.6 miles west of the intersection of 20th Street and Central City Road, 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:

Two strips of land 30 feet in width and 100 feet in length lying South of and adjacent to the South right-of-way line of the public road known as West Twentieth (20th) Street in Section Fourteen (14), Township Twenty-Seven (27) North, Range Thirty-Four (34) West, Jasper County, Missouri and being described as follows: The North thirty (30) feet of the West One Hundred (100) feet and the North thirty (30) feet of the East One Hundred (100) feet of the West Seven Hundred (700) feet of Northeast Quarter (NE Y<I) lying South of and adjacent to the South right-of-way line of the public road known as West Twentieth (20th) Street in Section Fourteen (14), Township Twenty-Seven (27) North, Range Thirty-Four (34) Jasper County, Missouri, subject to reservations, restrictions and easements of record, if any. AND A strip of land 30 feet in width and 135 feet in length lying South of and adjacent to the South right-of-way

line of the public road known as West Twentieth (20th) Street in Section Fourteen (14), Township Twenty-Seven (27) North, Range Thirty-Four (34) West, Jasper County, Missouri and further described as follows: The North thirty (30) feet of the following described tract: Beginning at the North Quarter comer of Section 14, Township 27 North, Range 34 West, thence South 89 degrees 36 minutes West 630 feet, thence South 687.54 feet to the center of the Frisco Railroad, thence Southeasterly along the center of the Frisco Railroad to the center line of Section 14, thence North 1230.56 feet to the point of beginning, EXCEPT Railroad right-of-way and EXCEPT the East 325 feet of the North 600 feet and EXCEPT beginning 460 feet West of the North Quarter comer of said Section, thence West 170 feet, thence South 235 feet, thence North 89 degrees 36 minutes East 170 feet, thence North 235 feet to the point of beginning, all in Jasper County, Missouri, EXCEPT any part taken or deeded for road purposes, subject to reservations, restrictions and easements of record, if any, being more generally described as 1.5 miles west of the intersection of 20th Street and Central City Road.

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 Ninth (9th) day of January, 2017.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Voluntary Annexation

CASE 052-16 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 1.6 miles west of the intersection of 20th Street and Central City Road

APPLICANT Empire District Electric Company and Westar Generating Company

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EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	30 x 100 ft 30 x 100 ft 30 x 130 ft

DISCUSSION

The applicant is requesting to voluntarily annex a three small tracts of land approximately 1.6 miles west of the intersection of 20th Street and Central City Road. This is the third of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This request is made up of three small pieces of property owned by the Westar Generating Company and the Empire District Electric Company. The first two parcels border a piece of property owned independently by Empire to the East and West. They are 30x100 ft parcels. The third parcel is 30x130 ft and lies between two Joplin Business and Industrial Development Corporation properties.

Staff recommends approval of Case 052-16.

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~~ KANSAS)
) ss:
COUNTY OF ~~JASPER~~ SHAWNEE)

Jeanine Heinisch
NOTARY PUBLIC--STATE OF KANSAS
MY APPT EXP: 4/7/2020

On this 29th day of September 2016, before me appeared JOHN BRIDSON & TONY SOMMA, to me known to be the PRESIDENT AND VP SECRETARY & TRES of WESTAR GENERATING INC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Cynthia Couch acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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: 4/7/2020.

Jeanine Heinisch
Notary Public

WESTAR GENERATING, INC. INCORPORATED KANSAS

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.

Brent A. Baker

Dale W. Harrington

THE EMPIRE DISTRICT ELECTRIC COMPANY INCORPORATED SEAL 1909 KANSAS

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 4th day of October, 2016, before me appeared BRENT A. BAKER, to me known to be the Vice President of Customer Service, Transmission and Engineering for The Empire District Electric Company, and DALE W. HARRINGTON, to me known to be the Secretary of The Empire District Electric Company, respectively, and the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors of the consideration stated therein and no other, and that DALE W. HARRINGTON acknowledged this instrument to be the free act and deed of the corporation, and that the allegations contained therein are true.

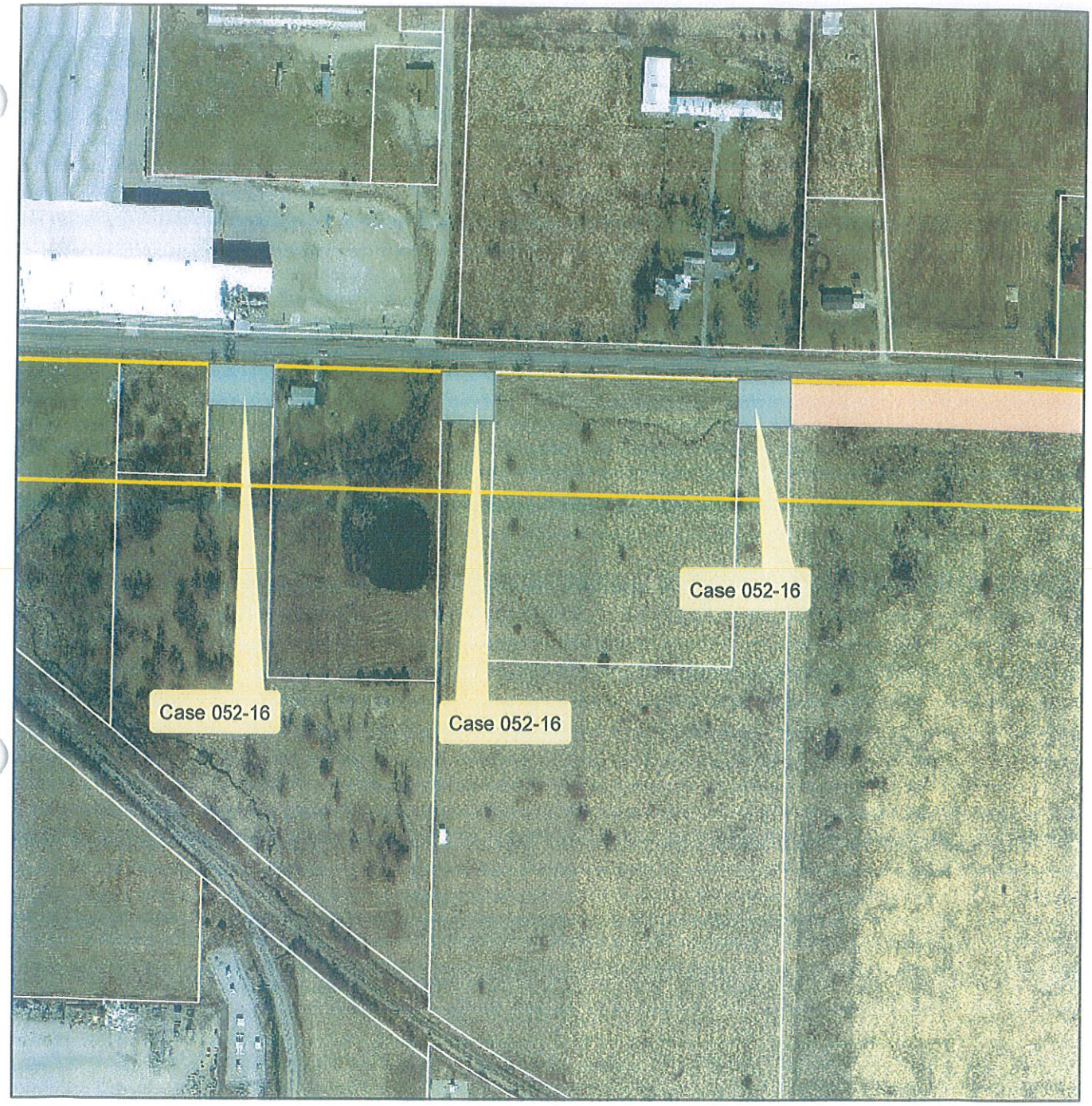
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires:

01/16/2017

JON SHARROCK DERMOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: January 16, 2017
Commission Number: 13436499

Notary Public



Case 052-16: 1.6 miles west of the intersection of 20th Street and Central City Road – A request to voluntarily annex property into the City of Joplin – Westar Generating Company and Empire District Electric Company.



City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-295
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-295
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 052-16: 1.6 miles west of the intersection of 20th Street and Central City Road – A request to voluntarily annex property into the City of Joplin – Empire District Electric Company and Westar Generating Company.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex a small portion of land 1.5 miles west of the intersection of 20th Street and Central City Road. This is the second of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This piece of property is the northern 30 feet of a parcel owned by Empire District Electric Company that is currently undeveloped. It is bordered on the east, south, and west by property jointly owned by Westar Generating Company and the Empire District Electric Company.

Staff recommends approval of Case 052-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Taylor Cunningham stated this is part of the whole package of all Annexations, by property owner.

PUBLIC COMMENT: None.

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Voluntary Annexation

CASE 053-16 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 1.5 miles west of the intersection of 20th Street and Central City Road

APPLICANT Empire District Electric Company

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	30 x 500 ft

DISCUSSION

The applicant is requesting to voluntarily annex a small portion of land 1.5 miles west of the intersection of 20th Street and Central City Road. This is the second of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This piece of property is the northern 30 feet of a parcel owned by Empire District Electric Company that is currently undeveloped. It is bordered on the east, south, and west by property jointly owned by Westar Generating Company and the Empire District Electric Company.

Staff recommends approval of Case 052-16.

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.

Brent A. Baker

Dale W. Harrington

THE EMPIRE DISTRICT ELECTRIC COMPANY INCORPORATED SEAL 1909 KANSAS

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 4th day of October, 2016, before me appeared BRENT A. BAKER, to me known to be the Vice President of Customer Service, Transmission and Engineering for The Empire District Electric Company, and DALE W. HARRINGTON, to me known to be the Secretary of The Empire District Electric Company, respectively, and the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors of the consideration stated therein and no other, and that DALE W. HARRINGTON acknowledged this instrument to be the free act and deed of the corporation, and that the allegations contained therein are true.

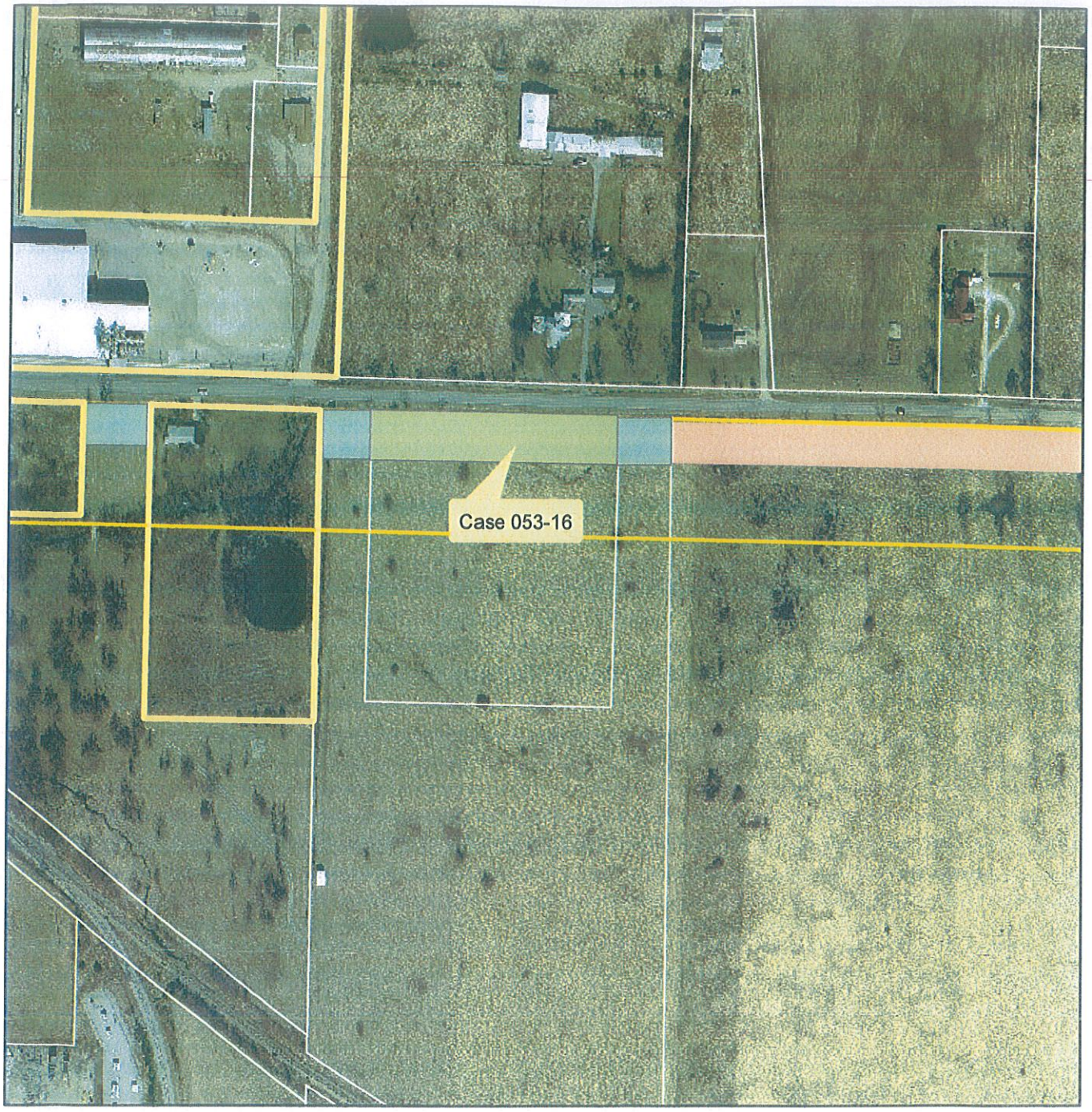
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires:

01/16/2017

JON SHARROCK DERMOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: January 16, 2017
Commission Number: 13436499

Notary Public



Case 053-16: 1.5 miles west of the intersection of 20th Street and Central City Road – A request to voluntarily annex property into the City of Joplin – Empire District Electric Company.



P & Z Case 053-16
Empire District Electric Company &
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-296 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1.5 miles west of the intersection of 20th Street and Central City Road, 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:

A strip of land 30 feet in width and 500 feet in length and lying South of and adjacent to the South right-of-way line of the public road known as West Twentieth (20th) Street in Section Fourteen (14), Township Twenty-Seven (27) North, Range Thirty-Four (34) West, Jasper County, Missouri described as follows: The North thirty (30) feet of the following described tract: a tract of land being located in the northeast quarter (ne ¼) of section 14, township 27 north, range 34 west, all in jasper county, Missouri, being described more fully as follows: commencing at a found ½" iron pin at the northwest corner of the northeast quarter of said section 14; thence S88°24'10"E along the north line of the northeast quarter of said section 14, 100.00 feet to the point of beginning; thence continuing along the north line of the northeast quarter of said section 14 S88°24'10"E, 500.00 feet; thence N01°50'37"W, 550.00 feet; thence N88°24'10"W, 500.00 feet; thence N01°50'37"E, 550.00 feet more or less to the north line of the

northeast quarter of said section 14 and the point of beginning. containing 6.31 acres more or less. subject to all restrictions, easements or right-of-ways, if any.

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 Ninth (9th) day of January, 2017.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-296
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-296
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 053-16: 1.5 miles west of the intersection of 20th Street and Central City Road – A request to voluntarily annex property into the City of Joplin – Empire District Electric Company.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex a three small tracts of land approximately 1.6 miles west of the intersection of 20th Street and Central City Road. This is the third of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This request is made up of three small pieces of property owned by the Westar Generating Company and the Empire District Electric Company. The first two parcels border a piece of property owned independently by Empire to the East and West. They are 30x100 ft parcels. The third parcel is 30x130 ft and lies between two Joplin Business and Industrial Development Corporation properties.

Staff recommends approval of Case 053-16.

PUBLIC COMMENT: None.

P & Z Case 054-16
Joplin Business & Industrial Development Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-297 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 1983 South State Line Road, 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:

TRACT 1: All that part of Lot Numbered Two (2) of the Northwest Fractional Quarter (NWFrtl1/4) of Section 11, Township 27, Range 34, Jasper County, Missouri, lying South of Hwy 66, and All that part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 27 North, Range 34 West, lying South and West of the right-of-way of the St. Louis-San Francisco Railway Company and described as follows, to-wit: Beginning at the Southwest corner of said Section 11 and running thence East along the South line of said Section for a distance of 327.4 feet to the right-of-way line of said St. Louis-San Francisco Railway Company, thence running Northwesterly along the Southwesterly line of said right-of-way for a distance of 422 feet more or less to the West line of said Section 11 and running thence South along the West line of said Southwest Quarter of said Section 11 to the point of beginning, and All of a tract of land described as follows: Commencing at the North Quarter corner of Section 14,

Township 27, Range 34, Jasper County, Missouri, thence South 89°36' West 630 feet to the point of beginning, thence South 687.54 feet to the center line of the Frisco Railroad, thence Northwesterly along the center line of the Railroad to the North line of Section 14, thence South 89°48' East 467.78 feet, thence North 89°36' East 527.74 feet to the point of beginning, being a part of the Northwest Fractional Quarter (NWFrtl1/4) of Section 14, Township 27 North, Range 34 West, North of Railroad, in Jasper County, Missouri, and Commencing at the South Quarter corner of Section 11, Township 27, Range 34 West, running thence due West along the South Section line 566.85 feet to the true point of beginning, thence North 1°08' East 305.2 feet, thence North 88°59' West 592.17 feet, thence South 1°8' West 315.6 feet to the South line of said Section, thence due East along said South line 592.26 feet to the place of beginning, and That part of the Southwest Quarter of Section 11, Township 27, Range 34 in Jasper County, Missouri described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 11, thence North along the center line of said Section 665.5 feet, thence West 167.8 feet to the point of beginning, thence North 0°08' East 66 feet, thence East 107.78 feet, thence North 150 feet, thence West 107.78 feet, thence North 0°08' East 612.87 feet, thence North 89°52' West 171.3 feet, thence South 0°0' West 828.87 feet, thence South 90°52' East 171.3 feet to the point of beginning, EXCEPT the following tract: Commencing at the South Quarter corner of said Section 11, thence North 0°08'13" West along the center line of said Section 11, 665.50 feet, thence North 89°59'05" West 50.0 feet to the point of beginning, thence North 89°59'05" West 549.65 feet, thence North 0°04'10" West 129.35 feet, thence South 89°59'05" East 549.50 feet, thence South 0°08'13" East 129.35 feet to the point of beginning, and All of a tract of land described as follows: Beginning 25 feet South of the center of Section 11, Township 27, Range 34, in Jasper County, Missouri, thence due South 2593.0 feet to the North right-of-way line of West 20th Street, thence North 89°52' West along the North right-of-way line of West 20th Street, a distance of 75 feet, thence due North a distance of 458.5 feet, thence North 89°52' West parallel with the South line of said Section 11 a distance of 725 feet, thence due North parallel with the North-South center line of said Section 11 a distance of 392.8 feet, thence North 35°19' East a distance of 325 feet, thence North 00°7' East a distance of 1476.07 feet to the South right-of-way line of West 13th Street, thence South 89°52' East along the South right-of-way line of West 13th Street a distance of 609.1 feet to the point of beginning, EXCEPT: That part of the Southwest Quarter of Section 11, Township 27, Range 34 in Jasper County, Missouri described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 11, thence North along the center line of said Section 665.5 feet, thence West 167.8 feet to the point of beginning, thence North 0°08' East 66 feet, thence East 107.78 feet, thence North 150 feet, thence West 107.78 feet, thence North 0°08' East 612.87 feet, thence North 89°52' West 171.3 feet, thence South 0°0' West 828.87 feet, thence South 90°52' East 171.3 feet to the point of beginning, and EXCEPT Commencing at the Southeast corner of the Southwest Quarter of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 310 feet, thence North 89°52' West 50.0 feet to the point of beginning, thence North 89°52' West 750.0 feet, thence North 355.5 feet, thence South 89°52' East 750.0 feet, thence South 355.5 feet to the point of beginning, and EXCEPT: Commencing at the South Quarter corner of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 0°08'13" West along the Centerline of said Section 11, 665.50 feet, thence North 89°59'05" West 50.0 feet to the point of beginning, thence North 89°59'05' West 549.65 feet, thence North 0°04'10" West 129.35 feet, thence South 89°59'50" East 549.50 feet, thence South 0°08'13" East 129.35 feet to the point of beginning, and Commencing at the South Quarter corner of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 0°08'13" West along the center line of said Section 11, 665.50 feet, thence North 89°59'05" West 599.65 feet to the point of beginning, thence South 0°04'10" East

355.50 feet, thence North 89°59'05" West 200.0 feet, thence North 0°04'10" West 355.50 feet, thence South 89°59'05" East 200.0 feet to the point of beginning. And All of the Southwest Fractional Quarter of Section 11, Township 27 North, Range 34 West, Jasper County, Missouri, except the following described tracts: EXCEPT: All that part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 27 North, Range 34 West, lying South and West of the right-of-way of the St. Louis-San Francisco Railway Company and described as follows, to-wit: Beginning at the Southwest corner of said Section 11 and running thence East along the South line of said Section for a distance of 327.4 feet to the right-of-way line of said St. Louis-San Francisco Railway Company, thence running Northwesterly along the Southwesterly line of said right-of-way for a distance of 422 feet more or less to the West line of said Section 11 and running thence South along the West line of said Southwest Quarter of said Section 11 to the point of beginning, and EXCEPT: Commencing at the South Quarter corner of Section 11, Township 27, Range 34 West, running thence due West along the South Section line 566.85 feet to the true point of beginning, thence North 1°08' East 305.2 feet, thence North 88°59' West 592.17 feet, thence South 1°8' West 315.6 feet to the South line of said Section, thence due East along said South line 592.26 feet to the place of beginning, and EXCEPT: All of a tract of land described as follows: Beginning 25 feet South of the center of Section 11, Township 27, Range 34, in Jasper County, Missouri, thence due South 2593.0 feet to the North right-of-way line of West 20th Street, thence North 89°52' West along the North right-of-way line of West 20th Street, a distance of 75 feet, thence due North a distance of 458.5 feet, thence North 89°52' West parallel with the South line of said Section 11 a distance of 725 feet, thence due North parallel with the North-South center line of said Section 11 a distance of 392.8 feet, thence North 35°19' East a distance of 325 feet, thence North 00°7' East a distance of 1476.07 feet to the South right-of-way line of West 13th Street, thence South 89°52' East along the South right-of-way line of West 13th Street a distance of 609.1 feet to the point of beginning, and EXCEPT Commencing at the Southeast corner of the Southwest Quarter of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 310 feet, thence North 89°52' West 50.0 feet to the point of beginning, thence North 89°52' West 750.0 feet, thence North 355.5 feet, thence South 89°52' East 750.0 feet, thence South 355.5 feet to the point of beginning. And All of a tract of land described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW1/4) of Section 14, Township 27 North, Range 34 West, Jasper County, Missouri, thence South 89°36' West along the North line of said Quarter Section (the East line of said Quarter Section being taken as due North and South), 460.0 feet to the point of beginning, thence continuing on the same course 170.0 feet, thence South 235.0 feet, thence North 89°36' East 170.0 feet, thence North 235.0 feet to the point of beginning. TRACT 2: Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 310 feet, thence North 89°52' West 50.0 feet to the point of beginning, thence North 89° 52' West 125.0 feet, thence North 250.0 feet, thence South 89° 52' East 125.0 feet, thence South 250.0 feet to the point of beginning. TRACT 3: Commencing at the Southeast corner of the Southwest Quarter of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 310 feet, thence North 89°52' West 50.0 feet to the point of beginning, thence North 89°52' West 750.0 feet, thence North 355.5 feet, thence South 89°52' East 750.0 feet, thence South 355.5 feet to the point of beginning, EXCEPT: Commencing at the South Quarter corner of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 0°08'13" West along the center line of said Section 11, 665.50 feet, thence North 89°59'05" West 599.65 feet to the point of beginning, thence South 0°04'10" East 355.50 feet, thence North 89°59'05" West 200.0 feet, thence North 0°04'10" West 355.50 feet, thence South 89°59'05" East 200.0 feet to the point of beginning. Also Commencing at the South Quarter corner of Section 11,

Township 27, Range 34, Jasper County, Missouri, thence North 0°08'13" West along the center line of said Section 11, 665.00 feet, thence North 89°59'05" West 50.0 feet to the point of beginning, thence North 89°59'05" West 549.65 feet, thence North 0°04'10" West 129.35 feet, thence South 89°59'05" East 549.50 feet, thence South 0°08'13" East 129.35 feet to the point of beginning, Except: Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of Section 11, Township 27, Range 34, Jasper County, Missouri, thence North 310 feet, thence North 89°52' West 50.0 feet to the point of beginning, thence North 89° 52' West 125.0 feet, thence North 250.0 feet, thence South 89° 52' East 125.0 feet, thence South 250.0 feet to the point of beginning, and Except: Commencing at the South Quarter corner of Section 11, Township 27, Range 34, Jasper County Missouri: thence North along the center line of said Section 11, 589.25 feet; thence North 89° 52' West 50.00 feet to the point of beginning; thence North 185.25 feet; thence North 89° 52' West 82.56 feet; thence South 185.25 feet; thence South 89° 52' East 82.56 feet to the point of the beginning. TRACT 4: Commencing at the South Quarter corner of Section 11, Township 27, Range 34, Jasper County Missouri: thence North along the center line of said Section 11, 589.25 feet; thence North 89° 52' West 50.00 feet to the point of beginning; thence North 185.25 feet; thence North 89° 52' West 82.56 feet; thence South 185.25 feet; thence South 89° 52' East 82.56 feet to the point of the beginning. TRACT 5: All of the East Three Hundred Twenty-five (325) feet of the North Six Hundred (600) feet of the Northwest Quarter of Section 14, Township 17, Range 34, Jasper County, Missouri.

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 Ninth (9th) day of January, 2017.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 14, 2016
City Council Meeting: December 5, 2016

STAFF PLANNING REPORT
Voluntary Annexation

CASE 054-16 A request to voluntarily annex property into the City of Joplin

LOCATION 1983 State Line Road

APPLICANT Joplin Business and Industrial Development Corporation

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EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	Approximately 130 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 130 acres of land at 1983 State Line Road. This is the fourth of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This request contains the Owens Corning plant site and surrounding Joplin Business and Industrial Development Corporation properties.

Staff recommends approval of Case 054-16.

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.

Joplin Business & Industrial Development Corp.

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

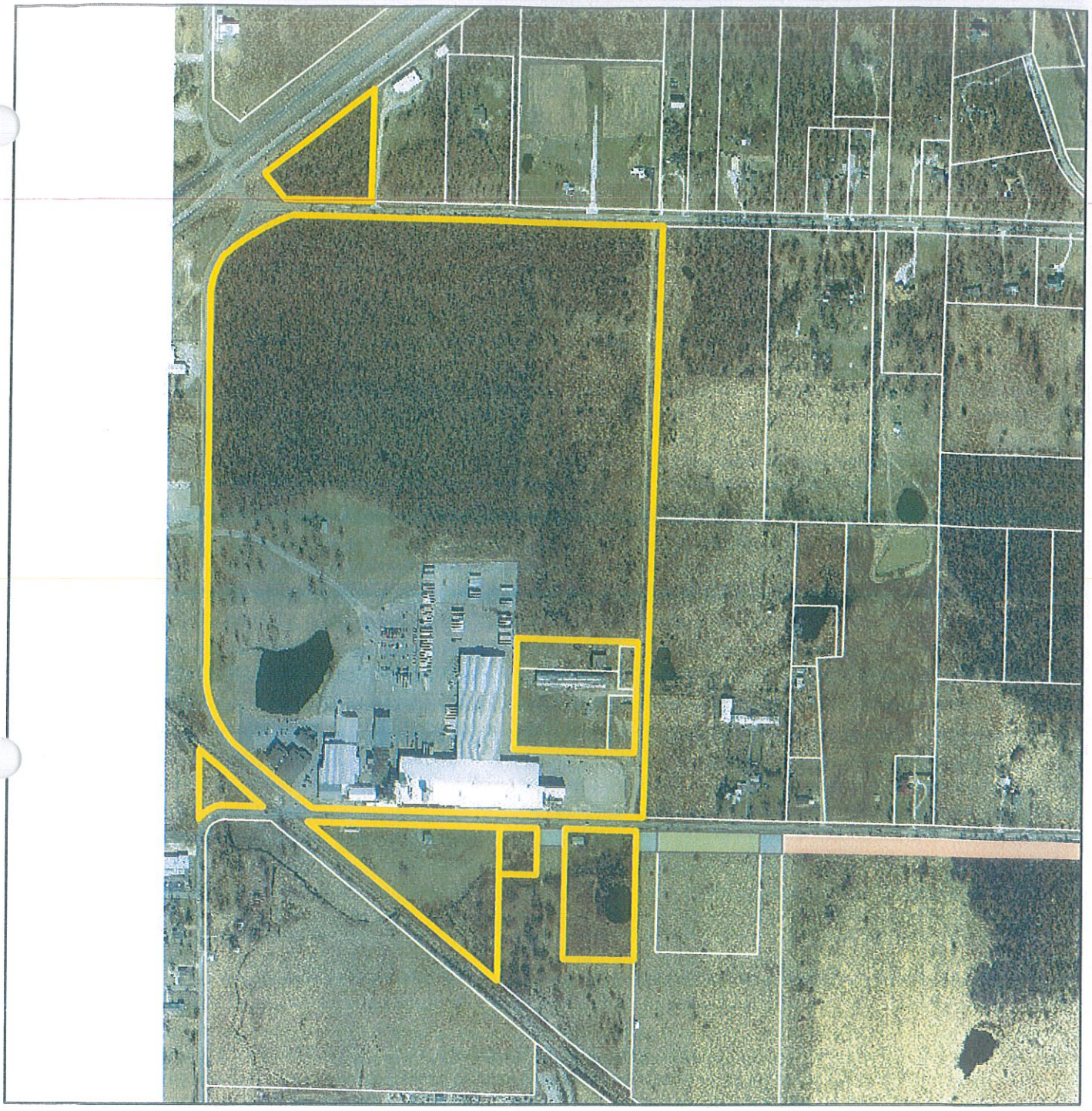
On this 19th day of October 2016, before me appeared Rob O'Brian, to me known to be the President of JBIDC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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: _____.

LEANN J. SCHROER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: April 06, 2018
Commission Number: 14524522

Notary Public



Case 054-16: 1983 South State Line Road – A request to voluntarily annex property into the City of Joplin – Joplin Business and Industrial Development Corporation.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: COUNCIL BILL NO. 2016-297
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2016-297
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: 11/14/2016

Recommended Action: Planning and Zoning Commission recommended approval "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 054-16: 1983 South State Line Road – A request to voluntarily annex property into the City of Joplin – Joplin Business and Industrial Development Corporation.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 130 acres of land at 1983 State Line Road. This is the fourth of four annexations that stretch from the current Joplin city limits near 32nd Street and John Duffy Drive up to the future Owens Corning site located at 1983 State Line Road.

This request contains the Owens Corning plant site and surrounding Joplin Business and Industrial Development Corporation properties.

Staff recommends approval of Case 054-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kurt Higgins, 7231 East 24th Street, Joplin, MO with Allgeier Martin and Associates Inc. Mr. Higgins was standing in for Mr. Rob O'Brian, who was out of town. He spoke in favor. This is the new sight for Owens Corning.

Mr. Duncan wanted to know about the City Utilities on property. Mr. Higgins stated there was utilities and Mr. Troy Bolander stated the sewer system is provided by Galena, KS.

PUBLIC COMMENT: None.

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES November 21, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Girl Scout Troop 71302. The Troop was announced by City Clerk Barbara Hogelin. The Girls are from seven different schools in the district.

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

PRESENTATIONS
Chase the Chill Proclamation. Mayor read the proclamation for Chase the Chill and Ann Leach and her team distributed scarves to members of council and people in audience.

REPORTS AND COMMUNICATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the November 7, 2016 Council Meeting

COUNCIL BILL NO. 2016-285 –AN ORDINANCE providing for the vacation of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-186**

COUNCIL BILL NO. 2016-286 - AN ORDINANCE providing for the vacation of a public street right-of-way located 500 feet south of the intersection of Seventh Street and Northpark Lane, in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-187**

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

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

COUNCIL BILL NO. 2016-287- 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-3-PD property as described below and located on Pearl Avenue from 26th Street to 27th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-188**

COUNCIL BILL NO.2016-288- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in Newton County, Missouri. **Ordinance No. 2016-189**

COUNCIL BILL NO.2016-289 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in the City of Joplin, Newton County, Missouri. **Ordinance No. 2016-190**

COUNCIL BILL NO. 2016-379 - AN ORDINANCE approving the Redevelopment Plans for properties known as the 200 Block Commons located at 215 S. Wall Ave. and 212 S. Joplin Ave.; by Common Based, LLC (Jeff and Carolina Neal) in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc.; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to properties located at 215 S. Wall Ave. and 212 S. Joplin Ave, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten(10) years, commencing January 1, 2017 and fifty (50%) for the following fifteen (15) years, ending after December 31, 2041; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney. **Ordinance No. 2016-191**

COUNCIL BILL NO. 2016-525 -AN ORDINANCE amending Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2016-192**

RESOLUTIONS

Mr. West introduced RESOLUTION NO. 2016-024 - A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Highways and Transportation Commission, Blueprint for Safer Roadways Program Agreement. Motion by Mr. West, second by Mr. Stanley, that Resolution No. 2016-024 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0.

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-153- AN ORDINANCE approving the contract with Bennett Inc. in the amount of One Hundred Eight Thousand Four Hundred Ninety Dollars and 50/100 ($108,490.00) for the Schifferdecker Bridge over Turkey Creek Clearing & Grubbing Project in the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2016-153 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-193**

Mr. Stanley introduced COUNCIL BILL NO. 2016-154-AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed One Hundred Seventy-Three Thousand and no/100 Dollars ($173,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Road Project and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2016-154 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-194**

Mr. Brown introduced COUNCIL BILL NO.2016-156-AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed Two Hundred Thousand Two Hundred Fifty and no/100 Dollars ($200,250.00) for Continuing Engineering Services Associated with the Street, Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause. Motion by Mr. Brown, second by Ms. Colbert-Kean that Council Bill No. 2016-156 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-195**

Ms. Lewis introduced COUNCIL BILL NO. 2016-380-AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1111 W. 12TH ST. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Ninety-nine and 00/100 Dollars (2,299.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Lewis, second by Mr. McCreary that Council Bill No. 2016-380 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-196**

Ms. Colbert-Kean introduced COUNCIL BILL NO. 2016-381-AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 2311 W. 3RD ST. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred Forty-nine and 00/100 Dollars (2,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Colbert-Kean, second by Mr. West that Council Bill No. 2016-381 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-197**

Mr. Brown introduced COUNCIL BILL NO. 2016-459-AN ORDINANCE a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2016 and running through September 30, 2017, for the amount of up to Thirty Two Thousand, Eight Hundred Seventy-Five Dollars and Sixty Two Cents ($32,875.62), to enable the Health Department to provide maternal and child health services to residents of Joplin; and authorizing the City Manager to execute the same, by and on behalf of, the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2016-459 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled

Ordinance No. 2016-198

Mr. Stinnett introduced COUNCIL BILL NO. 2016-526-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2016-526 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-199**

Mr. Stinnett introduced COUNCIL BILL NO. 2016-617-AN approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing with a switch upgrade, customer support, maintenance, and technical support for the City's Motorola Digital Radio System with the cost for the FY 2016-17 Budget of One-Million, Eight-Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00). Beginning the FY 2017-18 Budget through FY 2022-23 Budget an annual cost of One Hundred Forty-Four Thousand, Two-Hundred Sixty-Six Dollars ($144,266.00); 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. Stinnett, second by Mr. West that Council Bill 2016-617 be Amended to approve a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing with a switch upgrade, customer support, maintenance, and technical support for the City's Motorola Digital Radio System with the cost for the FY 2016-17 Budget of One-Million, Eight-Thousand and Three-Hundred Seventeen Dollars ($1,008,317.00) authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0.

Motion by Mr. Stinnett, second by Mr. West that Amended Council Bill No. 2016-617 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-200**

ORDINANCES – FIRST READING

Mr. Stanley introduced AMENDED COUNCIL BILL NO. 2016-014 - AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, improvement and equipping of a frozen foods manufacturing facility; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $44,250,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds. Motion by Mr. Stanley, second by Mr. Stinnett to pass Amended Council Bill No. 2016- 014 on First Reading and advance to second and third reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was read as being Council Bill No. 2016-014.

Mr. Stanley introduced COUNCIL BILL NO. 2016-155 - AN ORDINANCE approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport. Motion by Mr. Stanley, second by Mr. McCreary to pass Council Bill No. 2016-155 on First Reading and advance to second and third reading. Voting in favor were

Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was read as being Council Bill No. 2016-155.

Mr. Shaw introduced COUNCIL BILL NO. 2016-382 - AN ORDINANCE adopting the 2016 City of Joplin Historic Preservation Plan Update. Motion by Mr. Shaw, second by Mr. West to pass Council Bill No. 2016-382 on First Reading and advance to second and third reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0. The Council Bill was read as being Council Bill No. 2016-382.

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:
Motion by Mr. Stinnett, second by Ms. Colbert-Kean to allow citizen Christine McDaniel to address council regarding litter in Joplin. Council voted 9-0. Christine McDainel 2310 W. 2nd addressed Council asking if trash could be picked up in Joplin somehow in trade for a soda. She stated she was homeless and litter was a problem and there were times when it was very hot and would do anything for a cool drink. Council thanked her for her concern and had her contact information.

News from the PIO
The beautiful colors of leaves are throughout Joplin. And apparently, they're staying for awhile!

Because the leaves have not fallen, we have moved the start date for the residential Leaf Pick Up program back a week to Monday, December 5th. Residents are reminded to please rake their leaves to the curb for this service, but not into the street. Also please keep the piles free of sticks or rocks.

If wanting to dispose of leaves now, residents can take them to the Joplin Compost Facility next to the Turkey Creek Waste Water Treatment Plant at 3457 Eddy Lane. This is just west of the intersection of Eddy and North Peace Church Avenue. No brush, tree limbs, bags, or trash, please.

Mark your calendar for Monday, November 28 - that is the evening that the City hosts the annual opening of the holiday window displays. The City Hall holiday elves are busy decorating the windows and we invite everyone to come see their work next Monday.

This event starts at 6 p.m. with refreshments offered inside City hall. This year's theme is Winter Wonderland and the windows will be decorated until early January. We encourage our residents to enjoy them and share this annual tradition with their friends and family that come to Joplin.

Following the window unveiling, be sure to head to Spiva Park at 4th & Main for the annual lighting of the Christmas tree. Joplin Parks and Recreation hosts this 6:30 p.m. gathering on Monday, November 28 and provides refreshments for those attending. I've heard that this event may have a few surprises so hope to see everyone there.

I'd also like to wish you and all of our viewers a blessed and happy thanksgiving.

More information about all of these events can be found on our City's website. Thank you.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(2) (3) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. West to go in closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0.

There being no further business the meeting adjourned at 7:33p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016
Council Bill No. 2016-157
Item: Purchase of International Street Sweeper

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2016-157
2) Quotation for Armor Equipment, 2016 International 4300 Street Sweeper

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

Recommended Action: Approval for the purchase of an International 4300 Street Sweeper from Armor Equipment in the amount of $183,804.00 for the Street Maintenance Division.

Background: Following the approval of the FY 2016-2017 Operating Budget it became time to look for replacement of One (1) existing street sweeper in the Street Maintenance Department. The existing 2009 International chassis with crosswind sweeper is being replaced by this sweeper.

Discussion: The decision was made to use the state bid to purchase one International 4300 Street Sweeper from Armor Equipment in the amount of $233,804.00. The trade in for the One (1) existing 2009 International chassis with crosswind sweeper is $50,000.00 making the cost of the new sweeper $183,804.00 and is below the budgeted amount. The equipment as bid meets the specifications requested by the Public Works Department and the funding comes from the Transportation Sales Tax (TST) Account.

Recommendation: City staff recommends that the City accept the bid as described for the purchase of a street sweeper and be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-157 ORDINANCE NO.

AN ORDINANCE approving a purchase order to Armor Equipment in the amount of One Hundred Eighty Three Thousand, Eight Hundred and Four and no/100 Dollars ($183,804.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. Approve the purchase order with Armor Equipment in the amount of One Hundred Eighty Three Thousand, Eight Hundred and Four and no/100 Dollars ($183,804.00) in the City of Joplin, Missouri.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (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 have been approved by the 2015-2016 budget.

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

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Armor Equipment

QUOTATION

Name	FOB	Delivery Date	Date
CITY OF JOPLIN	JOPLIN MO	APPROX. 60 DAYS	11/15/16

Address	Other
1301 W. 2ND STREET	(MODOT CONTRACT 3-160513TV PRICE)

City, State, ZIP	Contact	Telephone	Fax
JOPLIN MO 64801	DEAN SMITH	417-624-0820	

Quantity	Description	Each	Total
1	2016 INTERNATIONAL 4300 EQUIPPED WITH:	$233,804.00	$233,804.00
	DUAL STEERING		
	AIR CONDITIONING		
	12" PARBOLIC MIRROR HEADS 2		
1	2016 TYMCO 600BAH AIR-REGEN SWEEPER		
	WITH ALL OPTIONS ON ATTACHED MO DOT		
	PRICE SHEET		
1	LESS TRADE IN OF 2009 INTERNATIONAL CHASSIS	-$50,000.00	-$50,000.00
	W/CROSSWIND SWEEPER		
	VIN# 1HTMMAANAAH236210		

Quoted by: STEVE SIMPSON

Approved by:

Accepted by:

Sub Total	$183,804.00
Freight	INCLUDED
Sales Tax	N/A
TOTAL	$183,804.00

1368 Lonedell Road, Arnold, MO 63010 - 636.296.7119 - 800.777.2766 - Fax 636.296.2920

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016
Council Bill No. 2016-158

Item: Award of Construction Contract for Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues.

Originating Department: Public Works

Attachments:

1) Location Map
2) Bid Summary
3) Council Bill No. 2016-158

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

Recommended Action: Approval of Construction Contract with Bennett Inc. in the not to exceed the amount of Two Hundred Forty-Seven Thousand Nine Hundred Sixty-Five and no/100 Dollars ($247,965.00) for construction of the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-344 was approved authorizing the execution of a contract with the firm of TranSystems, for the purpose of providing design services related to the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues. Utilities have been relocated and the contractor is ready to start work. The project is scheduled to be completed before the start of St. Louis Street improvements due to the proximity.

Discussion:In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe and on the City's website. Bids were opened on October 27, 2016 with 4 firms bidding and Bennett Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Bennett Inc. in the not to exceed the amount of Two Hundred Forty-Seven Thousand Nine Hundred Sixty-Five and no/100 Dollars ($247,965.00) for construction of the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-158 ORDINANCE NO

AN ORDINANCE approving the contract with Bennett Inc. in the amount of Two Hundred Forty-Seven Thousand Nine Hundred Sixty-Five and no/100 Dollars ($247,965.00) for the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues in the City of Joplin, Missouri; 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 Bennett Inc. in the amount of Two Hundred Forty-Seven Thousand Nine Hundred Sixty-Five and no/100 Dollars ($247,965.00) for the Ditch Improvements on Euclid Avenue from Rolla to Odessa Avenues 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 from the Parks & Storm water Sales Tax Fund.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Bennett Inc.

Section 4. 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 have been approved by the 2016-2017 budget.

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

_____, 2016 by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

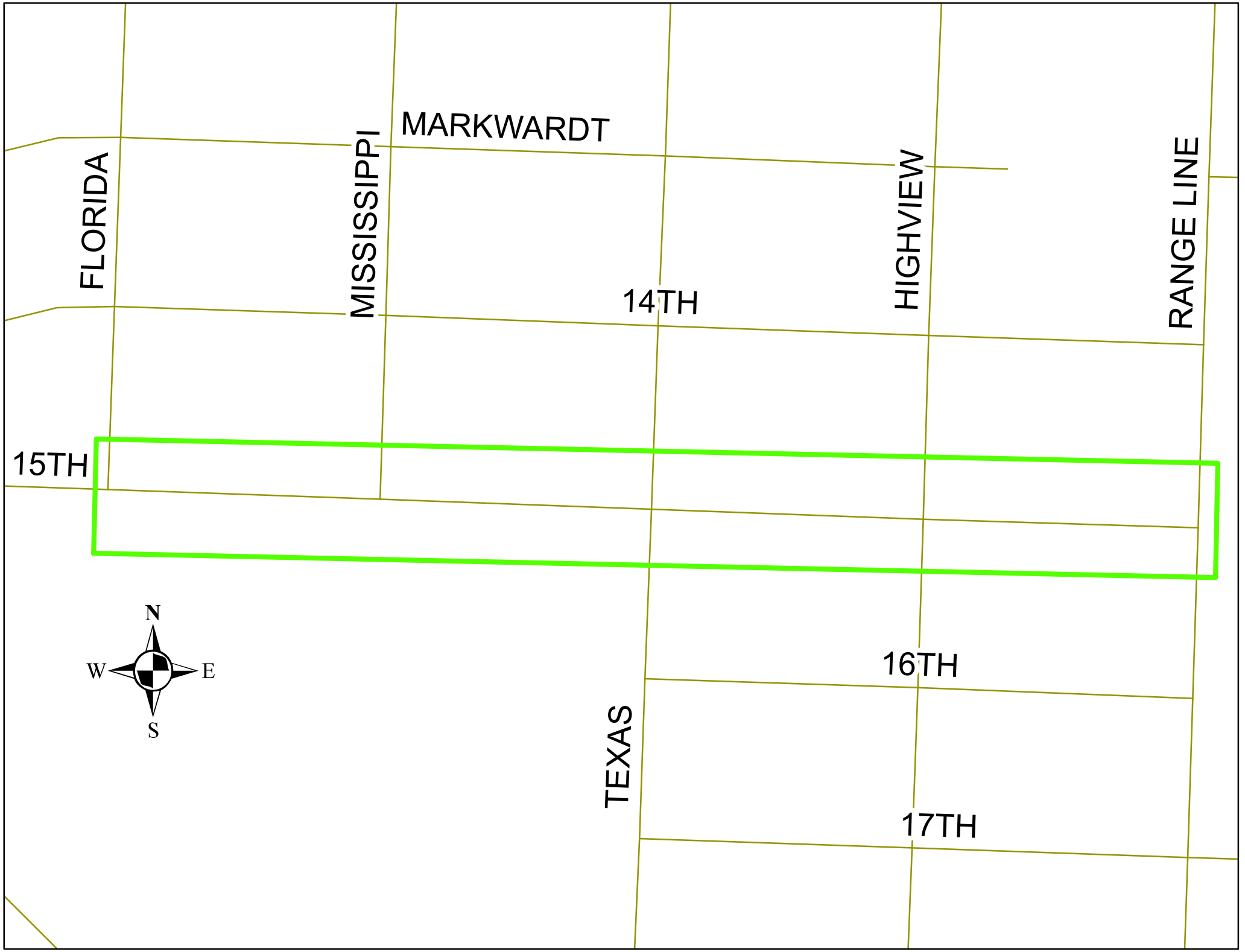
_____
Peter C. Edwards, City Attorney


TRENTON
HIGHLAND
TRENTON
BROWNELL
SALEM
PATTERSON
ST CHARLES
PARK
ROLLA
ROLLA
ROYAL HEIGHTS
ELEMENTARY SCHOOL
QUINCY
ST LOUIS
QUINCY
ROYAL HEIGHTS
UNITED METHODIST
CHURCH
Storm Water improvements; New Culvert
in Place of Existing Ditch
PRINCETON
ODESSA
EUCLID
NASHVILLE

BID TABULATION

PROJECT: Ditch Improvements Euclid from Rolla to Odessa Ave
DATE OF BID OPENING: October 31 , 2016

CONTRACTOR	BID
Bennett Inc	247,965.00
Goins Enterprise	315,727.60
A-Y-1	320,116.80
Sprouls Const	358,630.90


MARKWARDT
FLORIDA
MISSISSIPPI
14TH
HIGHVIEW
RANGE LINE
15TH
N
W
E
S
16TH
TEXAS
17TH

Bid Tabulation

15th Street Tree Planting

Ozark Nursery $28,980.00

Engineers Estimate $24,700.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016
Council Bill No. 2016-160

Item: Award of Construction Contract for Tree Planting on East 15th Street.

Originating Department: Public Works

Attachments:

1) Location Map
2) Bid Summary
3) Council Bill No. 2016-160

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

Recommended Action: Approval of Construction Contract with Ozark Nursery of Joplin in the amount of Twenty-Eight Thousand Nine Hundred Eighty and no/100 Dollars ($28,980.00) for Tree Planting on East 15th Street.

Background: In March of 2014 City Council approved the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement. One of the projects included in the program was to replace curb & gutters and sidewalks along 15th Street from Florida Avenue to Range Line Road. During that project several trees were removed and a future project to plant trees in the improved green space between the curb and the new sidewalk was planned. A different variety of trees is to be planted on each block and were selected with input from the residents and the City Arborist.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe and on the city's website. Bids were opened on November 15, 2016 with 1 firm bidding and Ozark Nursery of Joplin provided the lowest bid. The low bid was above the Engineer's estimate, but by using the unit prices from the bid and eliminating some items the cost will be reduced to within 3% of the engineers' estimate.

Recommendation: Staff recommends approval of a Contract with Ozark Nursery of Joplin in the not to exceed the amount of Twenty-Eight Thousand Nine Hundred Eighty and no/100 Dollars ($28,980.00) for Tree Planting on East 15th Street Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-160 ORDINANCE NO

AN ORDINANCE approving the contract with Ozark Nursery of Joplin in the amount of Twenty-Eight Thousand Nine Hundred Eighty and no/100 Dollars ($28,980.00) for Tree Planting on East 15th Street in the City of Joplin, Missouri; 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 Ozark Nursery of Joplin in the amount of Twenty-Eight Thousand Nine Hundred Eighty and no/100 Dollars ($28,980.00) for Tree Planting on East 15th Street 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 from the Parks & Storm water Sales Tax Fund.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Ozark Nursery of Joplin.

Section 4. 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 have been approved by the 2016-2017 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 05, 2016
Council Bill No. 2016-161

Item: Agreement with Burns & McDonnell Engineering Co, Inc., for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement with Consultant
2) Work Authorization No. BMC-OA-001
3) Council Bill No. 2016-161

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

Recommended Action: Approval of an Agreement with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of $151,400.00 for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations.

Background: In April of 2016, a Request for Qualification Statements was advertised in accordance with the City's procurement policy for the purpose of providing engineering design services for the addition of a parallel force main to serve the Filmore Bridge Lift Station. In June, a request for supplemental information was requested from those firms that had submitted qualification statements on May 12th. The supplemental request expanded the scope of work to include a more comprehensive analysis of design alternatives related to the future operation of the Filmore and Tin Cup Lift Stations.

Of the five firms that responded, Burns and McDonnell Engineering Co, Inc. was selected to provide professional engineering services for this project, using the qualifications based selection method, as required by state statute.

Discussion: These two lift stations serve as the headworks to the Shoal Creek Wastewater Treatment Plant (WWTP) and have been in service for 30-years. A 13,000-foot-long force main connects the Tin Cup lift station (south of Freeman hospital) and the Filmore Bridge lift station to a 42-inch diameter gravity line that flows into the Shoal Creek Wastewater Treatment Plant. Over the past 30 years, the flows through the lift stations have increased and it is time to plan for the future by examining alternatives to ensure we continue to provide reliable and ample wastewater capacity to meet future demands. Staff envisions that several Work Authorizations will be needed to thoroughly analyze this portion of the wastewater system. In this first Work Authorization, Burns and McDonnell will perform an operational assessment of the two lift stations. The work includes determining the impact of wet weather flows on the lift stations' pumping capacities. The project will be entirely funded out of the City's annual sanitary sewer maintenance funds.

Recommendation: City staff recommends that approval of an Agreement with Burns & McDonnell Engineering Co, Inc. for the not to exceed amount of $151,400.00 for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway Kansas City, Missouri 64114	
Attention: Mr. Chris Parker, P.E.		Attention: Mr. Bill Nash, P.E.	
Department: Public Works - Engineering		Phone: 816-822-3858	Fax: 816-822-3414
Phone: 417-624-0820	Fax: 417-625-4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this_____day of_____, 2016, by the parties identified above.

WITNESSETH:

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

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

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

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

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

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

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

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

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

REVIEWED FOR APPROVAL

Chris Parker, P.E.
Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

Burns & McDonnell Engineering Company Inc.

By: _____

Printed Name: Ron Coker, P.E.

Title: Senior Vice President, Water

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering, Inc. Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: Mr. Chris Parker, P.E.		Attention: Bill Nash, P.E.	
Department: Public Works - Engineering		Phone: 816-822-3858	Fax: 816-822-3414
Phone: 417-624-0820	Fax: 417-625-4738		

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

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number BMC-OA-001 exceed the sum of One Hundred Fifty One Thousand Four Hundred and no/100 Dollars ($151,400.00).

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

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

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

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability 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 attorney's fees incurred by or accessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred 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. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Co, Inc.

By: _____

Printed Name: Ron Coker, P.E.

Title: Senior Vice President, Water

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities.

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

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

A1.02 Preliminary Design Phase - (30 percent plans)

Not included with scope of services.

A1.03 *Utility Requirements*

Not included with scope of services.

A1.04 Surveying Services – General

Not included with scope of services.

A1.05 Right of Way Plan Phase – 60 percent plans

Not included with scope of services.

A1.06 Final Design Phase

Not included with scope of services.

A1.07 Bidding Phase

Not included with scope of services.

A1.08 Construction Phase

Not included with scope of services.

A1.09 Post-Construction Phase

Not included with scope of services.

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

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

1. SCOPE OF SERVICES – PHASE I

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

1.1. General

1.1.1. ENGINEER shall provide project management, coordination with ENGINEER's subcontractors, utility companies, City staff, jurisdictional agencies, City Council, and public and private shareholders.

1.1.2. ENGINEER shall review previous reports relating to the Shoal Creek watershed and the Tin Cup and Filmore Bridge pump stations and force mains.

1.1.3. ENGINEER shall provide monthly updates on Project status to the OWNER.

1.1.4. In general, the Project consists of the following:

1.1.4.1. Coordinating the planning, design, and construction of improvements within the Shoal Creek drainage basin including improvements to the Tin Cup and Filmore Bridge pump stations and force mains.

1.2. FLOW AND RAINFALL MONITORING

1.2.1. Flow and rainfall data collection activities will focus only on priority assessment areas identified by the ENGINEER in consultation with the OWNER. The flow and rainfall monitoring task comprises of a base period of ninety (90) days. The monitoring period may be shortened based on the number of sufficient rainfall events recorded.

1.2.2. ENGINEER shall install up to ten (10) flow monitors for up to ninety (90) days. A site assessment of potential flow monitoring sites will be made to determine, in general, the most suitable flow monitoring locations based on the following conditions:

1.2.2.1. Suitability for accurate metering. The accuracy of open channel flow metering will depend on numerous variables that should be controlled as much as possible. For this reason, reconnaissance inspections will be performed to identify sites for metering and to minimize such error-causing factors as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence caused by uneven channels.

1.2.2.2. Safety. It is equally important that the proposed sites conform to ENGINEER's requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the OWNER.

1.2.3. ENGINEER shall complete site assessment forms for each flow monitoring location. The ENGINEER shall provide up to ten (10) electronic depth/velocity flow monitors (ISCO 2150). These units will be initially installed and site calibrated for the 90-day monitoring period.

1.2.3.1. The flow monitors shall be maintained by ENGINEER on an as needed basis. Maintenance shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, and other diagnostic checks. Flow monitors

shall remain in place for up to a continuous 90-day base period. ENGINEER shall remove all monitors at the conclusion of the monitoring period.

1.2.3.2. ENGINEER will require the use of the City's continuous recording electronic rain gauges within the study area during the same 90-day base monitoring period. The City's rain gauges should record rainfall to one-hundredths of inch increments. The instruments will be checked and downloaded weekly by the City. Data collected from rain gauges will be analyzed by ENGINEER to correlate peak system flows to peak rainfall intensity and duration.

1.2.4. Flow and Rainfall Monitoring Deliverables.

1.2.4.1. ENGINEER shall provide flow hydrographs and rainfall hyetographs for each flow monitoring location and each rain gauge location in electronic format. Both raw and adjusted data shall be provided.

1.3. HYDRAULIC MODEL DEVELOPMENT

1.3.1. Level of Service Workshop. ENGINEER will prepare and undertake a Level of Service, Cost and Design Workshop (Workshop 1) to identify the basis of evaluation of the existing Shoal Creek sewer collection system including lift stations and force mains. The expected outcome of this workshop is that a design level of service rainfall event will be selected. Additionally, it is expected that the cost basis for pump stations and force mains, etc. will be agreed and used in the preparation of project costings.

1.3.2. Conduct a data gap analysis. Evaluate the quality and completeness of the source data, organize and classify data for hydraulic model development, and recommend additional data collection as necessary. This may include manhole inspections and/or other physical inspections as outlined below. The hydraulic model will be limited to the Tin Cup and Filmore Bridge pumping stations and associated wet wells and force mains.

1.3.3. Model Development. The hydraulic modeling software, InfoWorks ICM 6.5, will be used to develop a hydraulic model of the Tin Cup and Filmore Bridge pumping stations and associated wet wells and force mains. Data relevant to the hydraulic modeling effort for each modeled pumping station, including data defining the installed pumping units, station firm capacity, wet well dimensions, pump operating control settings, force main size and length, and field-developed system head curves for force mains serving pump stations will be provided by the CITY and entered into the Hydraulic Model. Data which is required for Hydraulic Modeling purposes but not available will be populated according to standard industry practice.

1.3.3.1. Asset data contained in CITY's existing GIS dataset will be utilized for hydraulic model development.

1.3.3.2. Undertake pump station drawdown testing for the Filmore and Tin Cup Pump Stations for the purpose of assessing pump rates to be used in the Hydraulic Model.

1.3.3.3. Flow Analysis. Undertake an analysis of flow metering data for up to four (4) flow meters to estimate average dry weather flow (ADWF) and peak dry weather flow (PDWF).

1.3.3.4. Perform dry weather calibration for up to four (4) flow meters. Calibration consists of modifying model parameters to be consistent with monitored, observed flows in the system. The model simulation is performed and the model output is compared to the measured dry weather flows. If this comparison meets a prescribed

level of accuracy, +20 percent, -10 percent, or +/-0.5 mgd for flow variations and total volume quantities, then the model is considered calibrated.

1.3.3.5. Perform wet weather calibration for up to four (4) flow meters. Calibration consists of modifying model parameters to be consistent with monitored, observed flows in the system. The model simulation is performed and the model output is compared to the measured wet weather flows. If this comparison meets a prescribed level of accuracy, +20 percent, -10 percent, or +/-0.5 mgd for flow variations and total volume quantities, then the model is considered calibrated. Up to five rainfall events with different characteristics will be selected for wet weather calibration.

1.3.3.6. Perform wet weather verification for up to four (4) flow meters. Verification will confirm that the calibrated model responds appropriately under a variety of conditions.

1.3.4. Estimate Existing Flows. The calibrated and verified hydraulic model produced in 1.3.3.6 and the selected level of service from item 1.3.1 will be used to estimate existing flows (hydrographs, peak flow rate, flow volume) conveyed by the collection system to the Tin Cup and Filmore Bridge pumping stations.

1.3.5.CIP Development for the Tin Cup and Filmore Bridge pump stations and force mains.

1.3.5.1. Use existing conditions model to develop CIPs for existing year.

1.3.5.2. Identify and evaluate potential pump station operational optimization opportunities.

1.3.5.3. CIP Cost Estimate. Use cost basis agreed in Workshop 1 to prepare a planning level costs for the recommended CIP. Prepare a phased implementation schedule for the recommended CIP and associated budgetary expenditure profile.

1.3.6.Deliverables. ENGINEER shall prepare a technical memorandum documenting Task 1.3.

1.4. PUMP STATION HYDRAULIC REVIEW

1.4.1. ENGINEER shall conduct a hydraulic review of the Tin Cup and Filmore Bridge pump stations. The hydraulic review shall include the following:

1.4.1.1. A review the lift station and force main as-built drawings.

1.4.1.2. ENGINEER shall conduct a hydraulic review of the existing Tin Cup and Filmore Bridge pump stations. Review shall include review of existing pump curves, development of system resistance curves, and a comparison of actual pumping capacity to stated design capacity.

1.5. AIR RELEASE VALVE INSPECTION

1.5.1. ENGINEER shall conduct an inspection of the three (3) air release valves located along the Tin Cup and Filmore Bridge force mains. Recommendations for air release valve repair or replacement shall be made based on the results of the inspection.

2. TERMS

2.1. Schedule: The services of the ENGINEER shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed is such sequence as to assure their expeditious completion in the light of the purposes of the authorization, but in any event, all of the services required hereunder for this Work Authorization scope of services shall be completed no later than September 1, 2017.

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 compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1. Payment to ENGINEER shall be at the hourly labor rates and non-labor rates set forth in the Attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of $151,400.00, as set forth in Work Authorization Number BMC-OA-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the maximum fees broken down for respective services in more detail as follows:

Phase I Services	Estimated Fee
Project Management and Administration	$15,900
Flow and Rainfall Monitoring	$73,100
Hydraulic Model Development	$49,100
Pump Station Hydraulic Review	$11,500
Air Release Valve Inspection	$1,800
Total Estimated Maximum Fee	$151,400

Contingency Items Not Included in Base Phase I Fees	Estimated Fee
Flow and Rainfall Data Analysis	$1,900 per site
Dry Weather Calibration for More Than Four Sites	$500 per site
Wet Weather Calibration for More Than Four Sites	$700 per site
Wet Weather Verification for More Than Four Sites	$400 per site

Attachment Number Two

Schedule of Hourly Rates and Expenses

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

Unit Cost Rates

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

NOTES:

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

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

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

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

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

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

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

COUNCIL BILL NO. 2016-161 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of One Hundred Fifty-One Thousand Four Hundred DOLLARS and 00/100 ($151,400.00) for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations project and containing an emergency clause.

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

Section 1. Approval of an Agreement with Burns & McDonnell Engineering Co, Inc.. in the not to exceed amount of One Hundred Fifty-One Thousand Four Hundred DOLLARS and 00/100 ($151,400.00) for Professional Engineering Consulting Services for the Operational Assessment of the Filmore Bridge & Tin Cup Lift Stations project in the City of Joplin, Jasper County.

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

Section 3. That the Director of Public Works is hereby authorized to enter into an Agreement on behalf of the City of Joplin with Burns & McDonnell Engineering Co, 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 design to begin immediately in the optimal time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget, Account Number 415-4542-540-8680.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: Amendment No. 8 to the Round 1 Professional Services Agreement with Deloitte Financial Advisory Services LLP
Originating Department: Planning and Community Development

Attachments: 1) Administration Contract Amendment No. 8
2) Council Bill No. 2016-411

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

Recommended Action:

Approval of Council Bill 2016-411 for the execution of Amendment No. 8 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities as they relate to upcoming and ongoing Community Development Block Grant – Disaster Recovery (CDBG-DR) projects associated with the initial $45 million award of CDBG-DR Funds.

Background:

The City of Joplin entered into a consulting agreement with Deloitte Financial Advisory Services LLP on April 23, 2013 to provide administrative and consulting services for the $45 million first round of CDBG-DR funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of $45.0 million of the $45.0 million.

Discussion:

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

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015.

This Amendment provides $380,000.00 for Activity Delivery Costs which are part of the direct implementation of projects including Crossroads Phase II, Owens Corning, JHRP Single Family Rehabilitation, Joplin Senior Housing, and the Joplin Senior Center. Additionally, $39,000 in Planning Costs were included in Amendment 8 associated with the aforementioned program administration tasks.

Recommendation:

Approve the execution of Amendment No. 8 to the Professional Services Agreement for Professional Administrative and Consulting Services with Deloitte Financial Advisory Services LLP in an amount not to exceed $419,000.00 with an emergency clause.

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

COUNCIL BILL NO. 2016-411 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Amendment No. 8 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Four Hundred Nineteen Thousand Dollars ($419,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City execute Amendment No. 8 to the Professional Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Four Hundred Nineteen Thousand Dollars ($419,000.00), for Community Development Block Grant – Disaster Recovery (CDBG-DR) funding received by the City.

Section 2. That the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

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

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

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Eighth Amendment to the Community Development Block Grant – Disaster Recovery Administration Contract between
City of Joplin and Deloitte Financial Advisory Services LLP

This eighth amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for Activity Delivery Costs that will be incurred is made and entered into as of 5th day of December, 2016.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $419,000 in CDBG-DR funds for Activity Delivery Costs that will be incurred by Deloitte Financial Advisory Services LLP.

IN WHITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

_____
Troy Bolander
Director, Planning Development &
Neighborhood Services

Deloitte Financial Advisory Services LLP

_____
Mark Blumkin
Director
Deloitte Financial Advisory Services LLP

STRICTLY PRIVATE AND CONFIDENTIAL

Mr. Troy Bolander
Director, Planning Development & Neighborhood Services
City of Joplin
Joplin, MO 64801

Tuesday, 22 November 2016

Re: Round 1, Amendment #8

Dear Mr. Bolander,

We are writing to request an update regarding our contractual relationship with you, as follows.

Description	Value
Increase Activity Delivery Costs (ADC) for the Crossroads Phase II, Owens Corning, Joplin Senior Housing, JHRP Single Family Rehabilitation, Planning, and Joplin Senior Center Projects, by $419,000	$419,000
Grand Total	**$419,000**

Based on our original estimated budget for this engagement and change orders approved to date by the City, the revised estimated budget as of the date of this change order will be $6,325,072.75.

$5,906,072.75	Current Engagement Budget
$419,000.00	Amendment #8
$6,325,072.75	**Revised Engagement Budget**

Please confirm your acceptance of Amendment #8 which will increase the total estimated costs of services for our engagement with you.

Regards,

Mark Blumkin
Director
Deloitte Financial Advisory Services LLP

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: Work Authorization Number 6 of the Master Services Agreement With Deloitte & Touche LLP
Originating Department: Planning and Community Development

Attachments: 1) Work Authorization #6
2) Council Bill No. 2016-412

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

Recommended Action:

Approval of Council Bill 2016-412 for the execution of Work Authorization #6 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

Background:

The City of Joplin entered into a consulting agreement with Deloitte & Touch LLP on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery (CDBG-DR) funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of approximately $79.0 million of the original $113 million.

Discussion:

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

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

This Work Authorization provides $1,203,000 for Activity Delivery Costs which are part of the direct implementation of projects including Main and 20^{tt} St. Streetscapes, Advanced Training and Technology

Center Phases 2, Community Clinic of Joplin, Early Childhood Center, Infrastructure Rehabilitation Projects, and Juvenile Detention Center. Additionally, $219,000 in Planning Costs and $740,000 in Program Administration Costs are included in Work Authorization 6 associated with the aforementioned Program Administration Cost tasks. Overall, Work Authorization 6 provides for a total of $2,162,000 effective through May 31, 2017.

Recommendation:

Approve the execution of Work Authorization #6 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche LLP in an amount not to exceed $2,162,000 with an emergency clause.

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

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

WORK AUTHORIZATION NUMBER 6
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated December 5, 2016 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

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

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

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

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 6 exceed the sum of $2,162,000.00.

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

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

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

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

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

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

7. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

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

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

REVIEWED FOR APPROVAL

Nicholas A. Heatherly, Director of Public Works
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, Interim City Attorney

Consultant: ___Deloitte & Touche LLP_____

By: _____

Printed Name: _Kathryn Schwerdtfeger_____

Title: _____Partner_____

Date: _____

CITY OF JOPLIN

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

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 6

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

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

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

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

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

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

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

3. Term:

All work tasks under this Work Authorization shall be completed no later than May 31, 2017 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 6:

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

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

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

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

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

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

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

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. . We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: November 7, 2016 END: May 31, 2017

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		**$1,203,000.00**
	Planning Costs		**$219,000.00**
	Program Administration Costs		**$740,000.00**
	Total Travel Costs		**$0.00**

26	**GRAND TOTAL**		**$2,162,000**

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until May 31, 2017
Our per-hour billing rates are provided below.

Role	**Hourly Rate**
Partner, Principal, Director	$249.26
Program/Senior Manager	$221.45
Manager	$194.67
Senior Consultant	$165.83
Consultant	$140.08
Subcontractors	$125.00
Associate II	$100.00
Associate I	$50.00
Associate	$40.00
Administrative Assistant	$22.00

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

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

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

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

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
- Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

Deloitte & Touche LLP

BY: _____

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME:
TITLE:

COUNCIL BILL NO. 2016-412 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 6 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities, not to exceed Two Million, One Hundred Sixty Two Thousand Dollars ($2,162,000.00) and authorizing the City Manager or his designee the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City execute Work Authorization Number 6 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche LLP to provide planning and administrative activities, not to exceed Two Million, One Hundred Sixty Two Thousand Dollars ($2,162,000.00), for Community Development Block Grant – Disaster Recovery (CDBG-DR) funding received by the City.

Section 2. That the City Manager or his designee the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

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

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

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 5, 2016

ITEM: COUNCIL BILL NO. 2016-527
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Council Employee Annual Pay

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

INTRODUCTION:

This Council Bill approves a three percent (3%) wage adjustment for the City Clerk and the Municipal Judge as Council employees to correspond with the adopted three percent (3%) wage adjustment for city employees.

DISCUSSION:

The Salary Administration Plan is the system that is maintained and utilized to hire and retain employees. The Salary Administration Plan was last changed by the adoption of a new pay plan based on a market comparison in November of 2012. The Salary Administration Plan has not changed since it was adopted in 2012. Additionally, employees have not received a pay increase since the 2014 fiscal year.

The FY 2016-2017 adopted budget included a 3% raise for city employees and council employees effective on anniversary dates. This council bill approves a 3% raise for the City Clerk and the Municipal Judge as shown in Schedule A.

RECOMMENDATION:

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

COUNCIL BILL NO. 2016-527 **ORDINANCE NO**.

AN ORDINANCE adopting and establishing the pay rates for the 2016-2017 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, has reviewed certain Unclassified Council Employees and desires to increase the annual rate of pay for the City Clerk and the Municipal Judge by 3%; and,

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

Section 1. That the Annual Salary for FY 2016-2017 for the City Clerk and the Municipal Judge be increased by 3% effective on their anniversary dates.

Section 2. That additional compensation to members of the Unclassified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 3. That this Ordinance, being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and passage.

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

day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
28-Nov-16

POSITION	CURRENT ANNUAL PAY	3% INCREASE ANNUAL PAY
CITY CLERK	59,507	61,292
MUNICIPAL JUDGE	97,007	99,917

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: December 5, 2016
ITEM: Council Bill No. 2016-015 authorizing and adopting Provisions for Collective Bargaining with Law Enforcement Sergeants.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2016-015; Exhibit "A" - Agreement.

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

INTRODUCTION:

This Council Bill authorizes and adopts Provisions for Collective Bargaining with Law Enforcement Sergeants in the City's Police Department.

DISCUSSION:

As you are aware, the City recently received a request regarding the Police Sergeants and their request to be able to form their own collective bargaining unit.

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

RECOMMENDATION:

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

PCE
attachments

COUNCIL BILL NO. 2016-015 ORDINANCE NO.

AN ORDINANCE authorizing and adopting Provisions for Collective Bargaining with Law Enforcement Sergeants in the City's Police Department.

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

WHEREAS, The City Council of the City of Joplin, Missouri, deems it to be in the City's best interest to adopt Provisions for Collective Bargaining with Law Enforcement Police Sergeants in the City's Police Department.

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

Section 1. Collective Bargaining Provisions With Law Enforcement Sergeants Adopted. That the Provisions for Collective Bargaining with Law Enforcement Sergeants, to form their own separate collective bargaining unit, attached hereto and incorporated herein as Exhibit "A" be, and hereby is, approved and adopted.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN

Provisions for Collective Bargaining with Law Enforcement Sergeants

ARTICLE I

PURPOSE

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

ARTICLE 2

COVERAGE

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

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

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. Further, it shall be at the option of the supervisory employees as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Captains, Lieutenants, Majors, Assistant Chief of Police, the Chief of Police, and the Jail Administrator shall be considered supervisory employees.

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

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

ARTICLE 3

DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

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

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

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

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

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

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

3.5.2 In the event that more than one labor organization seeks to represent sergeant employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor

organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

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

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

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

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

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

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

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

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

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

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

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

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

ARTICLE 5

CONTENT OF LABOR AGREEMENTS

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

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

5.1.2 Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any

strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6

EFFECT OF LABOR AGREEMENT

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

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

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

ARTICLE 7

VALIDITY AND ENFORCEMENT

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

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016

Item: Council Bill No. 2016-383
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) CDBG Agreement
2) Council Bill No 2016-383

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

INTRODUCTION:

The following agreement permits the City of Joplin to provide a financial incentive package to Heartland Pet Food Manufacturing, Inc. for the creation of jobs in the City of Joplin.

DISCUSSION:
Heartland Pet Food Manufacturing is a subsidiary of Blue Buffalo, one of the nation's premier producers of high-quality pet food products. Blue Buffalo selected Joplin for this first manufacturing facility in 2013 and the current 425,000 sq. ft. facility opened in 2014. The company now plans an 112,000 sq. ft. addition and equipment for the production of pet snacks and treats. The expansion will add forty-five additional jobs to the current job base of more than 150.

Community Development Block Grant (CDBG) Forgivable Loan: A one-hundred thousand dollars ($100,000) forgivable CDBG loan will be provided over a two-year period. The loan will be forgiven if Heartland Pet Food Manufacturing meets the conditions of the agreement including the creation of at least 46 new jobs and 51% (24) of the jobs include low-to-moderate income hires. If Heartland fails to create the required jobs or fails to meet their obligations in the contract, they will be required to payback the full amount of the loan and property purchased with CDBG assistance becomes property of the City of Joplin. Eligible uses of the loan include equipment/computer purchases and new employee training.

RECOMMENDATION:
Staff believes the agreement contains the necessary financial assistance to help Heartland Pet Food Manufacturing, Inc. create additional jobs in Joplin.

COUNCIL BILL NO. 2016-383 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, and Heartland Pet Food Manufacturing, Inc.; and, authorizing the City Manager or his designee the Director of Planning, Development, and Neighborhood Services to execute the same by and on behalf of the City of Joplin, Missouri.

WHEREAS, Heartland Pet Food Manufacturing, Inc. wishes to create approximately forty-six (46) jobs in the City of Joplin; and,

WHEREAS, the jobs to be created are in the pet food manufacturing industry; and,

WHEREAS, the City, in cooperation with its economic development partners has offered incentives in the amount of one hundred thousand dollars ($100,000) in forgivable loans; and,

WHEREAS, the Council finds that creating such jobs in the City is desirable and assists in the continued growth of the City; and,

WHEREAS, the Council wishes to provide such incentives to Heartland Pet Food Manufacturing, Inc.

NOW THEREFORE 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, Missouri and Heartland Pet Food Manufacturing, Inc., a true and accurate copy of the same being attached hereto and incorporated herein as "Attachment 1" be, and the same is, hereby approved.

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

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

_____
Michael Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

Attachment 1

SUB-RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2016, by and between:

Heartland Pet Food Manufacturing, Inc., hereinafter referred to as "Sub-Recipient", and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, the City desires to make certain Community Development Block Grant (CDBG) funds available; and

WHEREAS, in exchange for said funds, Sub-Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, the Sub-Recipient and City hereby mutually agree as follows:

1. Statement of Work. Subject to this agreement, the two parties will cooperate in the creation of 46 new full-time jobs, within two (2) years from the start of production at Sub-Recipient's new manufacturing facility, at least fifty-one percent (51%) of which, i.e., twenty-four (24), shall be filled by low-moderate income persons. Starting at the end of the second year of production, the Sub-Recipient must maintain the aforementioned level of job creation for two (2) additional years. The average annual salary for the jobs created will be thirty-nine thousand dollars ($39,000.00), plus benefits. A list of these proposed jobs can be found listed by job title in Proposed Job Creation Titles marked Exhibit D. Documentation of persons shall be recorded on the Community Development Block Grant Program Eligibility Form marked Exhibit "C" attached hereto and incorporated herein. If the Sub-Recipient fails to comply with these requirements, the Sub-Recipient shall make a CDBG refund payment to the City equal to the grant amount according to the terms described in section 3.

2. Schedule. The Sub-Recipient program start date shall be January 1, 2017, and the completion date shall be December 31, 2018. These funds will not be available to the Sub-Recipient from the Community Development Block Grant Program after the completion date.

3. Budget. The City agrees to furnish not more than One Hundred Thousand Dollars ($100,000) or ($2,174.00 per job created) in CDBG funds to the Sub-Recipient, whichever is higher. Said funds shall be in the form of a forgivable loan. Provided the company complies with the applicable provisions and conditions of this agreement, the loan shall be forgiven after five (5) years from the date of signing of this agreement. All items purchased with Community Development Block Grant funds shall become the property of the City if the Sub-Recipient ceases operation or fails to comply with the applicable provisions and conditions of this agreement. The use of the Community Development Block Grant funds provided shall be restricted to the following activities unless otherwise approved by the City's Planning & Community Development Director:

a. equipment/ computer costs;
b. new employee training; and

CDBG funds may not be reimbursed for project expenses incurred prior to the signing of this agreement.

4. Environmental Review. Once adequate information to determine the full scope of the project is received by the City from the company, the City will commence a Tier I Environmental Review of the project. The company may not be reimbursed for eligible project expenses prior to the City's receipt of an "Authority to Use Grant Funds" form from HUD. The company agrees to meet any and all potential conditions required by the City in order to fully complete the Environmental Review.

5. Cessation of Operations and Reversion of Assets. If for any reason the company ceases operation at the project site prior to the completion date, the company shall make a CDBG refund payment to the City equal to any outstanding grant amount, plus 3% interest and/or return all items purchased with CDBG funds to the City. In the event the Sub-Recipient does not establish sufficient jobs at the end of the program period, then a pro-rata amount of the principal, and all accrued interest shall be payable within thirty (30) days following the end of the program period.

6. Payments. Sub-Recipient shall provide itemized statements and such other supporting documentation as reasonably requested by City to support requests for payments.

7. Program Income. Any program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract shall be returned to the City.

8. Maintenance of Records. Sub-Recipient agrees to maintain and make available for inspection by City, upon reasonable notice, the following records of the project:

a. Sub-Recipient shall submit reports of direct benefit to Low/Moderate-Income Households/Persons and minority program participation semi-annually for a total of two (2) years.

b. Sub-Recipient shall establish and maintain sufficient records as required by 24 CFR 570.506. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

c. Sub-Recipient shall establish and maintain sufficient records for the following: (1) Listing by job title of the jobs created; (2) Listing by job title of the jobs filled; (3) The name and income status of the person who filled each position; and (4) The full-time equivalency status of the jobs. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

d. Sub-Recipient shall maintain asset management requirements as established in 24 CFR Subtitle A Section 85.32 (d). This will include providing information about assets and access for periodic monitoring by the Community Development office.

9. Uniform Administrative Requirements. Sub-Recipient shall comply with all relevant administrative requirements as set forth in 24 CFR 570.502. In addition, Sub-Recipient shall comply with all rules, regulations, laws, and such other matters as set forth on the Statement of Assurances marked Exhibit "A" attached hereto and incorporated herein.

10. Indemnification. Sub-Recipient hereby agrees that it will indemnify and save harmless City against any expenditures determined to be ineligible by the United States Department of Housing and Urban Development. In addition, the Sub-Recipient, its agents and its employees shall hold City harmless from all third party claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein, including claims of injury to person or property suffered or allegedly caused due to the relationship created by this agreement, except to the extent any such claim, damage or assessment is caused by the negligence or willful misconduct of City.

11. Modification - Interpretation. The terms, conditions, and provisions of this agreement can neither be modified nor eliminated except by mutual agreement between the City and Sub-Recipient and approved by an ordinance or ordinances duly adopted by the Council.

12. Termination. This Agreement terminates after Five (5) years have expired from its date of commencement. Termination of this Agreement may occur prior to the completion of this Agreement in the following manner:

a. Upon mutual agreement; or

b. When Sub-Recipient has demonstrated compliance with all requirements of City, and United States Department of Housing and Urban Development, for such period of time that further monitoring of Sub-Recipient's compliance is not required.

13. Retention of Records . The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

14. Federal Work Authorization Program "FWAP". Sub-Recipient represents and agrees that it is enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Sub-Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Sub-Recipient agrees to provide an Affidavit of Compliance stating that it is enrolled and participating in a FWAP, and that Sub-Recipient does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with the Sub-Recipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Sub-Recipient agrees to hold harmless and indemnify the City for any liability due to Sub-Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. (See Exhibit B; attached hereto and incorporated herein)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Company name:

_____
Typed name:_____
Title: _____

ATTEST:

_____
Typed Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____
Troy Bolander,
Planning & Community Development Director

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

EXHIBIT A
Statement of Assurances

Company:_____ hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicants' chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines and requirement OMB Circulars Number A-110 and A-122, revised, and A-133 (audit required if the Sub-Recipient receives $500,000 in federal funds), as they relate to the application, acceptance, and use of Federal funds under this document.

(e) It will comply with:
(1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 470d, 605, and Federal regulations regarding the administration and enforcement of labor standards;
(2) The provisions of the Davis-Bacon Act (46 U.S.C.S. 2786a) with respect to the prevailing wage rates (except where exempted under law);
(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
(4) Federal Fair Labor Standards Act, 29 U.S.C.S. 201 et. seq., requiring that covered employees be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(f) It will comply with all requirements imposed by the Federal Government concerning special requirements of law, program requirements, and other administrative requirements. It will comply with:

(g) (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
(3) E.O. 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(4) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
(5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
(6) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60); which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts shall take affirmative termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
(7) Polices required by the State to affirmatively further fair housing.

(h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(i) It will:
(1) To the greatest extent practicable under State law, comply with Section 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Section 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth the regulations at 24 CFR Part 42 and 24 CFR 570.602(b).

(j) It will abide by the terms and conditions of the Department of Economic Development's Conflict of Interest Program Policy as adopted March 1, 1987, and any additions thereto, for all activities paid for or assisted by Block Grant funds.

(k) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(o) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 903-234, 87 Stat. 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase (Federal financial assistance) includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) It will, in connection with its performance of environmental assessments under the National Historical Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Preservation Act of 1968 (16 U.S.C. 469-1, et. seq.) by:

(1) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(q) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetlands;
(4) The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
(7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b));
(9) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et. seq.);
(10) The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C.S. 1251 et. seq.);
(11) The Clean Water Act of 1977 (Public Law 95-217); and
(12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

(r) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as

amended, which have not been cited previously as well as with other applicable laws.

(s) It will minimize displacement of persons as a result of activities assisted with such amounts.

(t) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(u) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(v) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

The City may also require additional information in addition to the HUD program benefit requirements.

EXHIBIT B

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

CDBG Self-Certification Form
CDBG Program- Job Creation Project
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that requires to meet certain standards. Completion of this form is voluntary and this information will be kept confidential, with access only to the grantee, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____ person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS) for income tax purposes.

2. **FAMILY INCOME: $ _____ .00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item (i.e. tax form showing annual income)**
   The Income Verification Survey will guide you to provide proper documentation.

3. **ELDERLY: _____ person(s)**
   Elderly: how many persons in your family are 62 years of age and over?

4. **HANDICAPPED: _____ person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ **Hispanic or Latino** ☐ **Not Hispanic or Latino**

6. **HEAD OF HOUSEHOLD:** ☐ **Male** ☐ **Female**

7. **RACIAL DESIGNATION**: (select one or more) for each household, enter the number by race.

☐ **White**	☐ **American Indian/Alaskan Native & White**
☐ **Black/African American**	☐ **Asian & White**
☐ **Asian**	☐ **Black/African American & White.**
☐ **American Indian/Alaskan Native**	☐ **American Indian/Alaskan Native & Black/African American**.
☐ **Native Hawaiian/Other Pacific Islander**	☐ **Other Multi-Racial.**

PRIOR EMPLOYMENT STATUS: ☐ **Unemployed** ☐ **Employed**

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

Print Name	Date
Job Title (potential title if not hired yet)	Sign Name

Employer/Local Government Use Only			
New Job Category (based on Economic Development Administration categories):			
☐	**Officials and Managers**	☐	**Professional**
☐	**Technicians**	☐	**Sales**
☐	**Office and Clerical**	☐	**Craft Workers (skilled)**
☐	**Operatives (semi-skilled)**	☐	**Laborers (unskilled)**
☐	**Service Workers**		
Part Time/Full-Time: Is this position part-time or full-time?		☐ **PT**	☐ **FT**
Insurance: Does this position provide health benefits?		☐ **Yes**	☐ **No**

COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE SELF CERTIFICATION

INSTRUCTIONS FOR SUB-RECIPIENT (OFFICE USE ONLY)

1.) Once the Self Certification form is completed, verify that the number of people in each family and income complies with the appropriate FY 2015 (effective 3/6/2015) or FY 2016 (effective 3/28/2016) Income Limits Summary below. Please see https://www.huduser.gov/portal/datasets/il/il2015/select_Geography.odn for updated Income Limits for future years.

FY 2015 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%)	$11,770	$15,930	$20,090,	$24,2501	$27,300	$29,300	$31,350	$33,350
Very Low (50%)	$17,700	$20,200	$22,750	$25,250	$27,300	$29,300	$31,350	$33,350
Low (80%)	$28,300	$32,250	$36,400	$40,400	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

FY 2016 Income Limits Summary

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%)	$11,880	$16,020	$20,160	$24,300	$27,950	$30,000	$32,100	$34,150
Very Low (50%)	$18,100	$20,700	$23,300	$25,850	$27,950	$30,000	$32,100	$34,150
Low (80%)	$28,950	$33,100	$37,250	$41,350	$44,700	$48,000	$51,300	$54,600

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

1 The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

EXHIBIT D

Proposed Job Creation Titles

Job Title and Description	Number	Proposed Salary
Operations Manager: Responsible for the entire operations of the treat facility	**1**	**$58,000.00**
Process Engineer: Responsible for the technical aspects of the treat manufacturing process	**1**	**$58,000.00**
Production Supervisors: Oversee Production of Treats	**3**	**$58,000.00**
Ingredient Buyer/Scheduler: Responsible for the purchase of raw materials for treat manufacturing and the scheduling of production	**1**	**$58,000.00**
Quality Control Technicians: Oversee all quality related aspects of the treat manufacturing process	**4**	**$45,000.00**
Mechanics: Responsible for the maintenance of the machinery/equipment used in the treat manufacturing facility	**4**	**$45,000.00**
Production Operators: Responsible for operating the Machinery/Equipment to produce treats	**32**	**$35,000.00**

Total Jobs Created	**46**
Average Salary	**$39,739.13**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 5, 2016
Council Bill No. 2016-618
Item: Approval of Job Description for Position

Originating Department: HUMAN RESOURCES

Attachments: 1) Council Bill No. 2016-618
2) Job Description
3) Personnel Board Summary Sheet

Department Head: Dave Allgood
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of the Job Description for Assistant Wastewater Superintendent Position.

Background: The new position of Assistant Wastewater Superintendent was approved in the FY 2016-2017 Operating Budget. In accordance with the standard practice, the job description was presented to and approved by the Personnel Board and is now presented to the City Council for their approval.

Discussion: This position is instrumental in maintaining continuity of the command structure for Wastewater Treatment; providing oversight over both Wastewater Treatment Facilities, ensuring they are operating effectively and in accordance with regulations and the Clean Water Act. This position is paid for out of the Wastewater Fund.

Recommendation: City staff recommends that the Council approve the Job description on First reading.

JOB DESCRIPTION
CITY OF JOPLIN
WASTEWATER PLANT SUPERINTENDENT

TITLE: ASSISTANT WASTEWATER PLANT SUPERINTENDENT

DEPARTMENT: PUBLIC WORKS

DESCRIPTION:

Under limited supervision, plans, coordinates, and directs the operation and maintenance of the City of Joplin's wastewater treatment facilities.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Plans, establishes priorities, assigns, and inspects the work of subordinate staff to ensure safe and efficient operation of the City's wastewater treatment plants and compliance with State and Federal regulations.
- Assists in Monitors and evaluates job performance.
- Assists in Providing on-the-job training.
- Assists in Preparing and monitoring budget; reviews purchase orders; conducts organizational planning, including estimating staff, equipment, and material requirements; maintains inventory of materials and supplies needed.
- Assists in Oversight of the maintenance and repair of the City's wastewater treatment plant facilities and equipment, including wastewater lift station equipment and wastewater treatment facilities and equipment.
- Assists in Direction general building maintenance and repair work necessary for efficient effective treatment plant operation; supervises contracted maintenance/repair work; directs the recording of test results and flow volumes for various state and Federal reports.
- Assists in Determining permit fee rates for issuance of industrial/manufacturing discharge permits by analyzing Division Operating and Maintenance costs.
- Assists in Planning major construction projects, including projecting operating costs and projecting personnel, materials, and equipment needed to ensure adequate facilities exist for the efficient effective treatment of wastewater in the future.
- Assists in Preparing periodic reports of wastewater treatment activities for State and Federal environmental protection agencies.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The immediate supervisor or higher authorities may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with a variety of environmental protection officials, business owners/officials, other city management staff, and the public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of general management principles and practices, including program/project planning and evaluation, budgeting, and employee training and supervision.
- Knowledge of the general principles and practices of wastewater treatment.
- Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
- Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
- Knowledge of the procedures and techniques for maintaining and repairing a variety of pumps and control devices used in wastewater treatment operations/facilities.
- Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
- Knowledge of general building/grounds maintenance and repair practices.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions.
- Requires color and depth perception; low levels of twisting and bending; must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

ENVIRONMENTAL ADAPTABILITY

- Skill in planning, organizing, and directing the activities of a municipal wastewater treatment operation.
- Skill in understanding and interpreting complex statutes, ordinances, regulations, and standards.
- Skill in reviewing and evaluating the work of subordinate staff to ensure that established wastewater treatment standards are met.
- Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.
- Skill in maintaining records and preparing reports.
- Skill in operating, maintaining, and repairing wastewater treatment plant equipment.

GENERAL QUALIFICATIONS:

- A Bachelor's degree in Biology, Environmental Science or a closely related field of study, or fifteen full time years of experience in a closely related area of wastewater treatment plant operations, at least ten years of which must have been as a supervisor or foreman.
- Must possess a Missouri Class A Wastewater License.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

City of Joplin									
Council bill 2016-618									
Dec. 5, 2016									
SUMMARY SHEET OF CHANGES									
Department	**Position**	**Reason for Change**	**Old Pay Range ($)**	**Old Positions**	**New Positions**	**New Pay Range**	**Exempt/ non-exempt**	**Full time Part time**	**Comments**
Public Works	Asst. WW Superintendent	This postion is being added to have an Assistant Superintendent for continuity purposes and the vast amount of personnel and equipment. 2 Publicly Owned Wastewater Treament Facilities, 25 Lift Stations, and over 40 employees. As a result, will replace the Chief WW Plant Operator II position with a CWWO I . This will be a new position to be the Assistant to the Waste Water Superintendent to provide backup line of authority for oversight and management to all city waste water facilities		WW plant operator	Asst WW superintendent	310 $39,998-$60,289	exempt	FT	Created new position for continuity purposes. Reclassify the current position from Chief Wastewater Operator II to Chief Wastewater Operator I and promote current WW Plant Operator. Provides for sucession planning, and mngt backup for all ww operations

COUNCIL BILL NO. 2016-618 ORDINANCE NO.

AN ORDINANCE Approval of the job description of Assistant Wastewater Superintendent for the City of Joplin.

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

Section 1. That approval of the job description of Assistant Wastewater Superintendent for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to establish this position in accordance with the attached, for and on behalf of the City of Joplin.

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

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney