C O U N C I L A G E N D A

December 15, 2014

6:00 P.M., Council Chambers

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications
1. Semi Annual Report - Capital Improvement and Public Safety Committee by Chairman Chris Churchwell

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the December 1, 2014 Council Meeting

2. COUNCIL BILL NO. 2014-278 -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 at the northwest corner and southeast corner of 32nd Street and Central City Road/Antelope Road in the City of Joplin, Jasper County and Newton County, Missouri.

3. COUNCIL BILL NO. 2014-279 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located west of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2014-280 -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, District C-1, and District C-1-PD and including in District C-3-PD property as

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 Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

described below and located generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2014-281 -AN ORDINANCE providing for the vacation of all public street right-of-ways north of 20th Street between Delaware Avenue and Carolyn Place, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place, in the City of Joplin, Jasper County, Missouri.

6. COUNCIL BILL NO. 2014-282 -AN ORDINANCE approving the voluntary annexation by the City of Joplin of property east of Prigmore Avenue between Interstate 44 and East Alliance Parkway in Jasper County, Missouri.

7. COUNCIL BILL NO. 2014-283 - AN ORDINANCE Request to Review the Final Plat of SCHUBER'S VALLEY located at the southeast corner of 26th Street and Oliver Avenue in the City of Joplin, Jasper County, Missouri.

9. COUNCIL BILL NO. 2014-284 - AN ORDINANCE requesting the review of the Final Plat of JOPLIN HIGH SCHOOL SUBDIVISION located south of 20th Street to 25th Street and east of Grand Avenue to Indiana Avenue in the City of Joplin, Jasper County, Missouri.

10. COUNCIL BILL NO. 2014-521 - AN ORDINANCE amending Division 3, Investment Policy, of Article V. Finance, in chapter 2, Administration, of the Code of Ordinances of the City of Joplin to implement certain language changes to the investment policy.

9. Resolutions

1. RESOLUTION NO. 2014-022 - A RESOLUTION of the City of Joplin, Missouri to accept a bid for the sale of $8,200,000.00 of Chapter 100 Taxable Industrial Revenue Bonds to facilitate an economic development project pursuant to a lease agreement between the City and Cott Corporation.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014- 192 - AN ORDINANCE approving a contract with Dalton Killinger Construction Co. for One Million One Hundred Five Thousand Eight Hundred Thirty Eight and 98/100 Dollars ($1,105,838.98) for construction of the Infrastructure Improvements at 28th and Pennsylvania and at Even Avenue and County Club and containing an emergency clause.

2. COUNCIL BILL NO. 2014 – 193 - AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 1715 S. Grand. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Five and 00/100 Dollar ($3,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

3. COUNCIL BILL NO. 2014 – 194 - AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and

clearing of lot area located at 310 N. Oak. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Sixty Five and 00/100 Dollar ($2,765.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

4. COUNCIL BILL NO. 2014 -195 - AN ORDINANCE approving a contract with Sprouls Construction Co. for One Million Two Hundred Ninety Six Thousand One Hundred Nine and no/100 Dollars ($1,296,109.00) for construction of the 15th Street Area Improvements-Green Zone project and containing an emergency clause.

5. COUNCIL BILL NO. 2014-196 - AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Four Hundred Thirty Four Thousand Ninety Eight and 86/100 Dollars ($434,098.86) for the 26th Street Sidewalk and Overlay project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

6. COUNCIL BILL NO. 2014-197 - AN ORDINANCE approving a contract with Hunter Chase & Associates in the amount of Three Hundred Fifty Six Thousand Six Hundred Seven and 50/100 Dollars ($356,607.50) for the Repair of Sidewalk, ADA ramps, and Curb and Gutter project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

7. COUONCIL BILL NO. 2014-415 - AN ORDINANCE authorizing the City of Joplin to enter into an Engineering Design Contract with Allgeier Martin & Associates for $70,000 for the Public infrastructure improvements in NID #4; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

8. COUNCIL BILL NO. 2014-416 - AN ORDINANCE approving the City of Joplin execute Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Two Million Nine Hundred Seventy-Two Thousand Eight Hundred Thirty-Six Dollars ($2,972,836.00) and authorizing the Director of Planning and Community Development to execute said Agreement; and containing an emergency clause.

9. COUNCIL BILL NO. 2014-628 - AN ORDINANCE amending the Salary Administration Plan adopted by Ordinance No. 2014-016 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-031 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TeleCommunications Systems, Inc. (TCS) for the purpose of providing equipment and services to facilitate integration between Jasper County Emergency Services (JASCO) and the Joplin Police Department (JPD); and authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

12. Ordinances – Second Reading and Third Reading

1. AMENDED COUNCIL BILL NO. 2004-668 - AN ORDINANCE approving the Redevelopment Project for Parcel I of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

2. AMENDED COUNCIL BILL NO. 2004-669 - AN ORDINANCE approving the Redevelopment Project for Parcel J of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

13. Unfinished Business

14. New Business

Notice posted at 4:30p.m. on this the 11th day of December, 2014. (RSMo 610.020)

REPORTS
&
COMMUNICATIONS

Office of the Director of Public Works
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 530
417- 625-4738 (Fax)

MEMORANDUM

TO: **Mayor Michael L. Seibert and Members of the City Council**

FROM: **Nicholas A. Heatherly Director of Public Works**

DATE: **December 8, 2014**

RE: **Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report**

Attached please find a copy of the Oversight Committee's report. The Oversight Committee Chairman, Chris Churchwell, will be attending Monday night's City Council meeting to publicly present the report to Council.

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twenty-fifth (25^{th}) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee December 8, 2014 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
December 8, 2014

Introduction

The Joplin City Council, on August 20, 2001 adopted Ordinance Number 2001-120, providing for the submission to voters on November 6, 2001 of two sales tax propositions for the purpose of funding capital improvements, stormwater control and City park improvements.

The Joplin City Council, on May 3, 2004 adopted Ordinance Number 2004-107, providing for the submission to voters on August 3, 2004 of a sales tax proposition for the purpose of funding capital improvements.

On September 17, 2001, the Joplin City Council approved Resolution Number 2001-043 creating the Capital Improvement Oversight Sales Tax Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Stormwater Control and City Park Improvement Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collection and expenditure of revenue from the sales tax, and progress toward completion projects funded therefrom, and make a written, public report to the City Council in April and October of each year.

On November 6, 2001 the voters approved "Proposition B" for the purpose of funding stormwater control and City park improvements. On August 3, 2004 the voters approved "Proposition A" for the purpose of funding capital improvements. On November 7, 2006 the voters approved "Proposition A" for purpose of improving public safety.

Oversight Committee Members

The City Council, in response to voter approval of "Proposition B", appointed seven (7) Joplin residents to serve on the Capital Improvement Oversight Sales Tax Committee.

On July 2, 2007, the City Council passed Resolution No. 2007-020 by appointing the Capital Improvement Oversight Sales Tax Committee to review collection and expenditures of revenue from the one-half of one cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council passed Resolution No. 2007-027 amending the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amending the mission thereof.

The current Capital Improvement and Public Safety Sales Tax Oversight Committee membership includes the following:

Tom Beisner	Charles Buchanan
Chris Churchwell	Charles Genesio
Don Goetz	Harvey Hutchinson
Ryan Jackson	DeWayne Patton
James Richards	

Review of Oversight Committee Meetings

August 21, 2014

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2014 stormwater improvements and maintenance activities. David Hertzberg updated the committee on the capital improvements street program. Jason Burns and James Furgerson updated the committee on the public safety sales tax activities.

November 20, 2014

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by A. J. Whistler. Dan Johnson updated the committee on the FY 2014 stormwater improvements and maintenance activities. Chris Cotten updated the committee on the parks activities. David Hertzberg updated the committee on the capital improvements street program. James Furgerson and Brian Lewis updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Chris Churchwell, will present this report on Monday, December 15, 2014.

Committee Observations

As of the Oversight Committee's last meeting on November 20, 2014, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2014 fiscal year.

The Oversight Committee finds that the City of Joplin has not deviated from the list of projects that was presented to Joplin residents prior to the election. This list was presented with the understanding that if the voters approved the proposition, the sales tax revenues would be used to fund the listed projects.

Respectfully Submitted,

Date: 12/9/14

Chris Churchwell,
Chairman

Attachments: Parks and Stormwater Sales Tax Fund Projected Costs Compared to Actual Costs
Parks and Stormwater Sales Tax Fund Project Analysis
Capital Improvement Sales Tax Fund Projected Costs Compared to Actual Costs
Capital Improvement Sales Tax Fund Project Analysis
Public Safety Sales Tax Analysis
Public Safety Sales Tax Projected Expenditures Compared to Sales Tax Items

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
NOVEMBER 20, 2014
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, November 20, 2014. Present were Committee Members Tom Beisner, Harvey Hutchinson, Ryan Jackson, and DeWayne Patton. Committee Members Charles Buchanan, Chris Churchwell, Charles Genesio, Don Goetz, and James Richards were absent.

City Staff present were A. J. Whistler, Assistant Finance Director; Chris Cotten, Parks and Recreation Director; Dan Johnson, Civil Engineer; David Hertzberg, Community Development Block Grant Project Manager; Brian Lewis, Assistant Chief of Police; and James Furgerson, Interim Fire Chief.

Approve minutes from the May 15, 2014 and August 21, 2014 meetings:

Due to lack of a quorum, no official action could be taken to approve these minutes.

Review sales tax collections and projects:
Parks and Stormwater Sales Tax:

Mr. Whistler gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through October, 2014. Revenues are no longer being collected in Phase I, so the total projected funding sources hasn't changed from the last quarter and is still $21,843,369.38. The actual costs to date through October 31, 2014 was $2,617,777.84. The subtotal for the actual costs to date were $20,139,131.17. The remaining estimated expenditures total $1,163,301.

Phase I projects still in progress include the Mohaska Ditch, Porter Avenue and "B" Street, "C" Street west of Porter, Eighth Street and Patterson Avenue, and "B" Street west of Porter Avenue. The 24th Street and Meadow Avenue improvements were completed during the fourth quarter of FY 2014.

Mr. Whistler discussed Phase II and stated that the actual sales tax receipts for FY 2014 total $1,343,777.27 for parks, with a total projected funding of $13,479,811.83. The actual expenditures to date for FY 2014 total $361,393.29, with the Tax Increment Financing (TIF) developers being paid $67,425.77. The actual costs to date total $7,617,671.87, with the remaining estimated project cost for parks being $5,543,229.

The actual sales tax receipts for FY 2014 total $1,933,728.31 for stormwater, with state allocation grant revenues of $613,490.31. The total projected funding is $20,011,260.24. The actual expenditures to date for FY 2014 total $1,122,857.10, with the TIF developers being paid $97,027.26. The actual costs to date total $1,609,331.53, with the remaining estimated project costs for stormwater being $19,363,822.

Mr. Patton asked Mr. Whistler how he is calculating the projected actual receipts for the coming years, and he replied it is a formula based on a percentage increase each year. Mr. Patton asked Mr. Whistler what that percentage is, and he did not know.

Mr. Jackson asked if the allocated TIF funds that will be collected include actual TIF transfer payments, if that revenue is developed from the TIF. Mr. Whistler replied that is correct.

Mr. Jackson asked about those TIF dollars being spent on specific projects. Mr. Whistler replied that those monies are remitted to the TIF developers. The TIF receives 50 percent of incremental increases on sales tax. The TIF developers use those tax dollars for TIF projects.

Mr. Whistler discussed the projects in Phase II. Parks improvements currently in progress include annual maintenance, softball complex amenities, Schifferdecker Park improvements, athletic complex improvements, Cunningham Park improvements, McClelland to Town Green via Tin Cup Trail, the off-leash dog park (Landreth West/Dover South), and the Wildcat Glades & Audubon Center annual support.

Stormwater improvements currently in progress include the minor system, ditch and detention pond maintenance, Illinois Avenue between Seventh and Ninth Streets, the regional detention at 15th Street and Massachusetts Avenue, along with ditch and culvert improvements on Connecticut Avenue between 32nd and 35th Streets, Connecticut between 35th and 37th Streets, Euclid Avenue at Odessa and Rolla, 10th Street and Peters Avenue, and a new culvert system on Hill Street between Division and Mineral Avenues.

Mr. Patton asked if the Wildcat Glades & Audubon Center support will continue, and Mr. Cotten replied it decreases each year.

Stormwater:

Mr. Johnson stated that during the last quarter of FY 2014, crew time was spent on final ditch mowing and cleaning for the winter. Currently there are eight employees, including six Laborer I positions, one Laborer II, and one equipment operator. Only 44 percent of the operations budget was spent during the fourth quarter, with expenditures of 82 percent of the total personnel budget and 96 percent of the total operations budget, and 14 percent on projects.

City crews have completed several small repairs to the minor drainage system and have replaced a box culvert at Ninth Street and St. Louis Avenue. A total of 157,586 feet of ditch maintenance was performed, with 220 catch basins being cleaned and 1,649 miles of street sweeping being logged. The street sweeping helps keep the drainage systems clean.

Mr. Hutchinson asked about the addition of the existing storm sewer system to the GIS system, and Mr. Johnson awarded a consultant the GIS mapping project. The consultant looks for every inlet or catch basin, but this program allows all the locations to be recorded in one place. The consultant helps the City staff place the right set of drawings with each inlet electronically. This program will tell the staff whether a system is big enough for the neighborhood it serves.

Mr. Johnson discussed the major stormwater projects in Phase I. The Maiden Lane drainage improvements are part of the roadway widening project. The work at 24th Street and Meadow

Avenue is complete. A consultant is being hired to design the work at Eighth Street and Patterson Avenue. A contract was awarded to Polston Construction for Porter Avenue and "B" Street, along with "B" and "C" Streets west of Porter Avenue, with those projects currently under construction.

Mr. Johnson discussed the projects in Phase II and stated that the regional detention at 15th Street and Murphy Boulevard is nearing completion, with more planting taking place during the spring. Right-of-way acquisition is taking place on the regional detention pond west of Arizona Avenue and north of 32nd Street, with construction beginning during the winter.

Work is beginning during December on the new culvert system on Michigan Avenue between 30th and 27th Streets. Mr. Hutchinson asked if that is one of the most critical projects, and Mr. Johnson replied that the public will actually be able to see something happening. Some of the projects are designed, but the staff won't begin right-of-way acquisition or construction until during 2015.

Parks:

Parks Director Chris Cotten stated the Parks and Recreation Department will be completing the skate park project during 2015. Requests for proposals have been sent out, with the proposals being due on Friday, November 21. The staff anticipates having the skate park built and open by May 22, 2015, the four-year anniversary of the tornado. The top three consultants will be interviewed on December 12, with the project being awarded by the City Council on December 15.

The softball complex will see the installation of a separate umpire changing area and additional shade structures, along with awnings to cover the picnic areas for safety reasons. The umpire changing area will allow the City to attract large-scale tournaments.

A minor change has been made on the sand (beach) volleyball project. The current facility in Landreth Park is outdated, so a new sand volleyball court will be constructed at the athletic complex with some of the existing lighting from Joe Becker Stadium being used for that project.

Mr. Hutchinson asked if the referees for the sand tournaments would be similar to the softball referees and could use the same restrooms. Mr. Cotten stated that the sand volleyball courts will be located behind the offices at the athletic complex, with the office building containing locker rooms and showers. That building also has a concession stand and a lounge area where participants could relax instead of sitting outside in the park in the heat.

Mr. Hutchinson asked about getting those tournaments at the facility. Mr. Cotten replied it may take some time, but the Parks staff is confident they can make it happen.

Capital Improvement Sales Tax:

Mr. Whistler gave those present reports outlining the revenues and expenditures for the capital improvement sales tax during the fourth quarter of FY 2014. The beginning fund balance was $11,908,598.59, with $4,914,302.39 being received during FY 2014. Interest income for FY 2014 totaled $12,438.77. Revenues for the TIGER II Grant was $2,616,040.25. Local government participation for FY 2014 totals $646,516.60, for total projected funding sources of $65,381,484.71.

Mr. Whistler discussed the expenditures and stated that the actual projects costs for FY 2014 total $4,238,279.86, with the TIF developers being paid $230,234.15. The subtotal for the actual costs to date were $48,492,812.13, with remaining estimated project costs of $16,168,329.

Mr. Patton asked about the sources for the local government participation. Mr. Johnson replied that the City of Joplin has partnered with Jasper and Newton Counties, who provide grant funding for the City of Joplin to manage the projects to ensure that everything is done correctly to meet the requirements of the grant.

Capital improvement projects currently in progress include the City overlay program, and Maiden Lane from 20th to 30th Streets and from 9th to 17th Streets. The Maiden Lane work is included in the TIGER Grant that was approved during 2012. The Schifferdecker Avenue project was completed during the last quarter of FY 2014, with work progressing on 26th Street from Maiden Lane to Schifferdecker. These two projects are also connected with the TIGER Grant.

Other projects currently in progress include Zora Street from Range Line Road to Main Street, St. Louis Avenue from Broadway to Zora, and the existing traffic signal upgrades.

Mr. Beisner asked about a completion date for 26th Street from Maiden Lane to Schifferdecker. Mr. Hertzberg stated that utilities are still being relocated, and Mr. Jackson understood a lot of utility issues were being encountered. He stated the utility companies found underground fuel storage tanks from an old gas station. Mr. Johnson stated that the big issue now is the placement of some paving before more inclement weather arrives.

Mr. Hutchinson asked if 26th Street has given the City staff the most trouble as far as being on schedule, and Mr. Johnson replied yes. This area has terrible subgrade, with borings being conducted on future projects to look at the subgrade more closely.

Mr. Whistler discussed the projects in Phase II and stated that the voters recently approved another 10-year extension of the capital improvement sales tax program. He anticipates receipts during March or April of 2015, with projected sales tax receipts of $46,076,529. A couple of minor expenditures total $305.00, with the remaining estimated project costs for Phase II being $51,653,000. Included in the report is a listing of all the projects in Phase II.

Mr. Beisner asked if the projects are listed in the order of priority, and Mr. Whistler was not sure.

Mr. Patton asked about the timeline for the 20th Street overpass, and Mr. Jackson asked about the original projected timeframe. Mr. Hertzberg replied 18 months for construction. Acquisition of right-of-way from the railroad has been the major delay, with that right-of-way finally being acquired. The utility companies are relocating and getting ready for construction to start.

Mr. Patton asked if 20th Street will be closed for a period of time, and Mr. Hertzberg replied yes. He thought it would be closed for 14 months. Mr. Johnson compares this project to the grade separation on Connecticut Avenue.

Mr. Hutchinson asked if work can be done concurrently on the two segments of 32nd Street, or of one segment will be completed at a time. Mr. Hertzberg would probably not construct 32nd Street and 20th Street at the same time. Due to the revenue and the size of the projects, he is looking at

two phases. A decision will be made during the design process whether the work will be done as one project or two projects.

Mr. Hertzberg stated the 2013 overlay is substantially complete. Davis Boulevard, Fourth Street from St. Louis Avenue to Range Line Road, and Broadway from Main Street to St. Louis Avenue have been paved. Plans are being assembled for projects to complete the 2014 overlay program. The 2014 micro-surfacing has also been completed.

A contract for the Maiden Lane project was awarded to APAC Missouri, with Olsson and Associates being hired as a project management and inspection firm. The work is progressing and is scheduled for completion during 2015.

The design work is complete for Zora Street from Range Line Road to Main Street. All right-of-way has been acquired except for one parcel, with the project being advertised for bids during December, 2014. Construction will begin in the spring.

The survey and design work is complete for St. Louis Avenue from Broadway to Zora. Right-of-way acquisition is in progress, with construction beginning during the summer of 2015.

Schifferdecker Avenue is substantially complete, with a few minor items being installed.

Public Safety Sales Tax:

Mr. Whistler gave those present reports outlining the revenues and expenditures for the public safety sales tax through the fourth quarter of FY 2014. The beginning fund balance was $10,952,669, with $6,545,718 being collected during FY 2014. Expenditures total $336,952 for street lights; $2,588,834 for police; and $1,794,731 for fire. A total of $223,992 was spent on the public safety training center, with $351,368 being paid to the TIF developers. The expenditures total $5,295,877, with a net change in fund balance of $1,249,842. The ending fund balance is $12,202,511.

Mr. Whistler discussed the expenditures, with $2,125,498 for 25 additional police officers and $425,100 for five detectives in crime analysis. A total of $1,208,227 was spent for 15 additional firefighters, with $241,645 being spent for three coverage firefighters for the current operations. An additional $241,645 was spent to increase the Fire Station 3 personnel to full staff. Other expenditures include $80,548 for a fire training captain; $336,952 for the neighborhood security light program; $47,517 for wireless access for public safety; and $43,481 for the public safety training center.

Most of the capital items have been completed and purchased, with $180,511 being spent on the fire and police training center during FY 2014. That project is currently in the design stage. Capital expenditures total $193,895 for FY 2014.

Fire:

Mr. Patton asked when work will begin on the fire and police training center. Interim Chief Furgerson stated that a contract for the four-story training tower was approved during September, with a cost of $699,000. He anticipates beginning construction in December, weather permitting.

On November 17, Interim Chief Furgerson presented to the City Council a contract for $289,000 for the interior gas fire props to be installed in the fire training tower. He anticipates the training tower construction taking three to five months. He has already received the exterior gas props.

Plans for the actual training grounds were discussed with Anderson Engineering, with the site being finalized. Interim Chief Furgerson will solicit bids for the grading and concrete work during December. This phase will take six months to complete. He will then be able to focus on the fire training itself, with design work commencing for that portion. He anticipates 1-1/2 to 2 years' completion time for the training center.

Interim Chief Furgerson hired three additional drivers through the public safety sales tax during FY 2014. He is adding a rescue truck during FY 2015, so these drivers began work in November. The department will begin utilizing the training tower once it is complete.

Mr. Hutchinson asked Interim Chief Furgerson about his comment in report stated October was a slow month with utilization of the training center. He replied that October is Fire Prevention Month, so their personnel and trucks are visiting schools and presenting fire safety talks. Training is being conducted in-house instead of driving out to the training center. During October, the fire personnel also conduct school and business inspections.

Police:

Assistant Chief Lewis presented a list of classes that were conducted at the public safety center to date for FY 2014. Training was conducted for 535 students from Missouri, including Jasper and Newton Counties and other parts of Missouri, as well as Kansas and Oklahoma. A total of 261 students came from Jasper County, with 50 students from Newton County, 199 students from other parts of Missouri, 11 students from Oklahoma, and 14 students from Kansas.

The Police Department has developed a relationship with a training center that occasional hosts free training. The classes are conducted in Joplin, with police officers and fire personnel from the surrounding area attending the training sessions as well.

October was also a slow month for the Police Department since it is the end of the fiscal year, so not many training events are scheduled.

Mr. Hutchinson asked if the department generates revenue from other agencies who train at the facility, and Assistant Chief Lewis replied occasionally. When they host a class, they invite other agencies. They will charge $30.00 for an eight-hour class. The department has an in-house motorcycle trainer, Dan Haskins, with an officer from an outside agency recently being charged $250.00 for a motorcycle training class.

Mr. Hutchinson asked if the motorcycles are leased through Harley-Davidson, and Assistant Chief Lewis replied yes. The officer who received training brought his own motorcycle with him.

The Police Department currently has five vacant officer positions, three dispatch positions, and one part-time position in the jail. Mr. Hutchison asked if this is a high number of vacancies, and Assistant Chief Lewis replied the department hasn't been fully staffed and usually has openings

due to retirements and resignations. Testing was recently completed, with 12 applicants currently going through background checks. Six of those are currently enrolled in the academy. One has post-certification. Four trainees will begin working the streets on December 1. One trainee who is currently attending the academy will graduate in December and will begin working in January.

Mr. Hutchinson asked if the police and fire pension fund is making money like it is supposed to, and Interim Chief Furgerson replied yes. The fund currently contains $36 million, so it is growing rather nicely and seems to be growing in the right direction.

Other Business:

Mr. Jackson had a general question about the committee. He noted a couple of committee members having a couple of absences in a row, with the City Charter dictating if a member has two absences in a row, the City Clerk is to be notified for his replacement on the committee. He asked the staff to visit with the City Clerk's office, since there have been two meetings in a row where a quorum has not be present. The committee members receive plenty of notice for these meetings, and he thought it was unacceptable to an extent even though illnesses and other emergencies come up.

The committee members haven't been able to approve the meeting minutes for May or August. They understood the semi-annual report is to be presented to the Council on Monday, December 15. Mr. Whistler will discuss the situation with Ms. Haase, and the staff can e-mail the committee members about what should be done.

Schedule next meeting of the oversight committee:

The next meeting of this committee will be held on Thursday, February 19, 2015 at 4:00 p.m. The semi-annual report is to be presented to the City Council on Monday, December 15.

Adjournment:

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 5:03 p.m.

Chris Churchwell, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of October 31, 2014
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2014	$ (243,190.19)	$ 4,322,016.05	$ 4,078,825.86
Revenues:			
Actual sales tax receipts-Prior Years	9,165,443.45	20,251,036.36	29,416,479.81
Interest Income-Prior Years	165,993.63	360,970.28	526,963.91
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 12,043,194.07	$ 21,843,369.38	$ 33,886,563.45
Expenditures:			
Actual project costs to date-Prior Years	$ 12,109,265.00	$ 17,132,764.90	$ 29,242,029.90
Actual TIF/Transfer payments to Developer to date-Prior Years	177,119.26	388,588.43	565,707.69
Actual costs to date-Current Year	-	2,617,777.84	2,617,777.84
Actual TIF/Transfer payments to Developer to date-Current Year	-	-	-
Sub-Total actual costs to date	$ 12,286,384.26	$ 20,139,131.17	$ 32,425,515.43
Remaining estimated project costs	-	1,163,301.00	1,163,301.00
Total projected costs	$ 12,286,384.26	$ 21,302,432.17	$ 33,588,816.43
Shortfall of estimated sales tax receipts	(243,190.19)	540,937.21	297,747.02
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (243,190.19)	$ 540,937.21	$ 297,747.02
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

Note: Sales tax receipts for fiscal year 2012: 2.1%
Sales tax receipts for fiscal year 2011: 8%
Sales tax receipts for fiscal year 2010: 0.26%
Sales tax receipts for fiscal year 2009: (4.67%)
Sales tax receipts for fiscal year 2008: 1.09%
Sales tax receipts for fiscal year 2007: 1.23%
Sales tax receipts for fiscal year 2006: 3.88%
Sales tax receipts for fiscal year 2005: 2.64%
Sales tax receipts for fiscal year 2004: 5.60%

Prepared by: Leslie Haase

Report 2

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

PARKS PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$ -	
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	-	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	-	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	-	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	-	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	-	
Schifferdecker Park Improvement Project	TS0210	220,000	105,559	105,559	114,441	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	15,400	4,600	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	78,511	DNR Trail Grant
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	-	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073 *	-	
Softball Fields	TS0215	888,104	1,806,774	1,806,774	-	1,199,627	General Fund Transfer
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	1,123,619	GF T-fer & Sewer Fund
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	-	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	400,000	LWCF Grant/GF T-fer
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	-	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 12,109,265**	**$ 12,109,265**	**$ (933,490)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 3,539,816	$ 3,539,816	$ -	-	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	-	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	634,499	STP Urban Grant
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	-	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	86,307	CDBG Funds
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	-	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	-	
Mohaska Ditch	TS0410	593,104	59,636	110,000	-	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	525,498	STP Urban Grant
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	468,799	CDBG Funds
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	-	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	171,600	Trans. Sales Tax Funds
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	400,000	Trans. Sales Tax Funds

Prepared by: Sherri McCulloch
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Report 2

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

STORMWATER PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$ 300,000	CDBG Funds
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	-	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	70,297	Trans. Sales Tax Funds
6th Street & Porter Avenue	TS0417	307,035	32,725	32,725	274,310	-	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808 *	-	
36th Street to Ferguson Road (Ditch)	TS0419	211,230	242,095	242,095	(30,865)	-	
Porter Avenue & "B" Street	TS0420	796,800	71,453	820,000	-	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	-	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	250,000	Jasper County
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,240,176	1,240,176	(1,152,789)	50,466	Traffic Material Refund
"B" Street West of Porter Avenue	TS0425	62,626	29,268	85,000	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	125,026	125,026	-	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	(37,558)	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,945	74,945	3,535	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	164,247	Trans. Sales Tax Funds
10th Street & Peters Avenue	TS0430	46,606	45,424	45,424	-	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	2,360,756	2,360,756	(1,035,895)	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	130,955	-	130,955	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	242,064	219,436	Trans. Sales Tax Funds
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	-	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	16,432	Trans. Sales Tax Funds
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	-	-	-	
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	(129,250)	-	
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	66,231	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	457,415	457,415	-	-	
14th Street West of Joplin Avenue	TS0443	222,211	89,802	89,802	132,409	-	
TOTAL STORMWATER PROJECTS		**$ 20,365,171**	**$ 19,750,543**	**$ 20,913,842**	**$ (2,145,673)**	**$ 4,088,536**	

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of October 31, 2014
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2014	$ (5,355,179.44)	$ 2,249,253.40	$ (3,105,926.04)
Revenues:			
Actual sales tax receipts in 2014	1,343,777.27	1,933,728.31	3,277,505.58
Projected sales tax receipts in 2015	1,307,752.00	1,881,886.00	3,189,638.00
Projected sales tax receipts in 2016	1,327,368.28	1,910,114.29	3,237,482.57
Projected sales tax receipts in 2017	1,347,278.80	1,938,766.00	3,286,044.81
Projected sales tax receipts in 2018	1,367,487.99	1,967,847.49	3,335,335.48
Projected sales tax receipts in 2019	1,388,000.31	1,997,365.21	3,385,365.51
Projected sales tax receipts in 2020	1,408,820.31	2,027,325.68	3,436,146.00
Projected sales tax receipts in 2021	1,429,952.62	2,057,735.57	3,487,688.19
Projected sales tax receipts in 2022	725,700.95	1,044,300.80	1,770,001.75
Actual sales tax receipts-Prior Years	1,833,673.31	2,638,700.57	4,472,373.88
State Allocation Grant ($14 million award-disaster)	-	613,490.31	613,490.31
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ 13,479,811.83	$ 20,011,260.24	$ 33,491,072.08
Expenditures:			
Actual project costs to date-Prior Years	$ 7,117,628.25	$ 289,484.01	$ 7,407,112.26
Actual TIF/Transfer payments to Developer to date-Prior Years	71,224.56	99,963.16	171,187.72
Actual costs to date-Current Year	361,393.29	1,122,857.10	1,484,250.39
Actual TIF/Transfer payments to Developer to date-Current Year	67,425.77	97,027.26	164,453.03
Sub-Total actual costs to date	$ 7,617,671.87	$ 1,609,331.53	$ 9,227,003.40
Remaining estimated project costs	5,543,229.00	19,363,822.00	24,907,051.00
Total projected costs	$ 13,160,900.87	$ 20,973,153.53	$ 34,134,054.40
Shortfall of estimated sales tax receipts	318,910.96	(961,893.29)	(642,982.32)
Future alternate source of Funding-CDBG/Grants/TST	-	4,167,000.00	4,167,000.00
Funding over/(under)	$ 318,910.96	$ 3,205,106.71	$ 3,524,017.68
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Haase

Report 4

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

PARKS PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 87,919	$ 1,447,600	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	851,779	1,195,500	-	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	-	200,100	-	-	
Schifferdecker Park Improvements	TS0504	327,000	90,300	327,000	-	-	
Parr Hill Park Improvements	TS0505	70,000	-	70,000	-	-	
Skate Pods at Existing Parks	TS0506	240,000	-	240,000	-	-	
Athletic Complex Improvements	TS0507	77,000	31,340	77,000	-	-	
Cunningham Park Improvements	TS0508	150,000	78,000	150,000	-	-	
Ewert Park Improvements	TS0509	50,000	-	50,000	-	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	241,468	1,098,250	-	-	
Campbell Parkway Improvements	TS0511	60,000	-	60,000	-	-	
Garvin Park Improvements	TS0512	13,000	-	13,000	-	-	
Leonard Park Improvements	TS0513	45,000	-	45,000	-	-	
McClelland Park Improvements	TS0514	63,500	-	63,500	-	-	
Humphrey Park Improvements	TS0515	57,000	-	57,000	-	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	-	227,500	-	-	
Landreth Park Improvements	TS0517	120,000	-	120,000	-	-	
Spiva Park Improvements	TS0518	50,000	-	50,000	-	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	57,500	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	-	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	6,029,300	6,029,300	(229,300)	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	11,415	51,500	-	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 7,479,021**	**$ 13,022,250**	**$ (229,300)**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 55,378	$ 961,850	$ -	$ -	
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	40,795	3,000,000	-	-	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	120,830	2,500,000	-	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	-	-	-	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant	GSTA09	-	570,701	815,000	-	815,000	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	-	-	-	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant	GSTA03	-	170,756	2,652,000	-	2,652,000	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	26,071	987,000	-	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	45,488	1,543,000	-	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	-	565,000	-	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	19,999	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	13,502	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	-	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	-	739,000	-	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	26,391	525,000	-	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	49,824	556,000	-	-	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	-	-	
New Culvert System, Michigan between 30th & 27th - State Grant	GSTA04	-	33,945	700,000	-	700,000	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	-	119,000	-	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	31,348	269,000	-	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	2,300,000	-	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 1,412,341**	**$ 20,776,163**	**$ 150,687**	**$ 4,167,000**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

These projects are under a State Grant approved in 2013. The City received a State Grant following the tornado for infrastructure repairs within the tornado zone.

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 2014
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2014	$	11,908,598.59
Revenues:		
Actual sales tax receipts in 2014		4,914,302.39
Projected sales tax receipts in 2015		1,259,289.99
Actual sales tax receipts-Prior Years		39,773,135.60
Interest Income-Current Year		12,438.77
Interest Income-Prior Years		1,229,532.28
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		-
Sale of Real Property-Prior Year		228,950.01
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		-
Zora/Main Exchange MoDot Grant-Prior Years		430,991.97
TIGER II Grant-Current Year		2,616,040.25
TIGER II Grant-Prior Year		1,274,683.34
Transportation Sales Tax Subsidy-Current Year		-
Transportation Sales Tax Subsidy-Prior Years		7,000,000.20
Local Government Participating-Current Year		646,516.60
Local Government Participating-Prior Years		1,494,057.00
Total projected funding sources	$	65,381,484.71
Expenditures:		
Actual project costs to date-Prior Years	$	42,984,046.68
Actual TIF payments to Developer to date-Prior Years		1,040,251.44
Actual project costs to date-Current Year		4,238,279.86
Actual TIF/Transfer payments to Developer to date-Current Year		230,234.15
Sub-total actual costs to date	$	48,492,812.13
Remaining estimated project costs		16,168,329.00
Total projected costs	$	64,661,141.13
Shortfall of estimated sales tax receipts		720,343.58
Future alternate source of funding		6,551,128.41
Funding over/(under)	$	7,271,471.99
Initial estimated cost of projects		60,312,875.00

Note: Sales tax receipts for fiscal year 2013-(3.3%) Decrease
Sales tax receipts for fiscal year 2012-2.1% Increase
Sales tax receipts for fiscal year 2011-8% Increase
Sales tax receipts for fiscal year 2010-0.26% Increase
Sales tax receipts for fiscal year 2009-(4.67%) Decrease
Sales tax receipts for fiscal year 2008-1.10% Increase
Sales tax receipts for fiscal year 2007-1.24% Increase

Prepared by: *Leslie Haase*

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

						FUNDING SOURCES			
CAPITAL IMPROVEMENT PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
City Overlay Program	TC0502	$ 5,375,000	$ 3,911,264	$ 5,375,000	$ -	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	2,345,865	-	6,683,326	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	591,871	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane - TIGER Grant Portion	TG0520	3,871,360	814,004	5,745,260	-	-	4,346,085	1,399,175	5,745,260
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	3,263,910	694,057	1,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	-	977,444	-	(628,838)	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	1,913,417	2,109,798	-	-	1,558,148	551,650	2,109,798
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	152,681	-	(0)	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,055,668	5,055,668	9,994,332	1,915,263	-	3,140,405	5,055,668
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	1,881,250	-	684,211	-	1,197,039	1,881,250
26th Street - TIGER Grant Portion	TG0521	2,069,375	1,725,629	3,199,775	-	-	2,069,375	1,130,400	3,199,775
Zora from Range Line to Main	TC0512	2,150,000	224,387	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	469,173	-	616,868	1,086,041
West Bypass Corridor Study	TC0514	161,250	202,115	202,115	(40,865)	-	161,250	40,865	202,115
St. Louis from Broadway to Zora	TC0515	1,827,500	230,517	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,551,663	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	781,955	1,000,000	(352,808)	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	136,842	-	771,002	907,844
20th Street Overpass - TIGER Grant	TG0522	3,261,716	2,064,619	7,376,000	-	-	3,770,200	3,605,800	7,376,000
20th Street Transit - TIGER Grant	TG0524	468,192	601,315	468,192	-	-	256,192	212,000	468,192
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$47,222,327**	**$ 69,293,357**	**$ 7,579,649**	**$ 15,497,269**	**$ 18,402,220**	**$ 35,393,868**	**$ 69,293,357**

Notes:
TC0508 - Grant revenue includes $400,000 for 2 railroad crossings and $294,057 for KCS contribution towards construction costs.
TC0517 - Grant revenue includes $500,000 from Joplin Special Road District and $500,000 from Jasper County, payable $100,000 each per year.
Project Completed in Current Quarter
Project Complete
These projects are under the TIGER grant approved in 2012. Certain CIP projects are being used as the match portion of the TIGER grant.

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND PHASE II
PROJECT ANALYSIS
AS OF OCTOBER 31, 2014
Sunset Date 1/1/25, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2014	$	-
Revenues:		
Actual sales tax receipts in 2014		-
Projected sales tax receipts		46,076,529.00
Actual sales tax receipts-Prior Years		-
Interest Income-Current Year		-
Interest Income-Prior Years		-
Local Government Participating-Current Year		-
Local Government Participating-Prior Years		-
Total projected funding sources	$	46,076,529.00
Expenditures:		
Actual project costs to date-Prior Years	$	-
Actual TIF payments to Developer to date-Prior Years		-
Actual project costs to date-Current Year		305.00
Actual TIF/Transfer payments to Developer to date-Current Year		-
Sub-total actual costs to date	$	305.00
Remaining estimated project costs		51,653,000.00
Total projected costs	$	51,653,305.00
Shortfall of estimated sales tax receipts		(5,576,776.00)
Future alternate source of funding		5,576,776.00
Funding over/(under)	$	-
Initial estimated cost of projects		51,653,000.00

Prepared by: Leslie Haase

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CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
CAPITAL IMPROVEMENT II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2014

						FUNDING SOURCES			
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT II PROJECTS:									
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ -	$ 5,939,000	$ -	$ -	$ -	$ 5,939,000	$ 5,939,000
32nd Street - Country Club to Central City Road	TC0602	6,220,000	-	6,220,000	-	-	-	6,220,000	6,220,000
Neighborhood Transportation Improvements	TC0603	1,500,000	-	1,500,000	-	-	-	1,500,000	1,500,000
Street Surface Repair	TC0604	2,500,000	51	2,500,000	-	-	-	2,500,000	2,500,000
Intersection Improvements	TC0605	2,500,000	-	2,500,000	-	-	-	2,500,000	2,500,000
Connecticut - 32nd to 44th	TC0606	8,085,000	-	8,085,000	-	-	-	8,085,000	8,085,000
44th Street - Rangeline to Connecticut	TC0607	6,135,000	-	6,135,000	-	-	-	6,135,000	6,135,000
Zora - Rangeline to MO 249	TC0608	3,308,000	-	3,308,000	-	-	-	3,308,000	3,308,000
Connecticut - Overpass at I-44	TC0609	5,374,000	-	5,374,000	-	-	-	5,374,000	5,374,000
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	-	2,687,000	-	-	-	2,687,000	2,687,000
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	-	720,000	-	-	-	720,000	720,000
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	-	5,112,000	-	-	-	5,112,000	5,112,000
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	204	973,000	-	-	-	973,000	973,000
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	51	600,000	-	-	-	600,000	600,000
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$ 305**	**$ 51,653,000**	**$ -**	**$ -**	**$ -**	**$ 51,653,000**	**$ 51,653,000**

Notes:
Project Completed in Current Quarter
Project Complete

Prepared by: Sherri McCulloch
H:\My Documents\Excel\Capital Improvement Sales Tax II Info\Capital Impr II Proj thru 4th Qtr FY 2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2014
Sales Tax Rate .50% (1/2)

Report 12

	PS SALES TAX FY 2014	PS SALES TAX FY 2013	PS SALES TAX FY 2012	PS SALES TAX FY 2011	PS SALES TAX FY 2010	PS SALES TAX FY 2009	PS SALES TAX FY 2008	PS SALES TAX FY 2007	PS SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ -	$ -
Revenues:									
Sales tax receipts	$ 6,545,718	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 46,482,280
Land Donation	-	-	-	-	36,000	-	-	-	36,000
Total Revenue	$ 6,545,718	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 46,518,280
Expenditures:									
Public Works:									
Electric Charges-Street Lights	$ 336,952	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,267,674
Sub-Total Public Works	$ 336,952	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,267,674
Police:									
Wages & Benefits	$ 1,752,271	$ 2,377,418	$ 1,670,021	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 11,603,545
Wearing Apparel	14,325	17,404	15,767	14,201	18,075	30,240	24,607	12,992	147,610
Maintenance Supplies	-	-	900	833	979	745	1,185	973	5,615
Operational Supplies	12,493	15,739	21,317	19,529	27,283	36,281	33,897	15,463	182,001
Computer Peripherals	-	-	-	-	1,997	-	-	-	1,997
General Office Supplies	563	1,271	588	907	1,151	1,009	157	-	5,646
Small Office Equipment	-	-		-	-	-	490	-	490
Small Office Furnishings	-	480		-	-	-	1,845	-	2,325
Chemical & Laboratory Suppl	2,121	1,893	2,245	1,871	457	3,513	1,252	114	13,464
Telephone Charges	9,274	8,060	6,140	4,300	3,214	3,192	1,854	-	36,035
Fuel, Oil & Diesel	30,159	40,768	51,756	58,639	46,095	28,261	39,634	-	295,312
Central Garage Repairs	15,863	35,559	44,647	40,489	33,738	16,688	19,287	-	206,270
Vehicle Lease	-	-		-	-	2,700	-	-	2,700
Vehicle Cleaning	-	-		-	-	-	226	-	226
Laundry Services	-	273	1,270	979	764	2,343	500	-	6,129
Maintenance Contracts & Agr	38,236	40,886	40,395	43,684	34,804	35,934	41,599	1,636	277,174
Travel Expenses	2,106	3,226	4,244	1,216	3,712	9,927	6,383	2,953	33,767
Conferences & Seminars	9,742	5,915	4,255	2,555	5,654	-	-	-	28,121
Dues & Memberships	80	-	-	-	-	-	-	-	80
Publications & Subscriptions	-	-		-	798	-	-	-	798
Printing Services	-	817	504	320	1,160	1,090	-	-	3,891
Liability Insurance	27,900	32,203	24,571	-	-	-	-	-	84,674
Land Acquisition	-	-		-	-	198,456	-	-	198,456

Prepared by: Leslie Haase

11:01 AM 11/14/2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2014
Sales Tax Rate .50% (1/2)

Report 12

Motor Vehicles	-	89,241		-	-	171,408	142,288	91,427	494,364
Building Improvements	5,153	-	-	-	-	-	-	-	5,153
Operating Equipment	14,988	12,462		-	-	17,764	31,401	-	76,615
Computer Equipment	3,608			-	19,673	167,488	200,574	246,318	637,661
Transfers Out	649,951	598,436	582,896	572,782	527,425	505,943	352,527	-	3,789,960
Sub-Total Police	$ 2,588,834	$ 3,282,052	$ 2,471,515	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,480	$ 18,140,080
Fire:									
Wages & Benefits	$ 1,330,348	$ 1,840,181	$ 1,256,016	$ 387,432	$ 320,276	$ 679,111	$ 205,174	$ 14,927	$ 6,033,465
Wearing Apparel	3,066	1,787	12,528	3,237	1,399	2,250	2,852	-	27,119
Operational Supplies	6,034	3,236	5,017	4,549	2,334	1,340	-	-	22,509
Safety Equipment	6,421	15,135	45,715	13,875	10,083	2,407	8,084	600	102,320
Electric Charges	30,410	17,884	10,316	-	-	-	-	-	58,610
Gas Charges	4,292	3,153	392	-	-	-	-	-	7,837
Telephone Charges	185	97	44	-	-	-	-	-	327
Water Charges	9,981	5,074	3,433	-	-	-	-	-	18,489
Sanitation Charges	231	283	66	-	-	-	-	-	580
Pest Control	270	-	70	-	-	-	-	-	340
Property Repairs	203	-	-	-	-	-	-	-	203
Central Garage Repairs	120	-	-	-	-	-	-	-	120
FEMA Cleanup Fees	4,828	1,081,134	-	-	-	-	-	-	1,085,962
Maintenance Contracts & Agr	9,281	8,844	8,454	7,830	6,418	7,129	10,232	416	58,604
Travel Expenses	786	-		-	56	257	-	-	1,099
Conferences & Seminars	800	-		-	95	-	-	-	895
Paramedic Training	1,634	2,077	1,737	9,927	-	-	-	-	15,374
Educational Materials	-	2,108		1,093	1,360	-	-	-	4,561
Liability Insurance	25,924	24,606	5,158	-	-	-	-	-	55,688
Building Acquisitions	-	3,401	1,417,438	676,141	51,332	1,231	-	-	2,149,544
Land Acquisition	-	-		-	36,000	-	-	-	36,000
Motor Vehicles	28,262	296,063	545,069	-	858,209	-	-	-	1,727,603
Emergency Operating Equip	8,556	2,086	114,738	92,826	-	-	-	-	218,206
Computer Equipment	-	5,294	7,796	-	649	-	16,360	64,700	94,799
Transfers Out	323,098	289,830	168,692	156,327	140,969	104,753	69,501		1,253,170
Sub-Total Fire	$ 1,794,731	$ 3,602,273	$ 3,602,678	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 12,973,425
PS Training Center:									
Janitorial Supplies	$ -	$ 1,541	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,541
Operational Supplies	402	781	-	-	-	-	-	-	1,183
General Office Supplies	297	357	-	-	-	-	-	-	654
Small Office Furnishings	152	-	-	-	-	-	-	-	152
Facility Lease & Rental	23,880	3,980							27,860
Telephone Charges	11,171	3,140							14,311
Sanitation Charges	-	-	-	-	-	-	-	-	-

Prepared by: Leslie Haase

11:01 AM 11/14/2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2014
Sales Tax Rate .50% (1/2)

Report 12

Contractor Fees	2,079	-	-	-	-	-	-	-	2,079
Educational Materials	5,500	-	-	-	-	-	-	-	5,500
Building Acquisitions	180,511	-	-	-	-	-	-	-	180,511
Office Equipment	-	15,748	-	-	-	-	-	-	15,748
Office Furnishings	-	34,651	-	-	-	-	-	-	34,651
Computer Equipment	-	3,631	-	-	-	-	-	-	3,631
Sub-Total PS Training Center	$ 223,992	$ 63,830	$ -	$ -	$ -	$ -	$ -	$ -	$ 287,822
TIF Payments to Developer	$ 351,368	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,646,770
Sub-Total TIF Payments Out	$ 351,368	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,646,770
Total Expenditures	$ 5,295,877	$ 7,563,120	$ 6,516,328	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 34,315,770
Net Change in Fund Balance	$ 1,249,842	$ (1,353,763)	$ (98,344)	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 12,202,511
Ending Fund Balance	$ 12,202,511	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 12,202,511

Prepared by: Leslie Haase

11:01 AM 11/14/2014

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of October 31, 2014

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2014 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	2,125,498	12,959,169	15,084,667	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	425,100	1,699,007	2,124,107	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	1,208,227	2,532,705	3,740,932	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	241,645	1,509,261	1,750,907	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	241,645	1,509,261	1,750,907	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	80,548	319,370	399,919	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	336,952	930,721	1,267,673	2,400 Streetlights
Wireless Access for Public Safety			50,000	47,517	284,622	332,139	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid
Public Safety Training Center			-	43,481			
Sub-Total Operational Ongoing Costs			4,761,018	4,750,614	21,942,572	26,649,705	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	8,556	2,185,544	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	180,511	63,830	244,341	Design Stage
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Rebuild Fire Stations lost in tornado				4,828	1,081,134	1,085,962	Stations rebuilt
Sub-Total One-Time Capital Costs			10,505,000	193,895	5,781,919	5,975,814	
TIF Expense Payments to Developer				351,368	1,295,402	1,646,770	
GRAND TOTAL ACTUAL EXPENDITURES				**5,295,877**	**29,019,893**	**34,272,289**	

*The cost of additional dispatchers and vehicles is included in the per person police officer cost.
**Support Growth of $558,000 and Replacement Reserve of $600,000 not shown.
Completed Capital Items

Prepared by: Leslie Haase

11:15 AM11/14/2014

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES December 1, 2014

CALL TO ORDER

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

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Mrs. Lewis

ROLL CALL – All were present

PRESENTATIONS - Connect2Culture to make presentation on Memorial Hall. Clifford Wert, Vice President Connect2Culture presented to council a plan that boards from the C2C, George A. Spiva Center for the Arts, Pro Musica, and the Downtown Joplin Alliance, previously approved to further explore the potential usage of Memorial Hall in becoming a community cultural arts center. Mr. Wert stated with careful planning and further analysis the entities involved believe a reasonable solution for correcting the damaged portion of Memorial Hall is possible. The primary components of the cultural arts center will be community spaces, a 500 seat proscenium theater for community use, the location for the George A. Spiva for the Arts and related meeting rooms, community arts office spaces and storage spaces. Plans also calls for redevelopment of the parking lot. Additionally plans include preserving and honoring all Veterans Memorials now located at Memorial Hall. Connect2Culture will raise necessary funding to engage the architectural firms Corner Greer & Assoc and Westlake Reed Leskosky to develop plans and site renderings for the Memorial Hall site using the programmatic spaces previously designed. After hearing the presentation from Mr. Clifford Wert, Council, by a vote of 9-0, directed staff to work with Connect2Culture to move forward.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures: read by City Clerk Barbara Hogelin

PUBLIC HEARING for COUNCIL BILL NO. 2014-278

ACTION

Mayor Michael Seibert opened the Public Hearing

Jimmer Pinjuv, 1022 Antelope Road appeared on behalf of this request,

No one appeared against this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-278 Motion by Mr. Glaze, Second by Ms. Colbert-Kean to Place Council Bill No. 2014-278 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-278

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 at the northwest corner and southeast corner of 32nd Street and Central City Road/Antelope Road in the City of Joplin, Jasper County and Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-279

Curtis Holland, Polsinelli, 6201 College Blvd, Suite 500, Overland Park, KS, appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2014-279 Motion by Mr. Stanley, Second by Mr. Glaze to Place Council Bill No. 2014-279 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-279

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located west of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for SPECIAL USE PERMIT LOCATED approximately 345 feet west of the northwest corner of 24th Street and Connecticut Avenue, in the City of Joplin, Jasper County, Missouri.

Curtis Holland, Polsinelli, 6201 College Blvd, Suite 500, Overland Park, KS, appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2014-021. Motion by Mr. Scearce, Second by Mr. Stanley that Resolution No. 2014-021 be approved. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being RESOLUTION NO. 2014-021

A RESOLUTION granting a Special Use Permit (First Request) to Polsinelli PC and Verizon Wireless LLC for the installation of a wireless telecommunications tower located approximately 345 feet west of the northwest corner of 24th Street and Connecticut Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-280

Mr. Woolston noted he would be abstaining on this Council Bill.

Charlie Kuehn, 620 McConnell, appeared on behalf of this request.

Robert Hogue, 1720 SE Murphy Blvd, appeared on behalf of this request.

Richard Rouse, 1720 Delaware, appeared in opposition to this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2014-280 Motion by Mr. Scearce, Second by Mr. Glaze to Place Council Bill No. 2014-280 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert and Shaw 7. Nays: 1, Stanley. Abstention: 1, Woolston.

The Bill was read as being COUNCIL BILL NO. 2014-280

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, District C-1, and District C-1-PD and including in District C-3-PD property as described below and located generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-281

Mr. Woolston noted he would be abstaining on this Council Bill.

Charlie Kuehn, 620 McConnell, appeared on behalf of this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2014-281 Motion by Mr. Scearce, Second by Mr. Glaze to Place Council Bill No. 2014-281 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert and Shaw 7. Nays: 1, Stanley. Abstention: 1, Woolston.

The Bill was read as being COUNCIL BILL NO. 2014-281

AN ORDINANCE providing for the vacation of all public street right-of-ways north of 20th Street between Delaware Avenue and Carolyn Place, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-282

Mr. Woolston noted he would be abstaining on this Council Bill.

Charlie Kuehn, 620 McConnell, appeared on behalf of this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-282 Motion by Mr. Woolston, Second by Mr. Stanley to Place Council Bill No. 2014-282 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

PUBLIC HEARING for COUNCIL BILL NO. 2014-282

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property east of Prigmore Avenue between Interstate 44 and East Alliance Parkway in Jasper County, Missouri.

CONSENT AGENDA - Motion by Mr. Glaze, Second by Mr. Stanley, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Minutes of the November 17, 2014 Council Meeting

AN ORDINANCE Request to Review the Final Plat of SCHUBER'S VALLEY located at the southeast corner of 26th Street and Oliver Avenue in the City of Joplin, Jasper County, Missouri.

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Stanley introduced Council Bill No. 2014-029. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2014-029 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-201

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Jonathan D. Bhend for the purpose of employing him as Public Defender for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mrs. Lewis introduced Council Bill No. 2014-188**.** Motion by Mrs. Lewis, Second by Mr. Woolston, that Council Bill No. 2014-188 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-202

AN ORDINANCE approving the purchase of a property at 2719 E. 32nd Street, consisting of .578 acres located in the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Thirty-Two Thousand and 00/100 dollars ($132,000.00) and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-189. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2014-189 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-203

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP Project Amendment, not to exceed Two Hundred Twenty Two Thousand and No/100 Dollars ($222,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-190. Motion by Mr. Scearce, Second by Mr. Shaw that Council Bill No. 2014-190 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-204

AN ORDINANCE approving a contract with AT Urban Development. in the amount of Two Hundred Ten Thousand Four Hundred Fifty One and 30 /100 Dollars ($210,451.30) for the Eastmorland and Royal Heights Sidewalk project in the City of Joplin, Missouri and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause, pending MoDOT approval.

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2014-521. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-521 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-521

AN ORDINANCE amending Division 3, Investment Policy, of Article V. Finance, in chapter 2, Administration, of the Code of Ordinances of the City of Joplin to implement certain language changes to the investment policy.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

News from the PIO, Lynn Onstot: Lynn Onstot announced the Annual Christmas Parade would be Tuesday, December 2, 2014 at 6pm and invited everyone to come out for the event. Floats will travel down Main from 20th Street to 3rd Street. Freeman Hospital is the sponsor for this year's event and has noted there are a lot of entries for this year's parade.

The Joplin Convention & Visitors Bureau will be conducting a casting call for actors/models for specific roles for a 2015 marketing campaign. The campaign, which will link parts of Joplin's history with current-day points of tourism interest, will require photographic support detailing both specific people and locations.

According to Patrick Tuttle, Executive Director of the CVB, "With any campaign once we have a basic theme and idea, photography and graphic designs are developed. This will be a year-long story where all facets of the campaign will link in a common theme." The casting call will be held on December 8th & 9th in the Joplin City Hall, Basement Conference Room.

Lynn stated the work on 26th Street is nearly complete but enough done that 26th street is now open. Residents can now easily travel 26th street without having any trouble.

Congratulations to Melodee Colbert-Kean who has recently been elected as First Vice President to the National League of Cities during their annual Conference. She has been a Council Member for eight years and recent former Mayor of Joplin. We appreciate her leadership and support and not only this local level but the national level since 2008. Following the disaster in 2011 Melodee's work was evident in keeping our country aware of our situation and the citizen's resilience and hard work that has brought us forward in our community today. So thank you and congratulations!

Mr. Glaze called Council's attention in reading some minutes of some Boards and Commissions he noticed some have not been able to meet due to a lack of quorum.

Mr. Stanley mentioned the passing of a longtime business man, a friend of many and an uncle to him, Mr. Anthony Kassab.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. 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. Glaze, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

There being no further business the meeting adjourned at 8:15 p.m.

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-278
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander TB Date: 11-24-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm Date: 11/24/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 042-14: Northwest corner and Southeast corner of 32nd Street and Central City Road/ Antelope Road – A request to rezone properties from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – Wildwood Ranch LLC.

STAFF SUMMARY:
The properties were annexed in 2012 and are currently zoned R-1 (Single-Family), as all properties are zoned when annexed. Property at the southwest corner of 32nd Street and Central City Road was rezoned to C-O in July, 2014 for the future development of professional offices. The developer is requesting to rezone the properties to commercial to conform to the Wildwood Ranch Master Plan. The location at the intersection of two planned arterials is appropriate for higher-intensity commercial development. With continued growth in residential and office projected, demand for commercial-retail uses in close proximity will increase in the Wildwood Ranch area.

Staff recommends approval of Case 042-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jimmer Pinjuv requested the rezoning of property located at 32nd Street and Central City Road/Antelope Road.

Mr. Duncan asked Mr. Pinjuv how many acres the property contains, and he replied about 30 acres. The property on the north side of 32nd Street contains about 20 acres, with 10 acres on the south side. Mr. Wright stated that the property altogether contains about 36.7 acres.

PUBLIC COMMENT: None.

P & Z Case 042-14
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-278 **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-3 property as described below and located at the northwest corner and southeast corner of 32nd Street and Central City Road/Antelope Road in the City of Joplin, Jasper County and Newton County, Missouri.

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-3:

All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: commencing at the Southeast corner of said Southeast Quarter of Section 13; thence North 01 degrees 48 minutes 09 seconds East, along the East line of said Southeast Quarter, 30.81 feet; thence North 01 degrees 49 minutes 48 seconds East, along the East line of said Southeast Quarter, 70.52 feet; thence North 90 degrees 00 minutes 00 seconds West, 30.02 feet to a point on the West right-of-way line of Central City Road, said point being the point of beginning; thence along the North right-of-way line of 32nd Street the following courses; thence South 46 degrees 24 minutes 37 seconds West, 28.49 feet; thence North 89 degrees 00 minutes 35 seconds West, 144.66 feet to a curve to the right having a radius of 1950.00 feet; thence along said curve a distance of 371.26 feet; thence North 05 degrees 36 minutes 08 seconds East, leaving said North right-of-way line, 882.90 feet; thence North 01 degrees 49 minutes 48 seconds East, 826.32 feet; thence South 88 degrees 39 minutes 24 seconds East, 476.08 feet to a point on the West right-of-way line of Central City Road; thence South 01 degrees 49 minutes 48 seconds West along said West right-of-way line, 1718.76 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 19.5 acres more or less. AND All of the North 1155.00 feet of Lot 2 in the Northwest Factional Quarter of Section 19, Township 27 North, Range 33 West, Newton County, Missouri: except any part taken or deed for County road right-of-way. And except the following described tract: that portion of Lot 2 in the Northwest Fractional Quarter of Section 19, Township 27 North, Range 33 West, of the 5th Principal Meridian, Newton County, Missouri, described as follows: commencing at the Northwest Corner of Lot in the Northwest Fractional Quarter of Section 19, Township 27 North, Range 33 West, of the Fifth Principal Meridian, Newton County, Missouri; thence South 88 degrees 21 minutes 43 seconds East, along the North line of said Lot 2, a distance of 504.57 feet;

thence leaving said North line, South 01 degrees 50 minutes 46 seconds West, parallel with the East line of said Lot 2, a distance of 30.00 feet, to the South right-of-way line of West 32nd Street and the point of beginning; thence South 88 degrees 21 minutes 43 seconds East, along said right-of-way line, a distance of 324.00 feet, to a point on the East line of said Lot 2, lying 30.00 feet South of the Northeast corner thereof; thence South 01 degrees 50 minutes 46 seconds West, along said East line, a distance of 490.00 feet; thence leaving said East line, North 88 degrees 21 minutes 43 seconds West, parallel with the North line of said Lot 2, a distance of 828.75 feet to the West line of said Lot 2; thence North 01 degrees 51 minutes 58 seconds East, along said West line, a distance of 50.00 feet; thence leaving said West line, South 88 degrees 21 minutes 43 seconds East, a distance of 504.73 feet; thence North 01 degrees 50 minutes 46 seconds East, parallel with the East line of said Lot 2, a distance of 440.00 feet to the point of beginning. Subject to any restrictions or easements of record. Containing 17.2 acres more or less.

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 _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED 9-19-14

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.: 042-14
Filing Fee: $350.00
Date Advertised: 10-26-14
Date Notices Sent: 10-27-14
P&Z Date: 11-10-14
City Council Date: 12-1-14

APPLICANT: Wildwood Ranch LLC PHONE: 417-627-9675
ADDRESS: 1032 Antelope Road ZIP: 64804
EMAIL: wildwood9765@sbcglobal.net
OWNER: James Pinjuv PHONE: 417-529-6440
ADDRESS: 1032 Antelope Road ZIP: 64804
EMAIL: jimmer@wwrlife.com
LOCATION OF PROPERTY: 32nd & Central City
LEGAL DESCRIPTION: See Attach

Present Zoning R-1 Requested Zoning: C-3 Acreage:
Present Use of Property: Vacant
Proposed Use of Property: C-3

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	County - N/A.
South	Professional	C-O
East	Church & School	C-O
West	Medical Offices	C-O

CHARACTER OF THE NEIGHBORHOOD: Master planned community

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Master planned - recently annexed as R-1

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Central City, 32nd, Wildwood Ranch.
2. Classification of Street(s): 32nd
   Arterial Central City Collector _____ Local Wildwood Ranch
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: _____

BY: _____

TITLE: _____

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Rezoning

CASE 042-14:

A request to rezone from District R-1 (Single-Family) to District C-3 (Commercial) for properties located at the Northwest and Southeast corners of 32nd Street and Central City Road/Antelope Road for future commercial development.

APPLICANT: Wildwood Ranch, LLC

LOCATION: Northwest and Southeast corners of 32nd Street & Central City Road/Antelope Road

REQUESTED ZONING: C-3 (Commercial)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Undeveloped	36.7 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1, N/A	C-O, N/A	R-1, C-O
Land Use	Undeveloped, St. Mary's Church & School	St. Mary's Church & School, Fire Station, undeveloped	Undeveloped	Office, undeveloped

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as a Residential/Commercial Opportunity Area. This rezoning is also consistent with the Wildwood Ranch Master Land Use Plan updated in 2012.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 32nd Street	Local	60'
Central City Road/Antelope Road	Local	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

These properties are suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

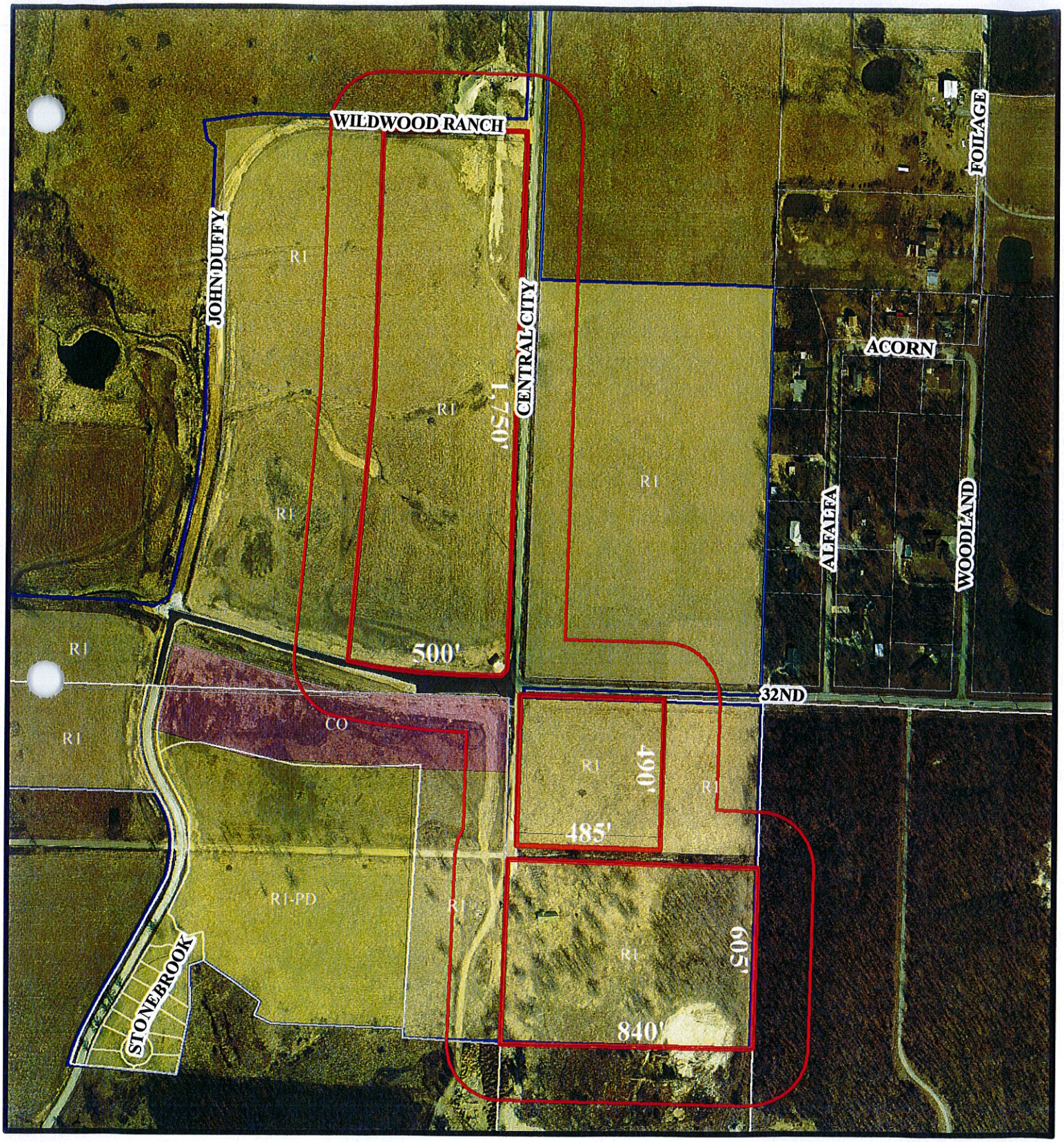
The proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

The properties were annexed in 2012 and are currently zoned R-1 (Single-Family), as all properties are zoned when annexed. Property at the southwest corner of 32nd Street and Central City Road was rezoned to C-O in July 2014 for the future development of professional offices. The developer is requesting to rezone the properties to commercial to conform to the Wildwood Ranch Master Plan. The location at the intersection of two planned arterials is appropriate for higher-intensity commercial development. With continued growth in residential and office projected, demand for commercial-retail uses in close proximity will increase in the Wildwood Ranch area.

Staff recommends approval of Case 042-14.

ENCLOSURES: None



0 387.5 775 1,550 2,325 3,100 Feet

C[illegible] 042-14: A request to rezone properties from District R-1 (Single-Family Residential) to District C-3 (Commercial) at the northwest and southeast corners of 32nd Street and Central City Road for future commercial development. - Wildwood Ranch LLC

N

Case 042-14: Northwest corner and Southeast corner of 32nd Street and Central City Road/Antelope Road – A request to rezone properties from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future commercial development – Wildwood Ranch LLC.

Mr. Eastman opened the public hearing for Case 042-14.

Mr. Jimmer Pinjuv, 1032 Antelope Road, Joplin, appeared to request the rezoning of property located at 32nd Street and Central City Road/Antelope Road.

Mr. Eastman asked for questions from the commissioners.

Mr. Duncan asked Mr. Pinjuv how many acres the property contains, and he replied about 30 acres. The property on the north side of 32nd Street contains about 20 acres, with 10 acres on the south side. Mr. Wright stated that the property altogether contains about 36.7 acres.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 042-14.

MR. BROWN MOVED, SECONDED BY MR. SMITH, THAT CASE 042-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-279
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander T.B. Date: 11-21-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm Date: 11/24/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 043-14: West of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way – A request to rezone property from District R-1 (Single-Family Residential) to District C-O PD (Non-Retail – Planned Development) for the future installation of a wireless telecommunication tower – Polsinelli PC.

STAFF SUMMARY:
The proposed rezoning is to allow for the installation of a wireless telecommunication tower, which is not permitted in a residential zoning district. Rezoning to C-O PD is the least intensive zoning district that will permit a telecommunication tower with a Special Use Permit. The C-O PD zoning district also complements the adjacent properties to the north along Connecticut Avenue that are already zoned C-O. The Site Plan shows the future extension of 24th Street and Rhode Island Avenue to better access developable land with limited access due to the Kansas City Southern Railroad right-of-way. The proposed telecommunication tower is far enough to the north that it will not impact future right-of-way plans.

Staff recommends approval of Case 043-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Curtis Holland, Polsinelli PC, appeared on behalf of The Empire District Electric Company, the owner of the property in this request. The purpose for the rezoning is to permit a wireless communication facility on the property.

Under the current regulations for the City of Joplin, wireless communication facilities are not allowed on residentially zoned property. Even though the subject property is owned and utilized

as an electrical substation and an industrial use, it still has a residential zoning. The utility substation was permitted under a Special Use Permit issued by the City of Joplin.

Verizon Wireless provides service in Joplin, but in this particular area, the service is significantly lacking. They would like to improve their coverage in the central portion of Joplin.

Mr. Holland showed those present the specific location for the tower. Connecticut Avenue is to the east of the site, with the railroad tracks being shown on the map. A square box adjacent to Connecticut represents the utility substation improvements. Verizon's arrangement with Empire District Electric is a ground lease for the communication tower structure.

Joplin's setback requirements state that communication tower structures must be at least 200 feet from residentially zoned property. This location would be more than 400 feet away from any residential property. The utility substation is the dominant improvement onthe property, with the railroad tracks separating this property from the residential areas to the south and to the west.

A small strip off Connecticut Avenue represents Verizon's proposed access drive to the tower site. They visit the site once a month or a couple of times quarterly for maintenance reasons.

The proposed monopole will be 150 feet tall. The tower will be a round pole type tower structure and not the lattice tower structure. A small equipment compound would be located at the base of the tower, surrounded by a chain-link security fence. The City staff requested the facility not be placed where it might impact or interfere with the future location of a loop road connecting 24th Street with Rhode Island Avenue.

The tower is a monopole style that will not be lit. Verizon's goal is to improve coverage between I-44 and Seventh Street and between Main Street and Range Line Road.

Mr. Holland showed a radio frequency propagation map. The red circle highlights the site where the tower is to be located. The green colors represent existing sites, including a site approved in the City of Duquesne that has not been constructed. The other sites represent existing Verizon wireless sites. The green color represents the signal strength for Verizon's radio signals, with the green color representing a very strong signal that would provide in-building coverage to the user. As you move away from the tower structure, the signal strength starts to decrease.

The proposed tower would provide high-quality, reliable signal strength in this area. The selection of the zoning district, which is essentially office, is based on the fact that everything around the property, particularly to the north and west, is zoned or shown on the Comprehensive Plan to be offices. Multi-family residential uses exist to the north.

Mr. Duncan asked Mr. Holland if he is only trying to rezone the area in which the tower is to be located, since the map in the planning report shows a larger area. Mr. Holland is requesting the rezoning of the entire parcel that is owned by Empire District Electric.

The railroad tracks serve as a major buffer between the residential neighborhood and the property where the tower is to be located since the railroad tracks are elevated. Verizon tries to look for existing tower structures before they plan new towers.

There aren't any other structures in this area that Verizon can locate on. When there are no existing structures to use, the next step is to find an area where you could mitigate as much as possible any visual impacts from the structure itself. The poles and transmission lines with the substation already clutter the sky and the area, with a tower tending to blend in with the surrounding area. Trees are frequently planted around the lower portion of a tower, but the residents will not see any green space since they are at a lower elevation than the railroad tracks.

This site provides the signal strength that Verizon is looking for in this area. He asked the commissioners for their recommendation for approval on the request.

Mr. Eastman asked Mr. Holland if Verizon would share this tower with other carriers, and he replied yes. They allow other carriers to co-locate and have master co-location agreements with all the carriers to allow their facilities on Verizon's structures. The other carriers allow Verizon to locate on their structures.

Mr. Duncan asked Mr. Holland if the roadway extending back to the tower would be paved or gravel, and he replied gravel. Mr. Bolander stated that access roads and roadways must be dust-proofed, so a minimum chip and seal will be required.

Mr. Smith asked about the height of the tower, and Mr. Holland replied 150 feet.

Mr. Smith asked about placing a flashing light on the tower, and Mr. Holland replied these structures are heavily regulated by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). All towers over 200 feet in height must be lit and marked. If a tower is below 200 feet, it may still need to be lit, but that depends on where the tower is located in relation to an airport. In this case, the tower doesn't need to be lit.

PUBLIC COMMENT:
Comments in opposition were received from the following:

Ms. Lora Tunnell, 2509 Montana Place, Joplin
Mr. Alan Buttram, 12570 County Road 240, Oronogo, Missouri (has property along Connecticut Avenue listed for sale)

They expressed concern about the tower being placed in this location and being very noticeable. Mr. Buttram asked about the tower to the south less intrusive location.

Mr. Holland stated the proposed location is the only spot where Empire District Electric has allowed the tower to be located. Due to the number of electrical facilities in the area, they are very sensitive about where the tower is placed. By moving the tower further south, less coverage would be created on the north end of the area that Verizon needs to serve. The geographic location of the tower is very critical.

P & Z Case 043-14
Polsinelli PC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-279 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located west of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-0-PD:

All that part of Lot Numbered Ninety (90) in SOUTHMORLAND ACRES ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, being more particularly described as follows: Commencing at the Northeast corner of Lot 90 in Southmorland Acres Addition to the City of Joplin, Missouri, thence West, 319.00 feet, thence South, 500.00 feet to an iron pin found at the true point of beginning. Thence South 00 degrees 01 minutes East, 244.20 feet to a found iron pin, thence South 89 degrees 55 minutes East, 319.20 feet (319.00 record) to an iron pin found on the West right-of-way line of Connecticut Avenue, thence South, 513.54 feet along said right-of-way to a 5/8 inch iron pin set on the North right-of-way line of the Kansas City Southern Railroad, thence 824.63 feet along said right-of-way on a curve to the right with a radius of 1410.73 feet, a central angle of 33 degrees 29 minutes 30 seconds, and a long chord distance of 812.94 feet on a bearing of North 55 degrees 19 minutes West to a set 5/8 inch iron pin, thence North, 295.67 feet to a found iron pin, thence East, 349.27 feet to the point of beginning.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REZONING APPLICATION FORM

RECEIVED 10-3-14

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.: 043-14
Filing Fee: $350.00
Date Advertised: 10-26-14
Date Notices Sent: 10-27-14
P&Z Date: 11-10-14
City Council Date: 12-1-14

APPLICANT: Polsinelli PC/Curtis Holland PHONE: 913-234-7411
ADDRESS: 6201 College Blvd. Ste.500, Overland Park ZIP: 66211
EMAIL: cholland@polsinelli.com Kansas
OWNER: The Empire District Electric Company PHONE: 417-625-6160
ADDRESS: 602 South Joplin Ave., Joplin, MO ZIP: 64801
EMAIL: BBarchak@expiredistrict.com (Bob Barchak)
LOCATION OF PROPERTY: 2330 South Connecticut Avenue
LEGAL DESCRIPTION: See attached.

Present Zoning R-1 Requested Zoning: CO/PD Acreage: 7.04
Present Use of Property: Substation with some vacant ground.
Proposed Use of Property: Substation with Wireless Communication Tower

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Office & Residential	CO & R2
South	Residential	R1
East	Residential	R1 & R2
West	Residential	R1

CHARACTER OF THE NEIGHBORHOOD: Office and 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: Yes. The zoning ordinance prohibits cell towers (proposed use) on residentially zoned property.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut Avenue
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: 90'
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? N/A
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The property is currently utilized as a electrical substation.

SIGNATURE: Curtis M. Holland @ DATE: 12/1/2014

BY: Curtis M. Holland

TITLE: Attorney/Agent

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Rezoning

CASE 043-14:

A request to rezone from District R-1 (Single-Family Residential) to District C-O PD (Non-Retail – Planned Development) for the future installation of a wireless telecommunication tower.

APPLICANT: Polsinelli PC

LOCATION: West of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way

REQUESTED ZONING: C-O PD (Non-Retail – Planned Development)

CORRIDOR: Connecticut Avenue

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1	Electrical substation, undeveloped	7.04 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1, C-O	R-1, R-2 PD	R-1	R-1
Land Use	Vacant, Office	Vacant, Single- and Two-Family Residential	Railroad right-of-way, Single-Family, Church	Undeveloped

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as Low-Density Residential, but is included in the Connecticut Avenue Corridor. Rezoning to a higher-intensity zoning district requires a Site Plan Review and rezoning to a Planned Development (PD).

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Connecticut Avenue	Minor Arterial	80'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for non-retail development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

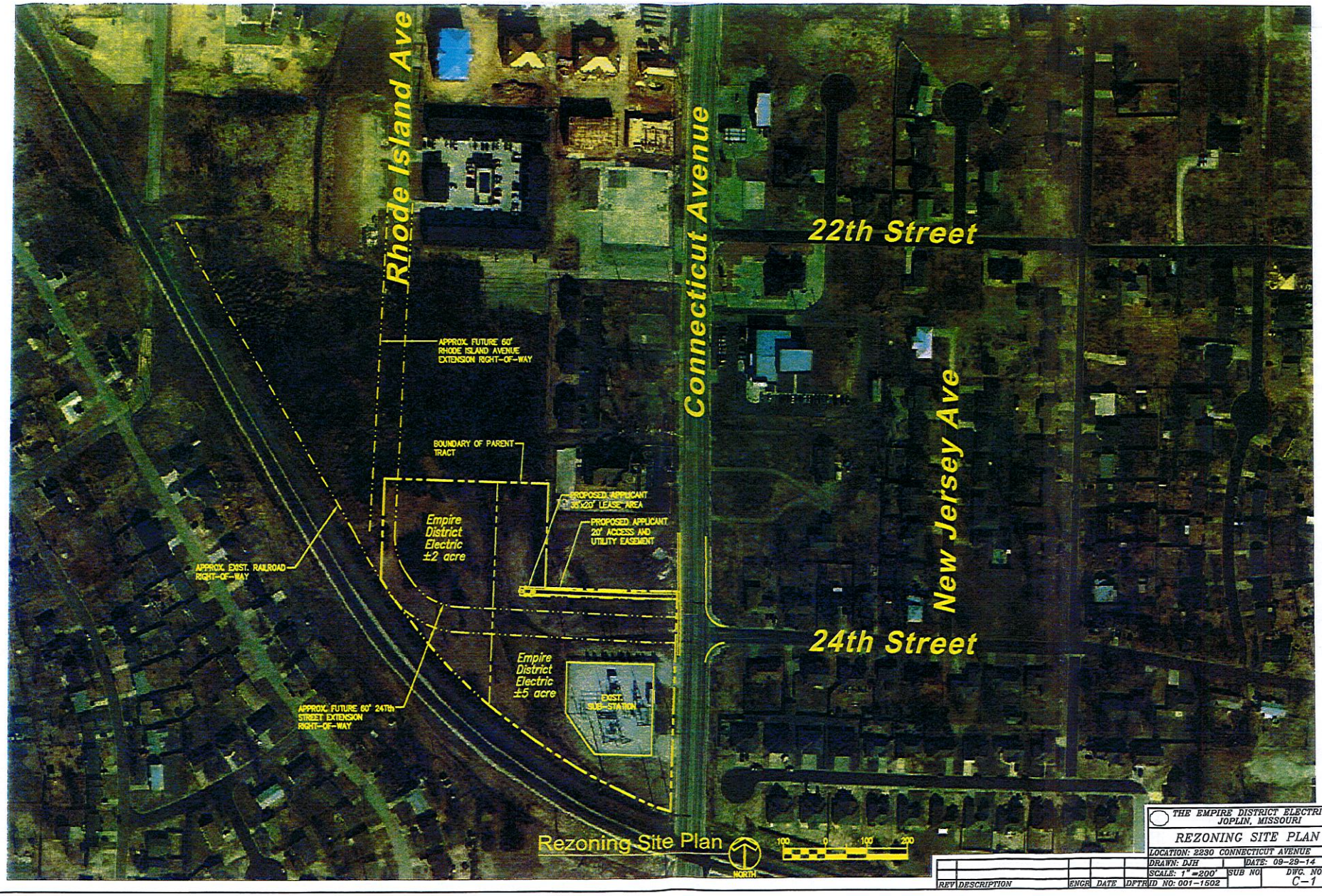
DISCUSSION

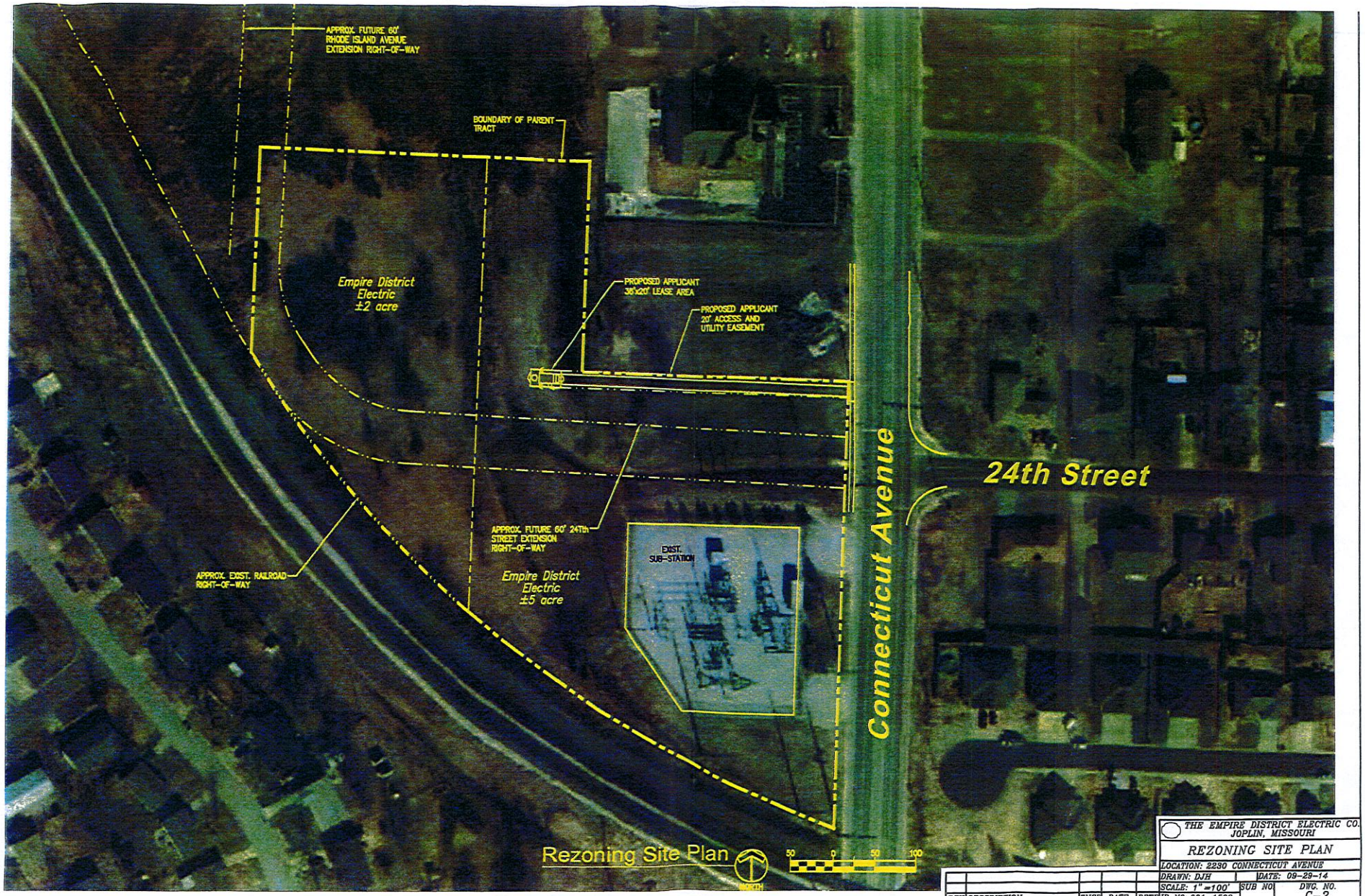
The proposed rezoning is to allow for the installation of a wireless telecommunication tower, which is not permitted in a residential zoning district. Rezoning to C-O PD is the least intensive zoning district that will permit a telecommunication tower with a Special Use Permit. The C-O PD zoning district also complements the adjacent properties to the north along Connecticut Avenue that are already zoned C-O. The Site Plan shows the future extension of 24th Street and Rhode Island Avenue to better access developable land with limited access due to the Kansas City Southern Railroad right-of-way. The proposed telecommunication tower is far enough to the north that it will not impact future right-of-way plans.

Staff recommends approval of Case 043-14.

ENCLOSURES:

Site Plans


Rhode Island Ave
Connecticut Avenue
22nd Street
New Jersey Ave
24th Street
APPROX. FUTURE 60' RHODE ISLAND AVENUE EXTENSION RIGHT-OF-WAY
BOUNDARY OF PARENT TRACT
PROPOSED APPLICANT ± 35'x20' LEASE AREA
PROPOSED APPLICANT 20' ACCESS AND UTILITY EASEMENT
Empire District Electric ±2 acre
APPROX. EXIST. RAILROAD RIGHT-OF-WAY
Empire District Electric ±5 acre
EXIST. SUB-STATION
APPROX. FUTURE 60' 24th STREET EXTENSION RIGHT-OF-WAY
Rezoning Site Plan
NORTH
100 0 100 200
THE EMPIRE DISTRICT ELECTRIC CO.
JOPLIN, MISSOURI
REZONING SITE PLAN
LOCATION: 2230 CONNECTICUT AVENUE
DRAWN: DJH
DATE: 09-29-14
SCALE: 1" =200'
SUB NO
DWG. NO.
C-1
REV DESCRIPTION ENGR DATE DFTR
ID NO: 001-1502



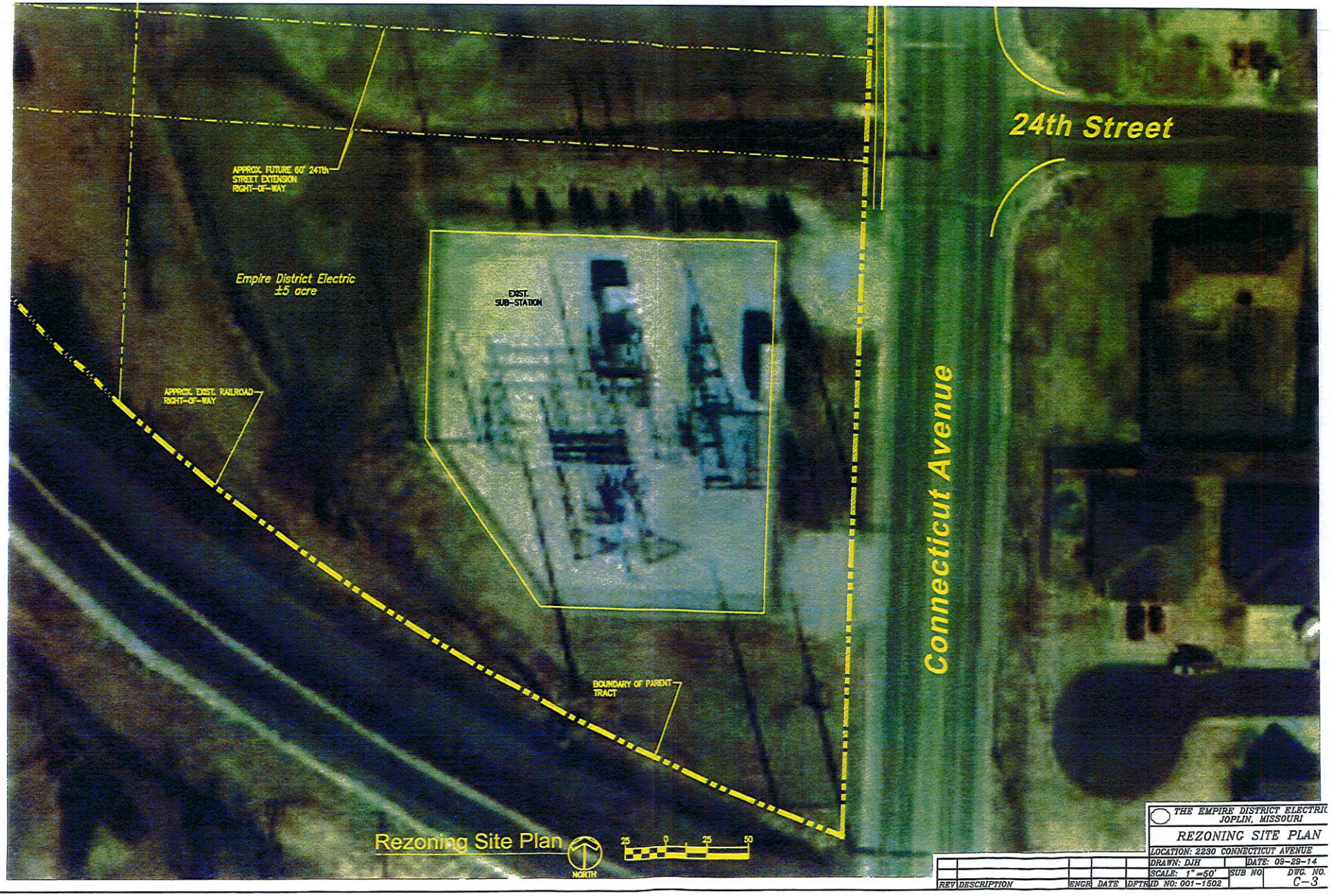
THE EMPIRE DISTRICT ELECTRIC CO.
JOPLIN, MISSOURI

REZONING SITE PLAN

LOCATION: 2230 CONNECTICUT AVENUE

REV	DESCRIPTION	ENGR	DATE	DFTR

DRAWN: DJH | DATE: 09-29-14
SCALE: 1"=100' | SUB NO
JOB NO: 001-1502 | DWG. NO. C-2



THE EMPIRE DISTRICT ELECTRIC
JOPLIN, MISSOURI

REZONING SITE PLAN

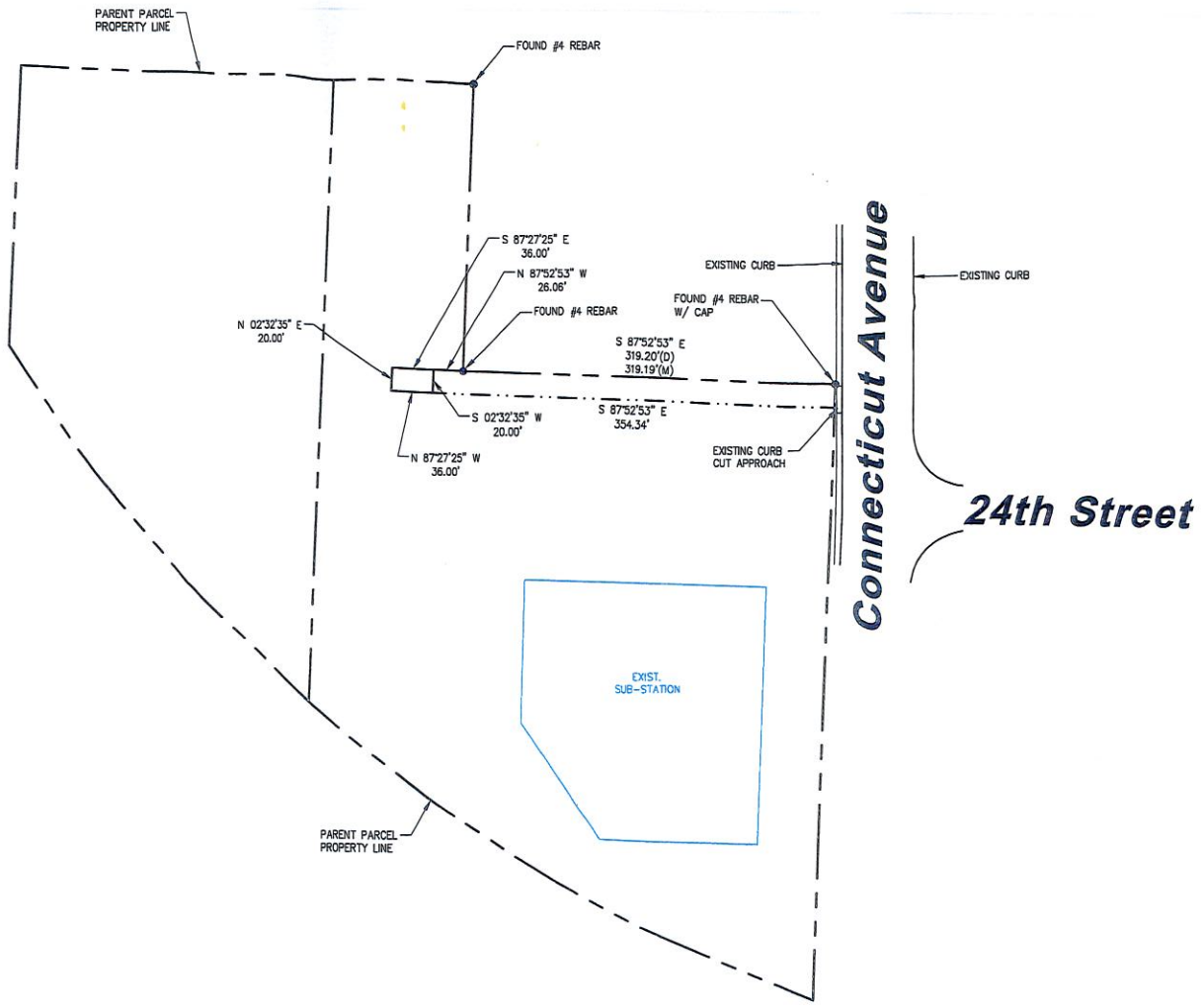
LOCATION: 2230 CONNECTICUT AVENUE

REV	DESCRIPTION	ENGR	DATE	DFTR

DRAWN: DJH | DATE: 09-29-14
SCALE: 1" =50' | SUB NO | DWG. NO. C-3
ID NO: 001-1502

PARENT PARCEL DESCRIPTION:

All that part of Lot Numbered Ninety (90) in SOUTHMORLAND ACRES ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, being more particularly described as follows:
Commencing at the Northeast corner of Lot 90 in Southmorland Acres Addition to the City of Joplin, Missouri, thence West, 319.00 feet, thence South, 500.00 feet to an iron pin found at the true point of beginning. Thence South 00 degrees 01 minutes East, 244.20 feet to a found iron pin, thence South 89 degrees 55 minutes East, 319.20 feet (319.00 record) to an iron pin found on the West right-of-way line of Connecticut Avenue, thence South, 513.54 feet along said right-of-way to a 5/8 inch iron pin set on the North right-of-way line of the Kansas City Southern Railroad, thence 824.63 feet along said right-of-way on a curve to the right with a radius of 1410.73 feet, a central angle of 33 degrees 29 minutes 30 seconds, and a long chord distance of 812.94 feet on a bearing of North 55 degrees 19 minutes West to a set 5/8 inch iron pin, thence North, 295.67 feet to a found iron pin, thence East, 349.27 feet to the point of beginning.



Rezoning Site Plan

NORTH

50 0 50 100

THE EMPIRE DISTRICT ELECTRIC CO.
JOPLIN, MISSOURI

REZONING SITE PLAN

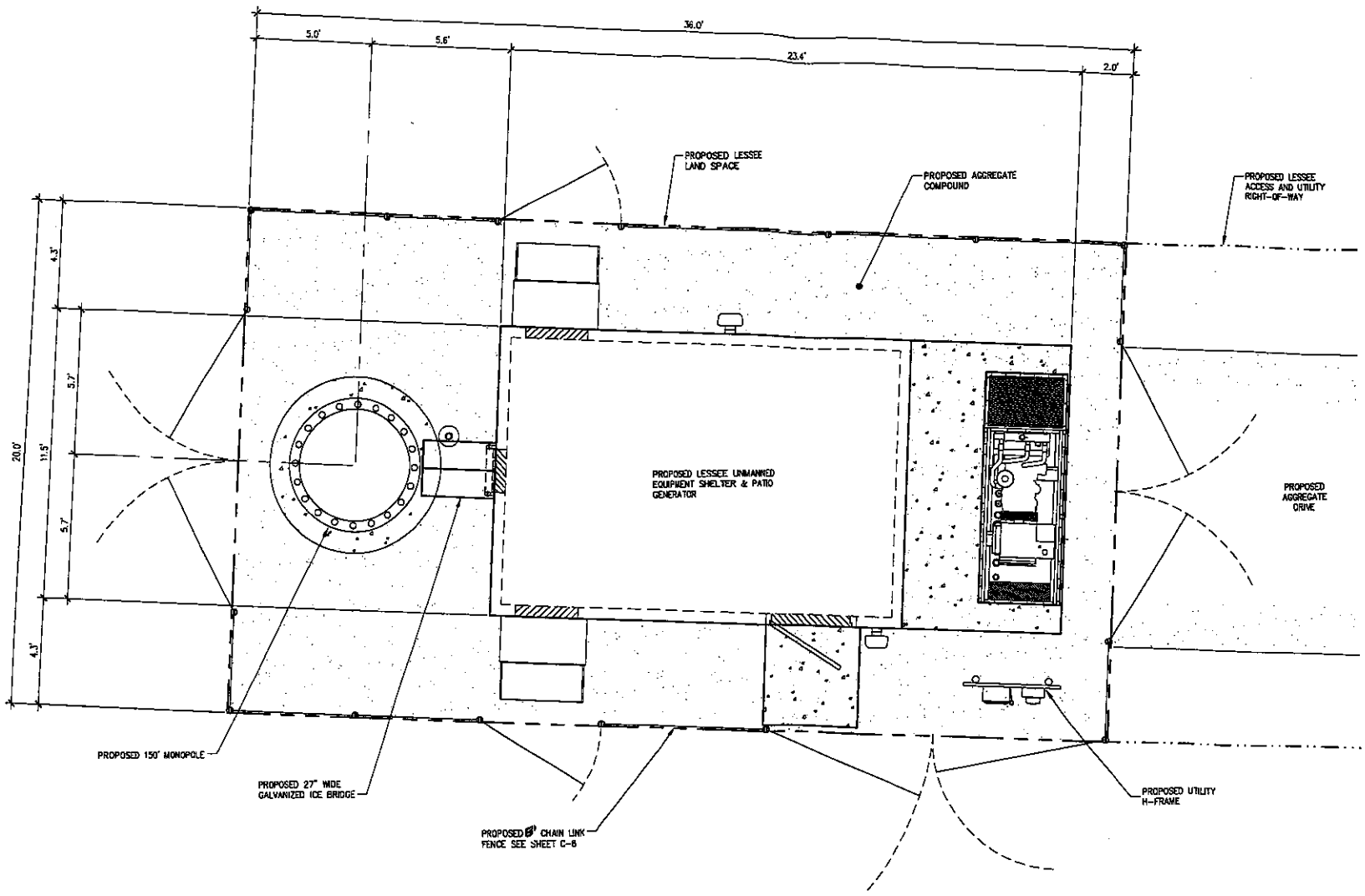
LOCATION: 2230 CONNECTICUT AVENUE

DRAWN: DJH | DATE: 09-29-14

SCALE: 1"=100' | SUB NO | DWG. NO. C-4

JD NO: 001-1502

REV	DESCRIPTION	ENGR	DATE	DFTR



Enlarged Site Plan

NORTH

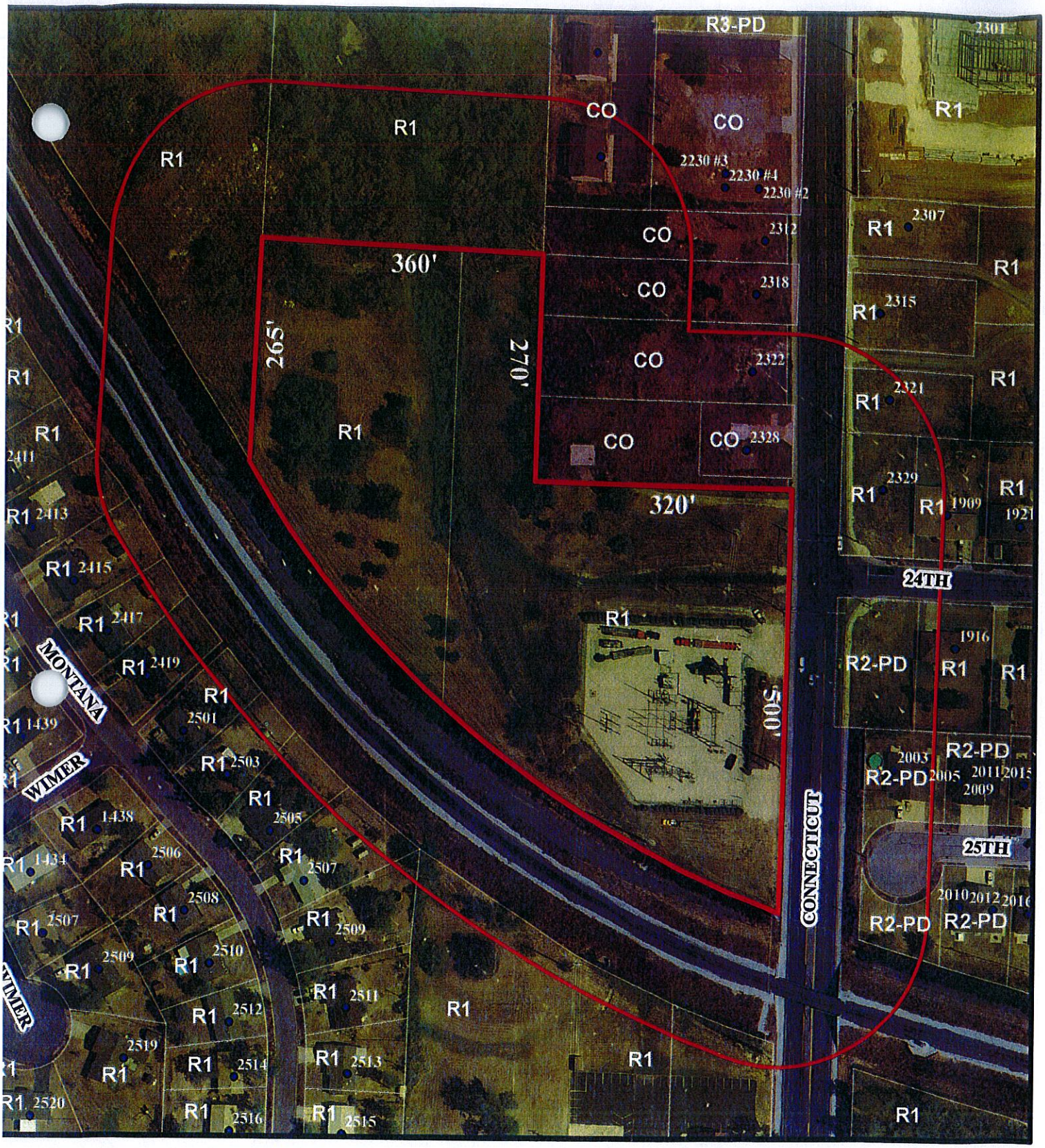
2 0 2 4

THE EMPIRE DISTRICT ELECTRIC CO.
JOPLIN, MISSOURI

ENLARGED SITE PLAN

LOCATION: 2230 CONNECTICUT AVENUE
DRAWN: DJH | DATE: 09-29-14
SCALE: 1" =4' | SUB NO | DWG. NO. C-5
JOB NO: 001-1502

REV	DESCRIPTION	ENGR	DATE	DFTR



0 137.5 275 550 825 1,100 Feet

Ca[illegible]043-14: A request to rezone properties from District R-1 (Single-Family Residential) to District C-O PD (Non-Retail - Planned Development) west of Connecticut Avenue approximately between 24th and 25th Streets for the installation of a wireless telecommunication tower. - Polsinelli

N

Case 043-14: West of Connecticut Avenue generally between 24th Street and the Kansas City Southern Railroad right-of-way – A request to rezone property from District R-1 (Single-Family Residential) to District C-O PD (Non-Retail – Planned Development) for the future installation of a wireless telecommunication tower – Polsinelli PC.

Mr. Eastman opened the public hearing for Case 043-14.

Mr. Curtis Holland, Polsinelli PC, 6201 College Boulevard, Suite 500, Overland Park, Kansas 66211, appeared on behalf of The Empire District Electric Company, the owner of the property in this request. The purpose for the rezoning is to permit a wireless communication facility on the property, being the subject for the application for the Special Use Permit in Case 044-14.

Under the current regulations for the City of Joplin, wireless communication facilities are not allowed on residentially zoned property. Even though the subject property is owned and utilized as an electrical substation and an industrial use, it still has a residential zoning. The utility substation was permitted under a Special Use Permit issued by the City of Joplin.

Mr. Holland hopes to obtain the commissioners' permission to construct a wireless communication tower on this electrical substation property for and on behalf of Verizon Wireless. They provide service in Joplin, but in this particular area of Joplin, the service is significantly lacking. They would like to improve their coverage in the central portion of Joplin, including increasing their calling capacity and data service in this area of Joplin.

Mr. Holland made a presentation and showed those present the specific location for the tower. Connecticut Avenue is to the east of the site, with the railroad tracks being shown on the map. A square box adjacent to Connecticut represents the utility substation improvements. Verizon's arrangement with Empire District Electric is a ground lease for the communication tower structure.

The setback requirements for the City of Joplin require the placement of communication tower structures at least 200 feet from residentially zoned property. This location would be more than 400 feet away from any residential property. The utility substation represents the dominant set of improvements on the property, with the railroad tracks separating this property from the residential areas to the south and to the west.

A small strip off Connecticut Avenue represents Verizon's proposed access drive to the tower site. They visit the site once a month or a couple of times quarterly during the year for maintenance reasons. Otherwise, no traffic is generated by this project. The tower would be located at the end of that access drive.

The proposed monopole will be 150 feet tall. The tower will be a round pole type tower structure and not the lattice tower structure. A small equipment compound would be located at the base of the tower, surrounded by a chain-link security fence. The City staff requested the facility not be placed where it might impact or interfere with the future location of a loop road connecting 24th Street with Rhode Island Avenue. The proposed roadway comes from the north and touches the right-of-way for the railroad line and then heads back east and ties into Connecticut at 24th Street.

Empire District Electric owns the property where the substation is located and where the proposed wireless facility would be located. They own all the land north to Rhode Island Avenue, but Mr. Holland is seeking rezoning for only the portion necessary for this wireless facility. The proposed roadway was drawn on the map to make sure the tower would not interfere with that roadway if and when it is ever constructed.

Mr. Holland showed those present what the tower would look like. It is a monopole style that will not be lit. Verizon's goal is to improve coverage in the central portion of Joplin between I-44 and Seventh Street and between Main Street and Range Line Road.

Mr. Holland showed those present a radio frequency propagation map. The red circle highlights the site where the tower is to be located. The green colors represent existing sites, including a site approved in the City of Duquesne that has not been constructed. The other sites represent existing Verizon wireless sites. The green color represents the signal strength for Verizon's radio signals, with the green color representing a very strong signal that would provide in-building coverage to the user. As you move away from the tower structure, the signal strength starts to decrease. The red circle represents Verizon's target for trying to provide better coverage.

The proposed tower would provide high-quality, reliable signal strength in this area. The rezoning is to permit the wireless structure. The selection of the zoning district, which is essentially office, is based on the fact that everything around the property, particularly to the north and west, is zoned or shown on the Comprehensive Plan to be offices. Multi-family residential uses exist to the north. This area was heavily damaged by the tornado, with many of the structures being rebuilt.

Mr. Holland thinks that the service in this area will be useful and very helpful for 911 service. The rezoning to District C-0 was discussed with the City staff, who suggested that as the designation that they would like the property to be rezoned to.

Mr. Eastman asked for questions from the commissioners.

Mr. Duncan asked Mr. Holland if he is only trying to rezone the area in which the tower is to be located, since the map in the planning report shows a larger area. Mr. Holland is requesting the rezoning of the entire parcel that is owned by Empire District Electric.

Mr. Eastman asked for comments from the audience.

Ms. Lora Tunnell, 2509 Montana Place, Joplin, appeared representing several neighbors who are in opposition to the request. They understand and appreciate that the new tower will not include lighting. She and her neighbors are still trying to make a decision whether or not they will petition against this request. They are curious if there are other towers in the area possibly from other carriers where Verizon could place their antennas and still achieve the same coverage.

Ms. Tunnell understood an amendment has been adopted regarding the wireless towers, and the City staff cannot require the owners to place landscaping around their fencing or around the tower. But since Mr. Holland is representing Empire District Electric, and they have already provided landscaping around their substation, Ms. Tunnell asked if landscaping be provided in the area surrounding the tower.

Ms. Tunnell stated that green space is definitely an issue for the neighbors, in that many trees were lost due to the tornado. She discussed the coverage provided by the towers and stated that her neighborhood is still mostly residential. She stated that most of the proposed commercial buildings aren't there yet and did not believe this is a critical tower or a critical need in her area.

Mr. Ramsour asked Mr. Tunnell where she lives, and she replied on Montana Place. Mr. Ramsour asked her how the elevation of the railroad track affects the neighborhood, and she replied that it helps quite a bit. She can see some of the spires from the substation but understood this tower would be much taller than that. It will still be very noticeable.

Mr. Alan Buttram, 12570 County Road 240, Oronogo, Missouri, asked Mr. Holland why the tower couldn't be located closer to the railroad tracks in a less intrusive location. He has property listed for sale between the proposed access road and the Ozark Prosthetic building. He thought moving the tower further south would be less detrimental to the property he has listed for sale.

Mr. Holland stated the proposed location is the only spot where Empire District Electric has allowed the tower to be located. Due to the number of electrical facilities in the area, they are very sensitive about where the tower is placed. By moving the tower further south, less coverage would be created on the north end of the area that Verizon needs to serve. The location of towers and facilities is much like a jigsaw puzzle, so the geographic location of the tower is very critical.

Mr. Holland stated that the railroad tracks serve as a major buffer between the residential neighborhood and the property where the tower is to be located since the railroad tracks are elevated. Verizon tries to look for existing tower structures before they plan new towers.

There aren't any other structures in this area that Verizon can locate on. When there are no existing structures to use, the next step is to find an area where you could mitigate as much as possible any visual impacts from the structure itself. The poles and transmission lines with the substation already clutter the sky and the area, with a tower tending to blend in with the surrounding area. Trees are frequently planted around the lower portion of a tower, but the residents will not see any green space since they are at a lower elevation than the railroad tracks.

Mr. Holland stated that this site provides the signal strength that Verizon is looking for in this area. He asked the commissioners for their recommendation for approval on the request.

Mr. Eastman asked Mr. Holland if Verizon would share this tower with other carriers, and he replied yes. They allow other carriers to co-locate and have master co-location agreements with all the carriers to allow their facilities on Verizon's structures. The other carriers allow Verizon to locate on their structures.

Mr. Duncan asked Mr. Holland if the roadway extending back to the tower would be paved or gravel, and he replied gravel. Mr. Bolander stated that access roads and roadways must be dust-proofed, so a minimum chip and seal will be required. Mr. Holland will meet whatever the City Code requires in that regard.

Mr. Smith asked about the height of the tower, and Mr. Holland replied 150 feet.

Mr. Smith asked about placing a flashing light on the tower, and Mr. Holland replied these structures are heavily regulated by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). The FAA controls all the air space and what structures are required to be lit and how the structures are lit and marked. The general rule is that all towers over 200 feet in height must be lit and marked. If a tower is below 200 feet, it may still need to be lit, but that depends on where the tower is located in relation to an airport. In this case, the tower doesn't need to be lit.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 043-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 043-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-280
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander T.B Date: 11-21-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm Date: 11/21/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 047-14: Generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place – A request to rezone properties from District R-1 (Single-Family Residential), C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Charles Kuehn.

STAFF SUMMARY:
The proposed rezoning is for the development of a mixed-use district featuring a theater (29,000 ft²), two restaurants (14,000 ft²), six retail buildings (54,390 ft²), a bank (5,000 ft²), and 20 residential units in two buildings above retail uses. The overall design meets the requirements of the 20th Street Corridor Design Guidelines.

Access Management: The site will have two points of access from 20th Street. The main access will be a new access aligned with Maryland Avenue to the south of 20th Street. The second access will be from existing Delaware Avenue. Future cross access will be provided to the Library site to the west. Access and circulation through the interior of the site may change upon further analysis and traffic studies.

Parking: A total of 600 parking spaces have been provided for all commercial uses. An additional 35 spaces have been provided for the residential units in a gated lot, including 15 garage spaces.

Building Design & Materials: The site will contain 10 separate buildings. Each building will have a similar architectural design, featuring a mix of brick, stone, stucco, and EIFS.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees. Pedestrian plazas have been provided throughout the site.

Buffering: A 6' privacy fence and 10' landscape buffer will be installed along the property lines adjacent to properties zoned residential.

Staff recommends approval of Case 047-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Duncan abstained from the discussion and vote on Case 047-14 since he is a member of Joplin Redevelopment Corporation.

Mr. Charles Kuehn appeared representing Four-State Homes, Charles and Pam Kuehn, Joplin Redevelopment Corporation (JRC), and Richard Joseph, Jr. They have acquired 11-1/2 acres, with a mixture of zoning classifications through that area. Everything being developed meets the requirements of the new Comprehensive Plan approved by the City of Joplin.

Three neighborhood meetings have been conducted to solicit input from area residents. A privacy fence and landscaping is being provided between the commercial buildings and the residential properties. Mr. Kuehn has tried to keep as much of the noise away from the residents as possible and is trying to be a good neighbor to make this a great project for the City of Joplin.

Mr. Ramsour noticed houses being built since the tornado at 1824 Carolyn Place, 2203 East 20th Street, and 1812 Delaware Avenue. Mr. Kuehn owns two of the three houses. The house at 20th and Delaware is owned by JRC.

Mr. Ramsour asked if all three houses will be removed, and Mr. Kuehn replied yes. Some people are interested in buying and relocating those houses. What can't be moved will be donated to Habitat for Humanity ReStore to salvage any materials they can reuse.

Mr. Ramsour asked how close the library development comes to this property. Mr. Kuehn replied the library will adjoin this development along the north side of 20th Street west of Delaware Avenue. Mr. Kuehn and JRC do not own one long parcel which is owned by Ms. Cupp and Ms. Palmer, so there will be 150 feet between his development and the library.

Mr. Ramsour asked Mr. Kuehn about plans for the properties surrounding Carolyn Place, and he replied that Carolyn Place is not included at this time due to some ownership issues. He is constructing an office across the street and was required to tie those lots together to avoid multiple entrances. Accesses to that area will be blended together at some location.

Mr. Eastman asked Mr. Kuehn to discuss the berm. He stated that two drawings were presented during the last neighborhood meeting. The original drawing showed the theater up against Mr. Rouse's property line. The current drawing shows the theater being slightly over 100 feet to the south of Mr. Rouse's property. Mr. Rouse has 320 feet of white vinyl fence along his south property line beginning at his east property line going west. He has 120 feet that does not have vinyl fencing. Mr. Kuehn is thinking about pine trees adjacent to Mr. Rouse's property line.

Mr. Kuehn stated that the City Code requires a vinyl or masonry fence with a 10-foot landscaped buffer. If a fence isn't erected, 20 feet of heavy vegetation is required with the berm. A 15-foot landscaping buffer is planned directly behind the theater, with this buffer including trees and bushes. On the inside of the fence is a 20-foot landscaped buffer. Each of the neighbors would like different types of buffering. A six-foot privacy fence and heavy landscaping will protect the neighbors from lighting and noise. All the heat and air units will be roof-top units.

Mr. Kuehn stated that the theater building will not be 45 feet tall. Half of the building (8 to 12 feet) will sit in the ground in a basement-type application because of new ADA codes regarding the line-of-sight for people in wheelchairs. The center of the seating area will be at ground level where patrons in wheelchairs will not be stuck at the top of the theater or stuck at the bottom.

Mr. Eastman asked if the theater will be a one-story building, and Mr. Kuehn replied probably two stories. The building will be 30 to 32 feet tall.

Mr. Ramsour asked Mr. Kuehn when this development will be completed. He replied that construction will occur in three different phases, so probably 2 to 2-1/2 years. The theater will take at least a year to build, with the development on the west side being the final phase.

PUBLIC COMMENT:
Comments in opposition were received from the following:

Mr. Richard Rouse, 1721 Delaware Avenue, Joplin
Mr. David Bird, 1930 East 18th Street, Joplin

They expressed concern about noise, trash, and blocking of sunlight. They discussed the combination of a berm, fencing, and landscaping.

Mr. Robert Hogue, 1720 Southeast Murphy Boulevard, Joplin, was not necessarily opposed to the development but asked all the developers to work together to create a; homogenous project.

P & Z Case 047-14
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-280 **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, District C-1, and District C-1-PD and including in District C-3-PD property as described below and located generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place in the City of Joplin, Jasper County, Missouri.

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, District C-1, and District C-1-PD and including same in District C-3-PD:

All of Lot 55 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 6, at Page 91, AND All of Lots 56 and 58 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 6, at Page 91, AND All of Lots 60, 61, 62, 64 and 65 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 6, at Page 9, AND All of Lots 103, 103A, 104, 105 and Miscellaneous Tract 7 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 6, at Page 91; beginning more particularly described as follows: Beginning at the Southeast corner of Lot 105 in said subdivision; thence along the South lot line, North 89 degrees 53 minutes 44 seconds West, 460.61 feet, to the Southwest corner of Lot 104; thence along West lot line, North 02 degrees 08 minutes 09 seconds East, 743.81 feet, to the Northwest corner of Lot 103; thence along the North lot line; South 87 degrees 56 minutes 58 seconds East, 459.99 feet, to the Northeast corner of said Lot 103; thence along the East lot line, South 02 degrees 06 minutes 35 seconds West, 728.17 feet, to the point of beginning; all lying in the Southwest Quarter of Section 12, Township 27 North, Range 33 West, Jasper County, Missouri. Containing 7.78 acres, more or less, bearings based on Grid North of the Missouri Coordinate System of 1983, West Zone. Subject to all easements, covenants, restrictions and reservations on record. Conditions and monuments are as shown on Anderson Engineering, Inc. drawing number JOP-100-3590. AND All of Lots 1 through 8 in Watson's First Sub-Division, a Re-Plat of Lots 106 and 107 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 47, at Page 12.

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 _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REZONING APPLICATION FORM

RECEIVED 10-3-14

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.: 047-14
Filing Fee: $350.00
Date Advertised: 10-26-14
Date Notices Sent: 10-27-14
P&Z Date: 11-10-14
City Council Date: 12-1-14

APPLICANT: Charles Kuehn PHONE: 625-3907
ADDRESS: 620 McConnell Joplin Mo ZIP: 64801
EMAIL: CKuehn@FourStateHomes.com
OWNER: Newco LLC PHONE: 835-3907
ADDRESS: 620 McConnell ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: 20th & Connecticut
LEGAL DESCRIPTION: See Attached

Present Zoning: Mixed Requested Zoning: C3-PD Acreage: 11.7
Present Use of Property: ~~Mixed~~ Vacant
Proposed Use of Property: Life Style Village

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	Residential, Commercial mix	R-3 PD, C-0, C-1, R-1, C-1 PD
East	Residential	R-1
West	Vacant, undeveloped	R-1, C-1

CHARACTER OF THE NEIGHBORHOOD: Vacant

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:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th, Maryland, Delaware
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 75'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Charles F. Kuehn III DATE: 10-3-14

BY: Charles F. Kuehn III

TITLE: _____

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Rezoning

CASE 047-14:

A request to rezone properties from District R-1 (Single-Family Residential), District C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial – Planned Development) generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place for future planned commercial development.

APPLICANT: Charles Kuehn

LOCATION: Generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: 20th Street (Site Plan Required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1, C-1, & C-1 PD	Single-Family, Vacant (former single-family and commercial)	12.92 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1, R-2 PD, R-3, C-O, C-1, C-1 PD	R-1, C-1
Land Use	Single-Family	Single-Family, Church	Mix of Single-Family, Duplexes, and Commercial	Single-Family, Vacant (former single-family and commercial)

FUTURE LAND USE:

The 2012 Future Land Use Map designates commercial along 20th Street between Connecticut and Delaware Avenues. The remaining areas are designated as Low-Density Residential, but are included in the 20th Street Corridor. Rezoning to a higher-intensity zoning district requires a Site Plan Review and rezoning to a Planned Development (PD) in the 20th Street Corridor.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Connecticut Avenue	Minor Arterial	80'
Carolyn Place	Local	50'
Delaware Avenue	Local	60'
New Jersey Avenue	Local	50'
19th Street	Local	50'

All of Carolyn Place and the portion of Delaware Avenue between 18th and 19th Streets are proposed to be vacated. New Jersey and 19th Street are planned to be vacated in the future.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for a mixed-use development, including commercial/retail, office, and multi-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of a mixed-use district featuring a theater (29,000 ft²), two restaurants (14,000 ft²), six retail buildings (54,390 ft²), a bank (5,000 ft²), and 20 residential units in two buildings above retail uses. The overall design meets the requirements of the 20th Street Corridor Design Guidelines.

Access Management: The site will have two points of access from 20th Street. The main access will be a new access aligned with Maryland Avenue to the south of 20th Street. The second access will be from existing Delaware Avenue. Future cross access will be provided to the Library site to the west. Access and circulation through the interior of the site may change upon further analysis and traffic studies.

Parking: A total of 600 parking spaces have been provided for all commercial uses. An additional 35 spaces have been provided for the residential units in a gated lot, including 15 garage spaces.

Building Design & Materials: The site will contain 10 separate buildings. Each building will have a similar architectural design, featuring a mix of brick, stone, stucco, and EIFS.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees. Pedestrian plazas have been provided throughout the site.

Buffering: A 6' privacy fence and 10' landscape buffer will be installed along the property lines adjacent to properties zoned residential.

Staff recommends approval of Case 047-14.

ENCLOSURES:

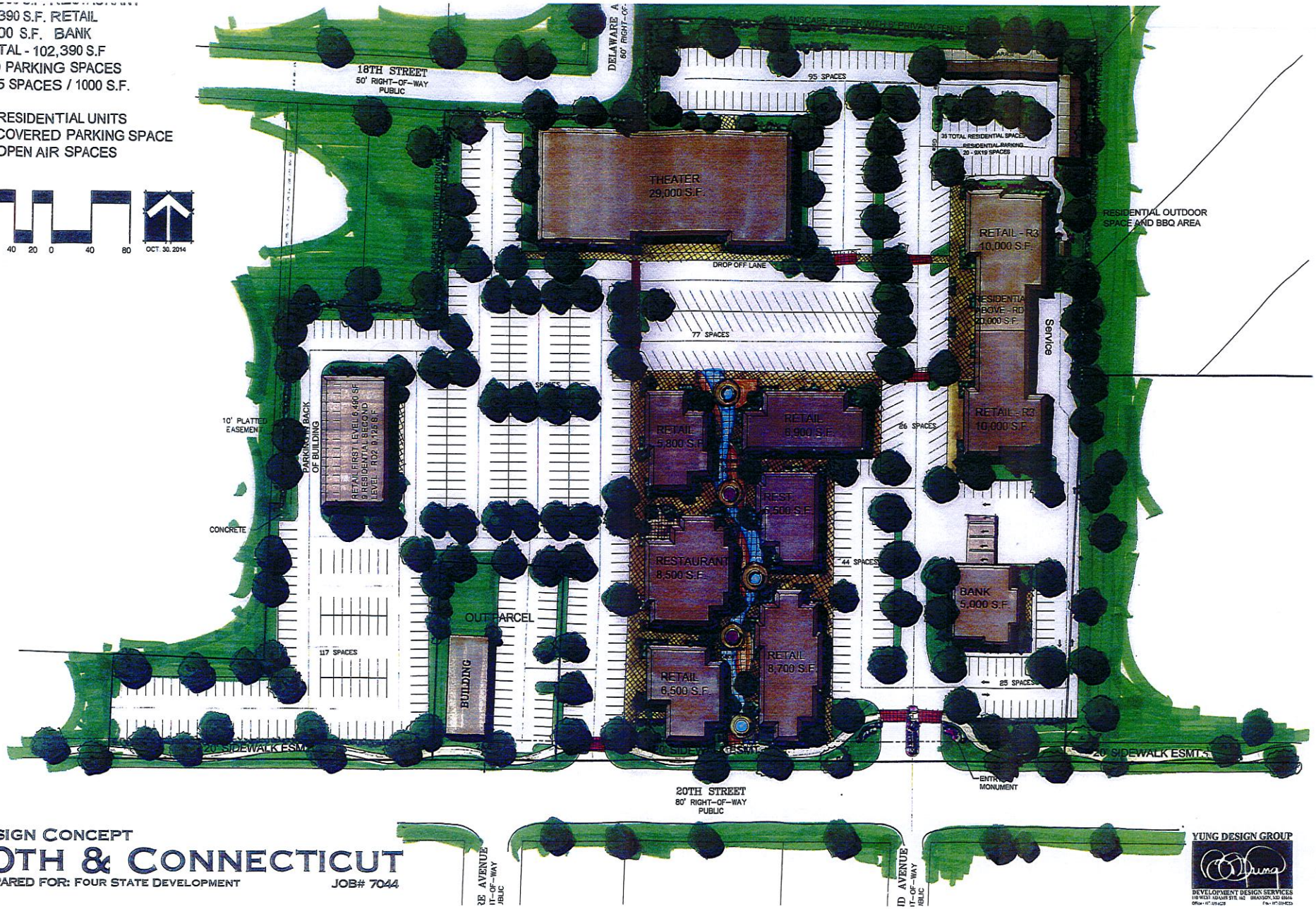
Site Plan/Landscape Plan

Building Elevations

54,390 S.F. RETAIL
5,000 S.F. BANK
TOTAL - 102,390 S.F
600 PARKING SPACES
5.85 SPACES / 1000 S.F.

20 RESIDENTIAL UNITS
15 COVERED PARKING SPACE
20 OPEN AIR SPACES

80 40 20 0 40 80 OCT. 30, 2014



DESIGN CONCEPT

20TH & CONNECTICUT

PREPARED FOR: FOUR STATE DEVELOPMENT JOB# 7044

YUNG DESIGN GROUP
DEVELOPMENT DESIGN SERVICES
110 WEST ADAMS STE. 102 BRANSON, MO 65616

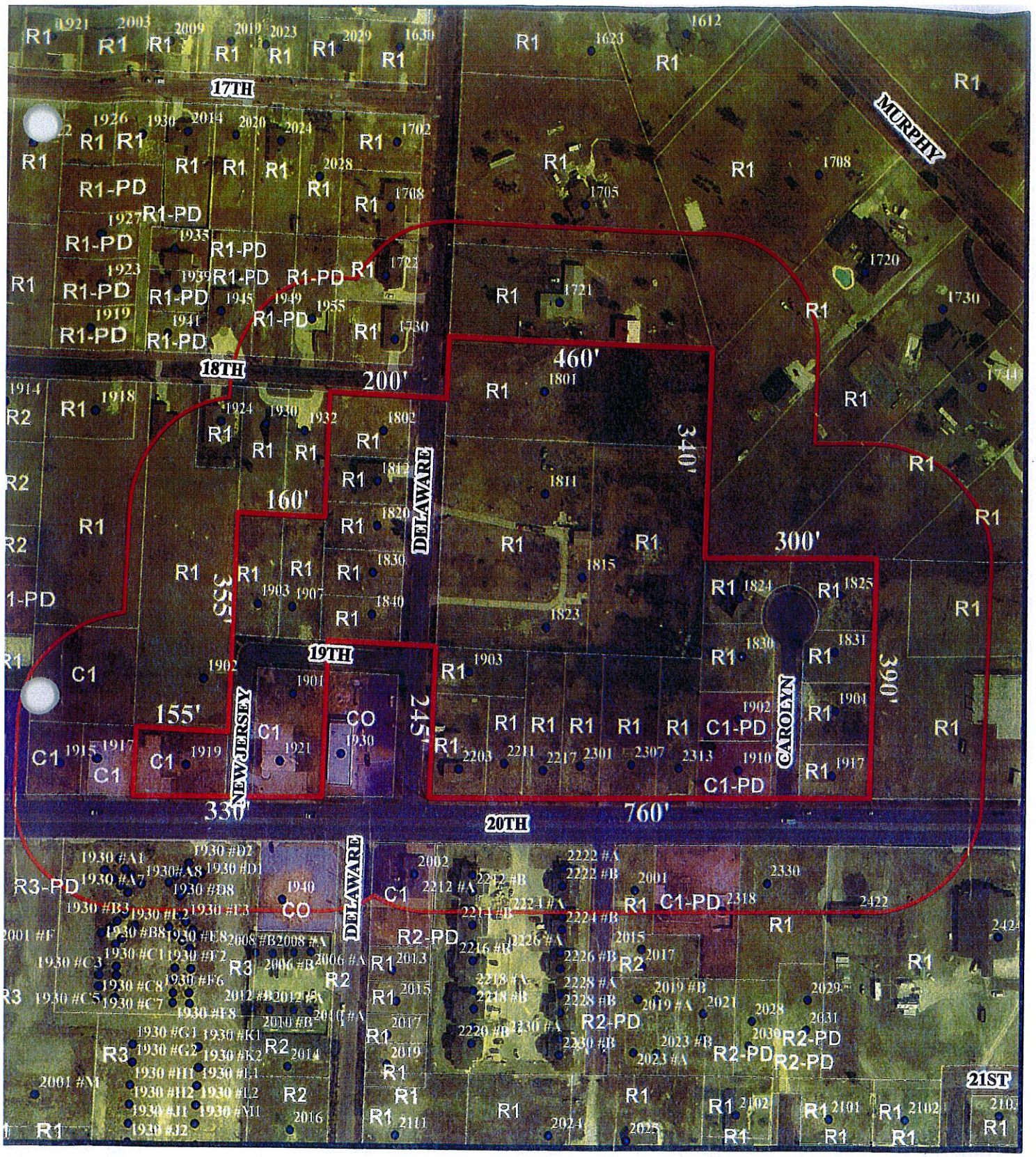


SAMPLE ELEVATION

20TH & CONNECTICUT - COMMERCIAL DEVELOPMENT

JOPLIN, MISSOURI

13051.001 - 03 NOV 2014



0 195 390 780 1,170 1,560 Feet

Ca[illegible]047-14: A request to rezone properties from District R-1 (Single-Family Residential), Dis[illegible]ict C-1 (Neighborhood Commercial) and District C-1 PD (Neighborhood Commercial - Planned Development) to District C-3 PD (Commercial - Planned Development) generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place for future planned commercial development. - Charles Kuehn

N

Case 047-14: Generally between 18th and 20th Streets between New Jersey Avenue and Carolyn Place – A request to rezone properties from District R-1 (Single-Family Residential), C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Charles Kuehn.

Mr. Duncan wished to abstain from the discussion and vote on Case 047-14 since he is a member of Joplin Redevelopment Corporation. He left the dais at this point.

Mr. Eastman opened the public hearing for Case 047-14.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Four-State Homes, Charles and Pam Kuehn, Joplin Redevelopment Corporation (JRC), and Richard Joseph, Jr. They have acquired 11-1/2 acres, with a mixture of zoning classifications through that area. The goal is to rezone all the property to District C-3-PD. Everything being developed meets the requirements of the new Comprehensive Plan approved by the City of Joplin.

Three neighborhood meetings have been conducted to solicit input from the citizens in this area. A privacy fence and landscaping is being provided between the commercial buildings and the residential properties. Wrought iron fencing is being provided in some areas, with no fencing provided in other areas. Mr. Kuehn has tried to keep as much of the noise away from the residents as possible and is trying to be a good neighbor to make this a great project for the City of Joplin.

Mr. Eastman asked for questions from the commissioners.

Mr. Ramsour noticed houses being built since the tornado at 1824 Carolyn Place, 2203 East 20th Street, and 1812 Delaware Avenue. Mr. Kuehn stated he owns two of the three houses. The house at 20th and Delaware is owned by JRC.

Mr. Ramsour asked if all three houses will be removed, and Mr. Kuehn replied yes. Some people are interested in buying and relocating those houses. What can't be moved will be donated to Habitat for Humanity ReStore to salvage any materials they can reuse. The two-story house at the end of Carolyn Place may be difficult to move.

Mr. Ramsour asked how close the library and the other future development comes to this property. Mr. Kuehn replied the library will adjoin this development along the north side of 20th Street west of Delaware Avenue. Mr. Kuehn and JRC do not own one long parcel which is owned by Ms. Cupp and Ms. Palmer, so there will be 150 feet between his development and the library.

Mr. Eastman asked for comments from the audience.

Mr. Richard Rouse, 1721 Delaware Avenue, Joplin, appeared in opposition to the request. His house lies directly north of about 460 adjoining feet of the proposed development. He has lived at his current address for 14 years and stated this is a nice neighborhood. He understood the theater will be erected adjacent to his property. He expressed concern about noisy air-conditioners running, along with the bass and the boom of the theater going.

Mr. Rouse stated all his neighbors are giving him full support and will protest. They are not trying to fight City Hall but would like a good buffer zone between the neighbors and the development. They want to see Joplin grow, but nobody wants this type of development in their back yard.

Mr. Rouse discussed the combination of a berm, fencing, and landscaping with a minimum width of 20 feet, or a choice of a 20-foot natural buffer. The neighbors were told during the last neighborhood meeting that all the developer needed to do was erect a fence, like they had a choice between a berm, fencing, and landscaping. He expressed concern about a developer not having the funding to build the theater, and they give the property to someone else, with a completely different set of plans.

Mr. Smith asked Mr. Rouse if he is asking for modifications to the plans, and he asked the City staff and developers to guarantee the neighbors won't feel intruded upon, so they won't even know the development is there. He discussed the West Seventh Street Wal-Mart elevation in that Wal-Mart is sitting much lower adjoining properties to the east. He understood that District C-3 allows commercial structures up to 45 feet tall and expressed concern about a building that tall blocking his sunlight.

Mr. David Bird, 1930 East 18th Street, Joplin, appeared in opposition and stated that his property will be bordered by the parking lot on the east and south sides. He and his neighbors expressed concern about trash from the development blowing into their yards, in that they are already dealing with trash blowing from 20th Street. With the berm and the fence, they won't get the trash.

Mr. Robert Hogue, 1720 Southeast Murphy Boulevard, Joplin, is not necessarily opposed to the development. He stated there have been some recent changes to the plans, so the area along Carolyn Place is not in the current planned development, where it was included before. He asked if all the developers will work together to make this a homogenous project. He thought the development would be a boom to the community and to the neighborhood if the developers' promises are kept the way they have been.

Mr. Ramsour asked Mr. Kuehn about plans for the properties surrounding Carolyn Place, and he replied that Carolyn Place is not included at this time due to some ownership issues. He is constructing an office across the street and was required to tie those lots together to avoid multiple entrances. Accesses to that area will be blended together at some location.

Mr. Eastman asked Mr. Kuehn to discuss the berm. He stated that two drawings were presented during the last neighborhood meeting. The original drawing showed the theater up against Mr. Rouse's property line. The current drawing shows the theater being slightly over 100 feet to the south of Mr. Rouse's property. Mr. Rouse has 320 feet of white vinyl fence along his south property line beginning at his east property line going west. He has 120 feet that does not have vinyl fencing. Mr. Kuehn is thinking about pine trees adjacent to Mr. Rouse's property line.

Mr. Kuehn stated that the City Code requires a vinyl or masonry fence with a 10-foot landscaped buffer. If a fence isn't erected, 20 feet of heavy vegetation is required with the berm. A 15-foot landscaping buffer is planned directly behind the theater, with this buffer including trees and bushes. On the inside of the fence, he has a 20-foot landscaped buffer. He stated that each of the neighbors would like different types of buffering. A six-foot privacy fence and heavy landscaping will protect the neighbors from lighting and noise. All the heat and air units will be roof-top units.

Mr. Kuehn stated that the theater building will not be 45 feet tall. Half of the building (8 to 12 feet) will sit in the ground in a basement-type application because of new ADA codes regarding the line-of-sight for people in wheelchairs. The center of the seating area will be at ground level where patrons in wheelchairs will not be stuck at the top of the theater or stuck at the bottom.

Mr. Eastman asked if the theater will be a one-story building, and Mr. Kuehn replied probably two stories. The building will be 30 to 32 feet tall. The goal is to not block Mr. Rouse's sunlight. Mr. Kuehn wants this development to be a showplace for the City of Joplin as well and wants to work with the neighbors.

Mr. Ramsour asked Mr. Kuehn when this development will be completed. He replied that construction will occur in three different phases, so probably 2 to 2-1/2 years. The theater will take at least a year to build, with the development on the west side being the final phase.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 047-14.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 047-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. DUNCAN ABSTAINING; AND WITH MR. CORTEZ BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-281
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander T.B Date: 11-24-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm SLA Date: 11/24/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 048-14: North of 20th Street between Delaware Avenue and Carolyn Place – A request for the vacation of public street right-of-ways, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place – Charles Kuehn.

STAFF SUMMARY:
The proposed vacation will not have a negative impact on the public, as it will eliminate potential commercial traffic entering and exiting through the residential neighborhood to the north of the proposed mixed-use development. No permanent construction is permitted in the easement until officially vacated.

Staff recommends approval of Case 048-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn requested the vacation of Delaware Avenue between 18th and 19th Streets and all of Carolyn Place. He stated that commercial traffic cannot be dumped onto residential streets, so he plans to direct the traffic away from Delaware Avenue or 18th Street to protect those residents. The theater is also sitting on top of Delaware.

Mr. Eastman asked Mr. Kuehn if he owns the house at 1812 Delaware, and he replied yes. Next month he plans to vacate New Jersey Avenue and part of 19th Street. He will vacate all the utility easements at a later date as well, once he knows where the new utilities are coming in.

Mr. Eastman asked Mr. Kuehn if he owns the house at 1824 Carolyn Place, and he replied yes.

Mr. Ramsour asked Mr. Kuehn if Delaware Avenue will remain open between 19th and 20th Streets. He replied yes, since a commercial building currently sits on Delaware.

PUBLIC COMMENT:
None.

P & Z Case 048-14
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-281 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all public street right-of-ways north of 20th Street between Delaware Avenue and Carolyn Place, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of public street right-of-ways north of 20th Street between Delaware Avenue and Carolyn Place, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Beginning at the Southeast corner of Lot 60 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 6, at Page 91 and point also being the West right-of-way of Delaware Avenue; thence along said West right-of-way, North 02 degrees 09 minutes 46 seconds East, 399.90 feet, to the South right-of-way of 18th Street; thence along said South right-of-way, South 87 degrees 56 minutes 07 seconds East, 59.66 feet, to a point lying on the East right-of-way of Delaware Avenue; thence along said East right-of-way, South 02 degrees 08 minutes 09 seconds West, 399.89 feet; thence leaving said East right-of-way, North 87 degrees 56 minutes 30 seconds West, 59.85 feet, to the point of beginning. All lying in the Southwest Quarter of Section 12, Township 27 North, Range 33 West, Jasper County, Missouri. Containing 0.55 acres, more or less. Bearings based on Grid North of the Missouri Coordinate System of 1983, West Zone. More commonly described as Delaware Avenue between 18th and 19th Streets. AND Beginning at the Southeast corner of Lot 1 in Watson's First Sub-Division a Re-Plat of Lots 106 and 107 in Bankers Third Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 47, at Page 12 and point also being the West right-of-way of Carolyn Place; thence along said West right-of-way, North 02 degrees 06 minutes 35 seconds East, 252.85 feet; thence 261.22 feet along a 50.00 foot radius curve to the right with a chord bearing South 87 degrees 32 minutes 26 seconds East, a distance of 50.50 feet, to a point lying on the East right-of-way of Carolyn Place; thence along said East right-of-way, South 02 degrees 06 minutes 35 seconds West, 250.78 feet, to the North right-of-way of 20th Street; thence along said North right-of-way, North 89 degrees 53 minutes 44 seconds West, 50.53 feet, to the point of beginning. All lying in the Southwest Quarter of Section 12, Township 27 North, Range 33 West, Jasper County, Missouri. Containing 0.47 acres, more or less. Bearings based on Grid North of the Missouri Coordinate System of 1983, West Zone. More commonly described as Carolyn Place north of 20th Street.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
10-3-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 048-14
Filing Fee: $ 350.00
Date Advertised: 10-26-14
Date Notices Sent N/A
Public Hearing Date: 11-10-14 / 12-1-14

I. Applicant Name: Charles Kuehn Phone: 825-3907

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

Address: 620 McConnell Joplin Mo Zip: 64801

Email: CKuehn2@FourState

II. Type of vacation requested (check all that apply):

Street Vacation X

Alley Vacation ____

Utility vacation X

Other (Please specify) ____

III. Legal Description of area requested to be vacated: See Attached

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

1. Private rights will not be injured or endangered by the vacation. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

3. In justice to the applicant(s) the vacation should be granted. yes

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

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

SIGNATURE: Charles F Kuehn III DATE: 10/3/14

BY: Charles F Kuehn III

TITLE: Managing Member

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Vacation

CASE 048-14:

A request for the vacation of all street right-of-way for Delaware Avenue between 18th and 19th Streets and all of Carolyn Place north of 20th Street.

APPLICANT: Charles Kuehn

REPRESENTATIVE: N/A

LOCATION: Delaware Avenue between 18th & 19th Streets, Carolyn Place

---

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Delaware Avenue (street right-of-way)	60' x 400'
Carolyn Place (street right-of-way)	50' x 340'

REASON FOR VACATION:

The streets are being vacated as part of a proposed mixed-use development. Additional streets are expected to be vacated in the future, including New Jersey Avenue and a portion of 19th Street. Utility easements will also be vacated once new easements have been dedicated and relocated for the development.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes (until relocated)

DISCUSSION:

The proposed vacation will not have a negative impact on the public, as it will eliminate potential commercial traffic entering and exiting through the residential neighborhood to the north of the proposed mixed-use development. No permanent construction is permitted in the easement until officially vacated.

Staff recommends approval of Case 048-14.

ENCLOSURES:

Site Plan (areas to be vacated highlighted in yellow)





GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)

1 inch = 60 ft.

NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) NO EASEMENT SHOWN OR PROVIDED.

3) NO UTILITIES SHOWN.

ZONING DATA

TRACT 1, TRACT 2 AND PART OF TRACT 3
SUBJECT PROPERTY IS ZONED C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT)

BUILDING HEIGHT AND PARKING SETBACK LINE REGULATION
BUILDING HEIGHT: NO BUILDING SHALL EXCEED 35' OR 2 STORIES.

BUILDING SETBACK LINE:
FRONT: 15'
SIDE: NONE, EXCEPT WHERE SUBJECT PROPERTY ABUTS UPON A DISTRICT OF R-1 TO C-2, THEN SETBACK SHALL BE PROVIDED THE SAME AS REQUIRED IN THE DISTRICT IT JOINS.
REAR: NONE, EXCEPT WHERE SUBJECT PROPERTY ABUTS UPON A DISTRICT OF R-1 TO C-2, THEN SETBACK SHALL BE PROVIDED THE SAME AS REQUIRED IN THE DISTRICT IT ABUTS, BUT NO LESS THAN 10'

TRACT 3, TRACT 4, AND PART TRACT 3
SUBJECT PROPERTY IS ZONED R-1 (CIRCLE-FAMILY DISTRICT)

BUILDING HEIGHT AND PARKING SETBACK LINE REGULATION
BUILDING HEIGHT: NO BUILDING SHALL EXCEED 35' OR 2 1/2 STORES

BUILDING SETBACK LINE:
FRONT: 25'
SIDE: 0'
REAR: 25'

LEGEND

- FND 0" FOUND IRON PIN
- SET 0" SET IRON PIN
- PP GF POWER POLE W/ GUY
- LP LIGHT POLE
- WM WATER METER
- TR TELEPHONE RISER
- CR CABLE RISER
- PROPERTY LINE
- FENCE LINE
- LINE LOCALS — PLAT (RECORD) — 100' P, 100' M

16TH STREET
50' RIGHT-OF-WAY
PUBLIC

19TH STREET
50' RIGHT-OF-WAY
PUBLIC

30TH STREET
60' RIGHT-OF-WAY
PUBLIC

DELAWARE AVENUE
40' R.O.W.
PUBLIC

MARYLAND AVENUE
40' R.O.W.
PUBLIC

DAKOTA PLACE
(NOT DEDICATED)
PUBLIC

BANKERS THIRD ADDITION
PLAT BOOK 6, PAGE 01

WATSON'S FIRST SUB-DIVISION OF LOTS 106 & 107 BANKERS THIRD ADDITION
PLAT BOOK 07, PAGE 12

TRACT 1
10,750± SQ. FT.
0.396 ACRES

TRACT 2
20,283± SQ. FT.
0.699 ACRES

TRACT 3
69,625± SQ. FT.
1.670 ACRES

TRACT 4
330,675± SQ. FT.
7.782± ACRES

TRACT 5
69,625± SQ. FT.
2.222 ACRES

TRACT 6
69,625± SQ. FT.
2.222 ACRES

20' POSSIBLE R/W TAKING

TRACT 1 DESCRIPTION

ALL OF LOT 05 IN DIAMOND THIRD ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 6, AT PAGE 01.

TRACT 2 DESCRIPTION

ALL OF LOTS 02 AND 03 IN DIAMOND THIRD ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 6, AT PAGE 01.

TRACT 3 DESCRIPTION

ALL OF LOTS 06, 01, 02, 04 AND 05 IN DIAMOND THIRD ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 6, AT PAGE 0.

TRACT 4 DESCRIPTION

ALL OF LOTS 103, 103A, 104, 105 AND ENCUMBERED TRACT 7 IN DIAMOND THIRD ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 6, AT PAGE 01

BEGINNING AT THE SOUTHEAST CORNER OF LOT 105 IN SAID SUBDIVISION, THENCE ALONG THE SOUTH LOT LINE, NORTH 89°03'44" WEST, 459.81 FEET, TO THE SOUTHWEST CORNER OF LOT 104; THENCE ALONG WEST LOT LINE, NORTH 00°56'16" EAST, 740.81 FEET, TO THE NORTHWEST CORNER OF SAID LOT 103; THENCE ALONG THE NORTH LOT LINE, SOUTH 87°56'56" EAST, 459.09 FEET, TO THE NORTHEAST CORNER OF SAID LOT 103; THENCE ALONG THE EAST LOT LINE, SOUTH 00°56'16" WEST, 738.17 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, CONTAINING 7.78 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, 1997/08 TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND AGREEMENTS OF RECORD, CONDITIONS AND REQUIRED ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER 307-160-3000.

TRACT 5 DESCRIPTION

ALL OF LOTS 1 THROUGH 6 IN WATSON'S FIRST SUB-DIVISION & RE-PLAT OF LOTS 106 AND 107 IN BANKERS THIRD ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 07, AT PAGE 12.

SURVEYORS NOTE

WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES REFERCH HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATIONS OF THE RECORD DESCRIPTIONS. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

ACCURACY STANDARD: URBAN

SURVEYORS DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE ORIGINALITY SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN ARE IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS.
LAST REVISION DATE AUGUST 20, 2014

ANDERSON ENGINEERING, INC. L.C. 02
BY:

Jarod L. Hogan, R.L.S. 2008001335

8-20-14
DATE

ANDERSON ENGINEERING, INC.
LAND DEVELOPMENT • SURVEYING • PLANNING
1111 S. 103rd STREET, SUITE 400 • OMAHA, NE 68124 • (402) 390-9500

NO.	DESCRIPTION	BY	DATE
1	ADD UTILITIES	SLH	9/29/14

REVISIONS

DRAWING NO.
FIELD BK:
DRAWN BY: SLH
CHECKED BY: JLH
DATE: 8-18-14
FIELD BOOK:
JOB NUMBER: 2008-14

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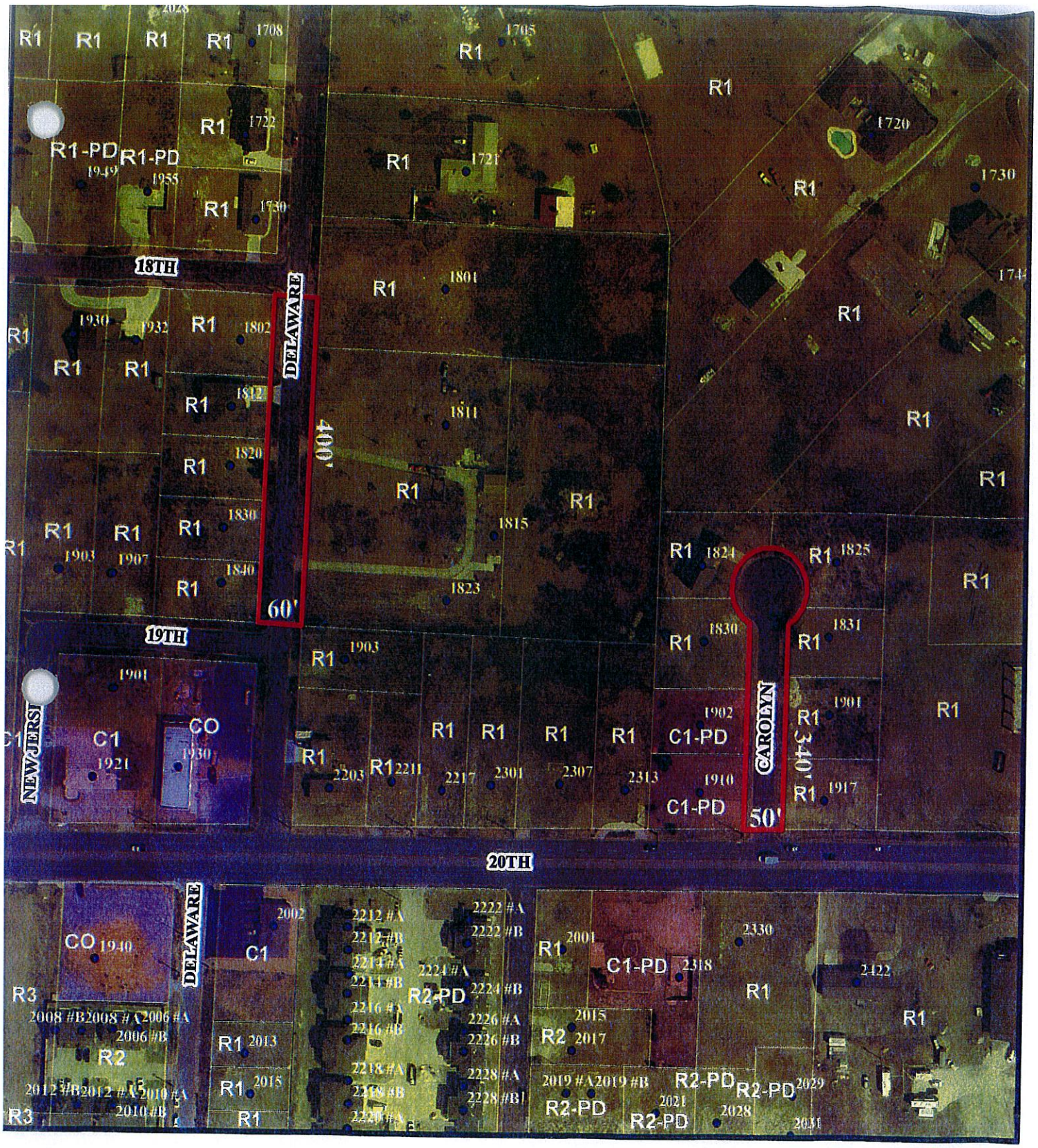
THIS SHEET OF

BOUNDARY SURVEY

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI

DRAWING NO. 307-160-3000

SHEET NUMBER 1 OF 1 SHEETS



0 150 300 600 900 1,200 Feet

Case 048-14: A request for the vacation of street right-of-way for Delaware Avenue between 18th and 19th Streets, and all of Carolyn Place north of 20th Street. - Charles Kuehn

N

Case 048-14: North of 20th Street between Delaware Avenue and Carolyn Place – A request for the vacation of public street right-of-ways, including Delaware Avenue between 18th and 19th Streets and all of Carolyn Place – Charles Kuehn.

Mr. Eastman opened the public hearing for Case 048-14.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared to request the vacation of Delaware Avenue between 18th and 19th Streets and all of Carolyn Place. He stated that commercial traffic cannot be dumped onto residential streets, so he plans to direct the traffic away from Delaware Avenue or 18th Street to protect those residents. The theater is also sitting on top of Delaware.

Mr. Eastman asked Mr. Kuehn if he owns the house at 1812 Delaware, and he replied yes. Next month he plans to vacate New Jersey Avenue and part of 19th Street. He will vacate all the utility easements at a later date as well, once he knows where the new utilities are coming in.

Mr. Eastman asked Mr. Kuehn if he owns the house at 1824 Carolyn Place, and he replied yes.

Mr. Ramsour asked Mr. Kuehn if Delaware Avenue will remain open between 19th and 20th Streets. He replied yes, since a commercial building currently sits on Delaware.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 048-14.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 048-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. DUNCAN ABSTAINING; AND WITH MR. CORTEZ BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-282
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander T.B. Date: 11-24-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm Date: 11/24/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 049-14: East of Prigmore Avenue between I-44 and East Alliance Parkway – A request to voluntarily annex 61.47 acres into the corporate limits of the City of Joplin, Missouri – Joplin Industrial Development Authority.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex a 61.47 acres tract of land at the southeast corner of I-44 and Prigmore Road. This property is located on the northeast side of the Crossroads Industrial Park and will be easily accessible to I-44 once the Prigmore Road interchange is complete.

Staff recommends approval of Case 049-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Tonya Sprenkle appeared representing the Joplin Industrial Development Authority to voluntarily annex this property into the City of Joplin.

PUBLIC COMMENT:
None.

P & Z Case 049-14
Joplin Industrial Development Authority
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-282 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property east of Prigmore Avenue between Interstate 44 and East Alliance Parkway in Jasper County, Missouri.

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

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

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

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

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

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

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

A tract of land in the Northwest 1/4 of Section 14, Township 27 North, Range 32 West of the 5th Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the West Quarter-Corner of Said Section 14; thence North 01 degrees 38 minutes 53 seconds East along the West line of Section 14, a distance of 94.48 feet; thence South 88 degrees 21 minutes 07 seconds East, 35.00 feet to the intersection of the North right-of-way line of East Alliance Parkway with the East right-of-way line of Prigmore Avenue (Country Road 190), the Point of Beginning; thence North 01 degrees 38 minutes 46 seconds East along Prigmore Avenue right-of-way, 1579.88 feet; thence South 88 degrees 20 minutes 38 seconds East, 45.00 feet to the

Northwest corner of the Schaumburg tract; thence South 01 degrees 38 minutes 46 seconds West, 609.96 feet to the Southwest corner of the Schaumburg tract; thence South 88 degrees 21 minutes 07 seconds East, 389.68 feet to the Southeast corner of the Schaumburg tract; thence North 01 degrees 38 minutes 53 seconds East, 609.91 feet to the Northeast corner of the Schaumburg tract; thence North 88 degrees 20 minutes 38 seconds West along the North line of the Schaumburg tract, 118.56 feet to the Southeast corner of the Homer Martin tract as recorded in Book 1960 at Page 786; thence North 01 degrees 39 minutes 22 seconds East, 290.02 feet to the Northeast corner of said Martin tract; thence North 88 degrees 20 minutes 38 seconds West along the North line of said Martin tract, 252.62 feet to a point on the relocated Southeasterly right-of-way line of I-44; thence North 36 degrees 21 minutes 28 seconds East along said relocated right-of-way, 457.91 feet; thence North 78 degrees 16 minutes 34 seconds East along said relocated right-of-way, 169.42 feet; thence North 89 degrees 11 minutes 31 seconds East along said relocated right-of-way, 235.66 feet; thence North 62 degrees 59 minutes 22 seconds East along said relocated right-of-way, 487.24 feet to a point on the West line of the Ronald Born tract; thence South 01 degrees 11 minutes 53 seconds West, 676.83 feet to the Southwest corner of said Born tract; thence South 88 degrees 48 minutes 07 seconds East, 431.27 feet to the Southeast corner of said Born tract; thence North 01 degrees 11 minutes 53 seconds East, 273.01 feet to the Northeast corner of said Born tract; thence South 88 degrees 48 minutes 07 seconds East along the South right-of-way line of Apple Road, 279.75 feet to the Northwest corner of the Diane M. Volk Trust tract as described in Book 1823 at Page 1753; thence South 01 degrees 41 minutes 48 seconds West along the Westerly line of said tract, 1285.43 feet; thence North 88 degrees 51 minutes 28 seconds West along the Westerly line of said tract, 531.98 feet; thence South 01 degrees 41 minutes 01 seconds West along the Westerly line of said tract and an extension thereof, 1313.13 feet to a point on the North right-of-way line of East Alliance Parkway; thence North 84 degrees 23 minutes 27 seconds West along said right-of-way, 80.19 feet to the Southeast corner of a tract as recorded in Book 2016 at Page 997; thence North 01 degrees 38 minutes 53 seconds East, 406.87 feet to the Northeast corner of said tract; thence North 88 degrees 21 minutes 07 seconds West, 1169.04 feet to the Northwest corner of the Missouri American Water Company tract as recorded in Book 1622 at Page 1453; thence South 01 degrees 38 minutes 53 seconds West along the West line of said tract, 330.00 feet to a point on the North right-of-way line of East Alliance Parkway; thence North 88 degrees 21 minutes 07 seconds West along said right-of-way, 45.00 feet to the Point of Beginning. Containing 61.47 acres, more or less. Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of February 1, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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.

The Industrial Development Authority of the City of Joplin

Rob O'Brian, Vice-pres

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 13 day of October 2014, before me appeared Rob O'Brian, to me known to be the Vice President of the Industrial Development Auth., 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 Rob O'Brian acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

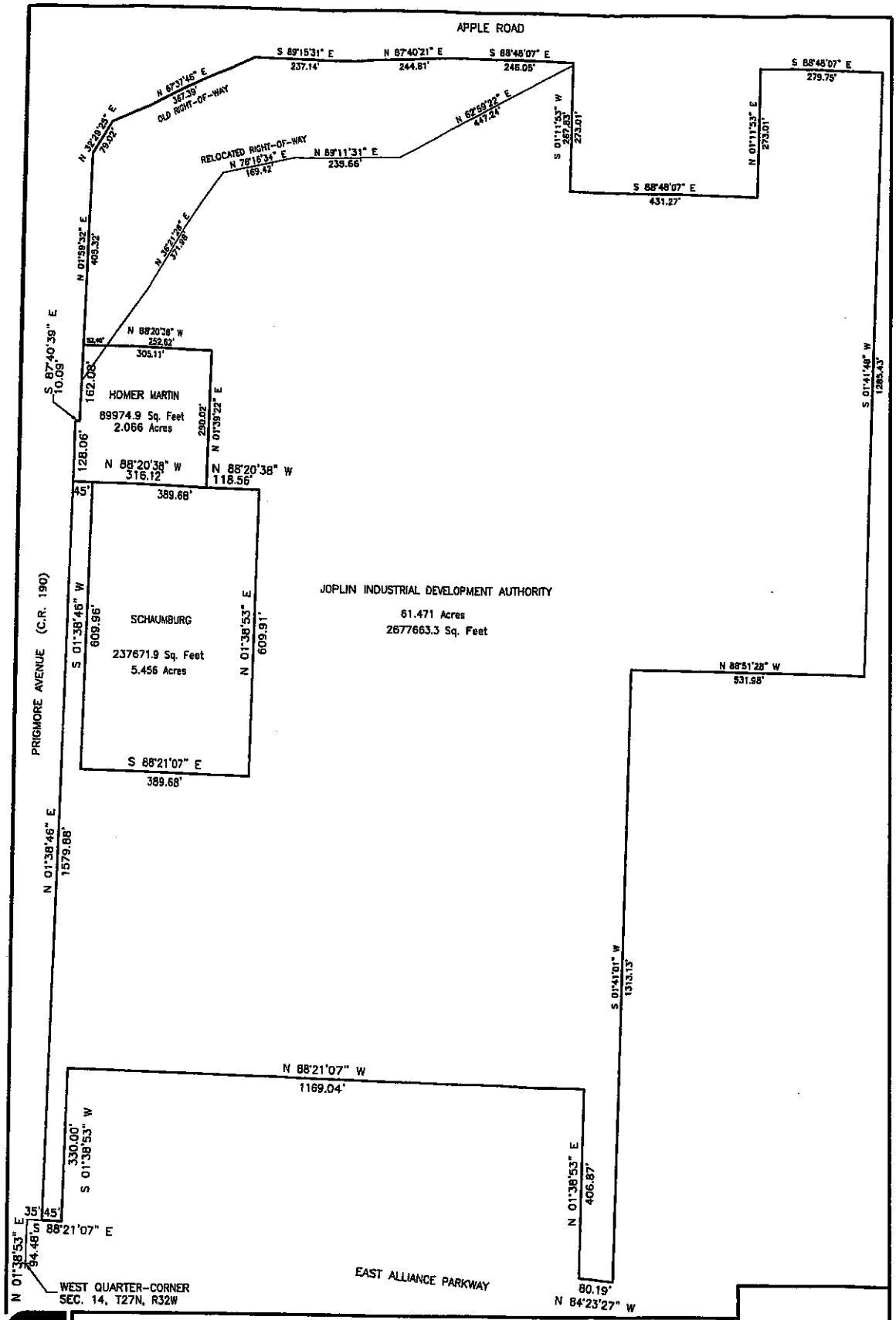
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 5-6-17.

Cynthia R Weiss

CYNTHIA R. WEISS
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: May 06, 2017
Commission Number: 13692192

Notary Public



CROSSROADS EAST ANNEXATION

DATE:	REVISION:

DWN. BY: MDS
CKD. BY:
APPD. BY:
DATE: 5/21/2014

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

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

DWG. NO.

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Voluntary Annexation

CASE 049-14:

A request to voluntarily annex 61.47 acres located East of Prigmore Road between Interstate 44 and E. 26th Street/Alliance Parkway.

LOCATION: Southeast corner of I-44 & Prigmore Road

APPLICANT: Joplin Industrial Development Authority

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	61.47 acres

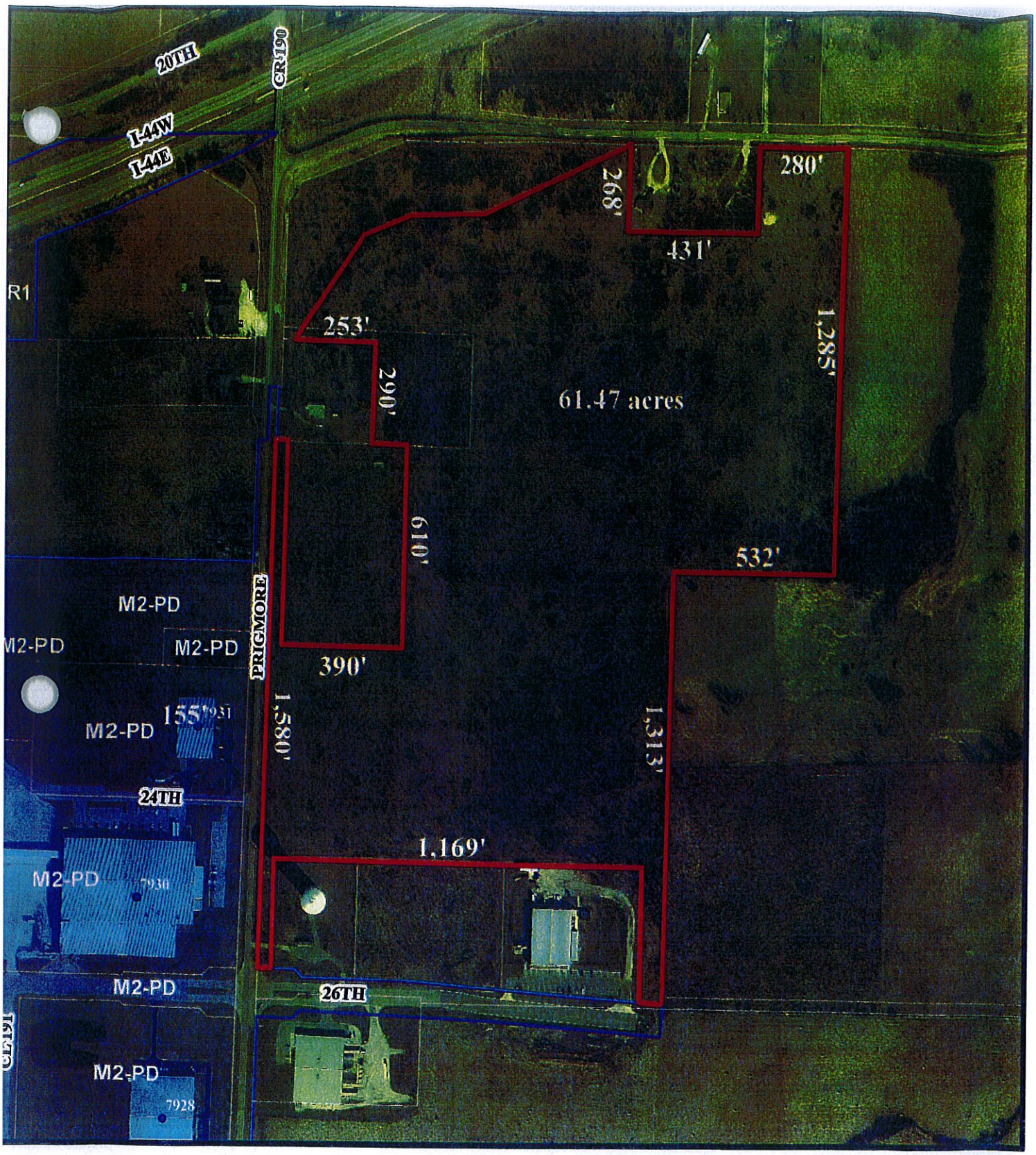
DISCUSSION

The applicant is requesting to voluntarily annex a 61.47 acres tract of land at the southeast corner of I-44 and Prigmore Road. This property is located on the northeast side of the Crossroads Industrial Park and will be easily accessible to I-44 once the Prigmore Road interchange is complete.

Staff recommends approval of Case 049-14.

ENCLOSURES:

Survey of area to be annexed



C[illegible] 049-14: A request to voluntarily annex into the Corporate Limits of the City of Joplin, Missouri, a 61.47 acre tract of land located East of Prigmore Road between I-44 and E. 26th Street/Alliance Parkway. - Joplin Industrial Development Authority

N

Case 049-14: East of Prigmore Avenue between I-44 and East Alliance Parkway – A request to voluntarily annex 61.47 acres into the corporate limits of the City of Joplin, Missouri – Joplin Industrial Development Authority.

Mr. Duncan returned to the dais at this time. Mr. Eastman opened the public hearing for Case 049-14.

Ms. Tonya Sprenkle, 7994 Timber Ridge Drive, Seneca, Missouri, is the secretary for the Joplin Industrial Development Authority and vice-president of the Joplin Area Chamber of Commerce. They feel this is the right time to annex the property in this request into the City of Joplin.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 049-14.

MR. RAMSOUR MOVED, SECONDED BY MR. BROWN, THAT CASE 049-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 1, 2014

Item: COUNCIL BILL NO. 2014-283
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander T.B Date: 11-24-14
City Attorney: Peter C. Edwards PE Date: 11/24/14
City Manager: Samuel L. Anselm Date: 11/24/14
Board or Commission: Planning and Zoning Commission Date: 11/10/2014

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

SUMMARY/REQUEST:
Case 046-14: Southeast corner of 26th Street and Oliver Avenue – A request for the review of a final plat for "Schuber's Valley" – Schuber-Mitchell Homes.

STAFF SUMMARY:
The final plat is for Schuber's Valley, a three lot residential subdivision. The subject property is part of Hesseltine's Second Subdivision, which was never recorded. Therefore, any change to the existing property lines requires a subdivision plat. An existing sewer line runs between Lots 2 and 3 to the property to the east. A 20 foot utility easement has been dedicated for the sewer line, as well as any other utilities that need connections to the rear of the lots.

Staff recommends approval of Case 046-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerrod Hogan, Anderson Engineering, appeared representing Schuber-Mitchell Homes to request approval of the final plat for Schuber's Valley. This small subdivision contains three lots.

PUBLIC COMMENT:
None.

P & Z Case 046-14
Schuber-Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-283 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat of SCHUBER'S VALLEY located at the southeast corner of 26th Street and Oliver Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for SCHUBER'S VILLAGE in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of SCHUBER'S VILLAGE, described as follows:

> A parcel of land lying in the Southeast Quarter of Section 16, Township 27 North, Range 33 West, Jasper County, Missouri, being more particularly described as follows: Commencing at the center of Section 16, Township 27 North, Range 33 West, Jasper County, Missouri; thence along center Section line, South 89 degrees 21 minutes 45 seconds East, 29.46 feet; thence leaving said center Section line, South 00 degrees 38 minutes 15 seconds West, 25.00 feet, to the South right-of-way of 26th Street and the point of beginning; thence along said South right-of-way, South 89 degrees 21 minutes 45 seconds East, 115.00 feet; thence leaving said South right-of-way, South 01 degrees 53 minutes 50 seconds West, 200.00 feet; thence North 89 degrees 21 minutes 42 seconds West, 120.00 feet, to the East right-of-way of Oliver Avenue; thence along said East right-of-way, North 01 degrees 53 minutes 50 seconds East, 195.00 feet; thence North 46 degrees 15 minutes 57 seconds East, 7.15 feet, to the point of beginning. All lying in the Southeast Quarter of Section 16, Township 27 North, Range 33 West, Jasper County, Missouri. Containing 0.55 acres, more or less. Bearing based on Grid North of the Missouri Coordinate System of 1983, West Zone.

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

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

Council Bill No. 2014-283

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
10-3-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Return Form To:
Municipal Planner
Municipal Building
303 East Main
P. O. Box 1355
Joplin, Missouri 64802
417-624-0820

Subdivision No.: 046-14
Date Filed: 10-3-14
Date of Meeting: 11-10-14/12-1-14
Fee: $0
Deposit: —

I. Name of Subdivision: Schuber's Valley

II. Name of Owner: Schuber-Mitchell Homes

III. Name of Sub divider: Schuber-Mitchell Homes

IV. Name of Person who prepared the Plat? Anderson Engineering INC.

V. Date of Hearing: _____

VI. Location of Property by Streets: 26th and Oliver

VII. Present Zoning of Property R-1

VIII. Present Uses of Property Vacant

IX. No. of Acres I Total Tract 0.55± No. of Lots 3

Instructions:

The following checklist is to be completed by the Zoning Administrator and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation must accompany this checklist.

X. Does the Final Plan show the following information?	Yes	No
A. Name of the subdivision.	X	

Trevor Byrd

10-3-14

B.	Location of section township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	
C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	X	
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	X	
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	X	
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	X	
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning Commission.		N/A
I.	Building setback lines on the front and side streets with dimensions.	X	
J.	Name and address of the registered land surveyor preparing the plat.	X	
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	X	
L.	Statement dedicating all easements, streets, alleys, and all other areas are not previously dedicated.	X	

XI. Was the original on Mylar, tracing cloth, or similar material, and were 10 copies submitted? ____ ____ N/A

XII. Have all acknowledgments been signed? X ____

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ____ ____

C. Engineer, surveyor or person preparing plat. ____ ____

D. Zoning Administrator and County Collector. ____ ____

} @ time of final recording

XII. Title Opinion:

A. Submitted (Date)_____ ____ ____

B. Have all owners and mortgager signed plat? ____ ____

} @ time of final recording

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ____ X

B. If so, has a copy been submitted? ____ ____ N/A

XV. How has the installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets			
Water			
Sewer			
Sidewalks			
Other, As required			
1.			
2.			
3.			

N/A

XVI Are additional comments attached? ____ ____

Z&P Meeting: November 10, 2014
City Council Meeting: December 1, 2014

STAFF PLANNING REPORT
Final Plat

CASE 046-14:

Final Plat review for "Schuber's Valley."

NAME OF SUBDIVISION: Schuber's Valley

LOCATION: Southeast corner of 26th & Oliver

APPLICANT: Schuber-Mitchell Homes & Anderson Engineering

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant (former single-family home)

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-Family	Single-Family	Single-Family	Single-Family

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
3	7,800 ft²	8,385 ft²	7,995 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Oliver Avenue	Collector	50'
W. 26th Street	Collector	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

The proposed subdivision complies with the City's Subdivision Regulations, including minimum lot width and size.

DISCUSSION

The final plat is for Schuber's Valley, a three lot residential subdivision. The subject property is part of Hesseltine's Second Subdivision, which was never recorded. Therefore, any change to the existing property lines requires a subdivision plat. An existing sewer line runs between Lots 2 and 3 to the property to the east. A 20 foot utility easement has been dedicated for the sewer line, as well as any other utilities that need connections to the rear of the lots.

Staff recommends approval of Case 046-14.

ENCLOSURES:
Final Plat



0 45 90 180 270 360 Feet

C 046-14: A request to review a Final Plat for Schuber's Valley, a 3 lot single-family subdivision, at the southeast corner of 26th Street and Oliver Avenue. - Schuber-Mitchell Homes

N

Case 046-14: Southeast corner of 26th Street and Oliver Avenue – A request for the review of a final plat for "Schuber's Valley" – Schuber-Mitchell Homes.

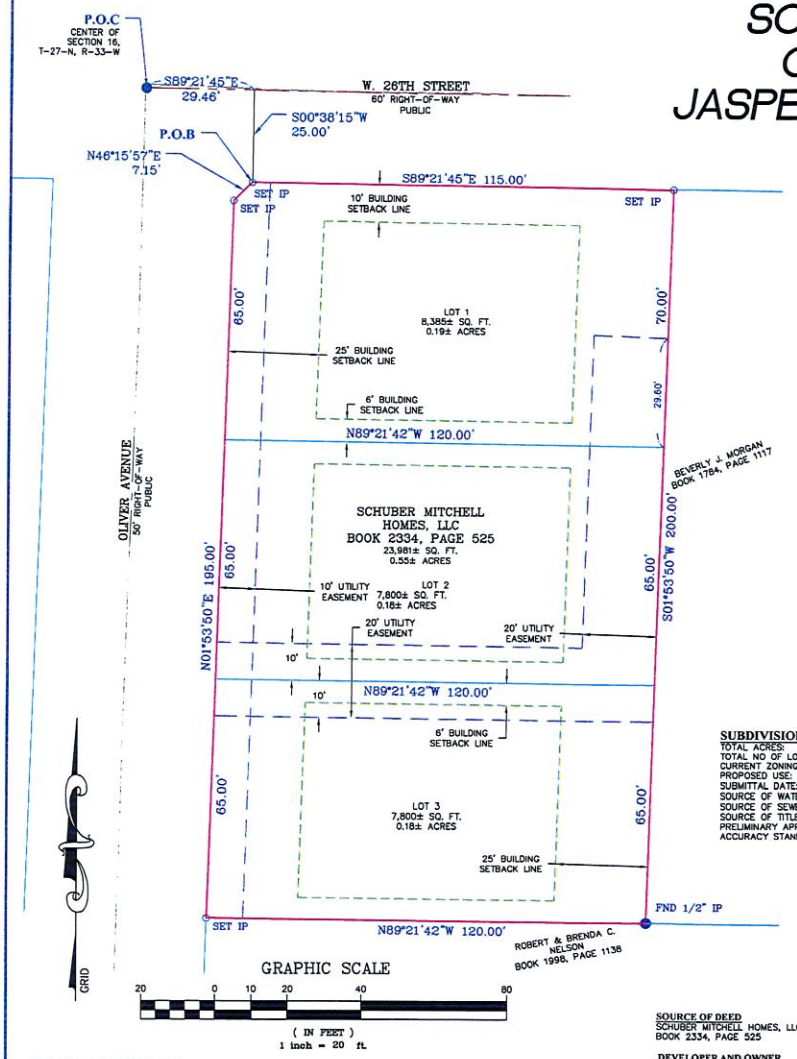
Mr. Eastman opened the public comment period for Case 046-14.

Mr. Jerrod Hogan, Anderson Engineering, 811 East Third Street, Joplin, appeared to present the final plat for Schuber's Valley.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 046-14.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 046-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; WITH MR. CORTEZ BEING ABSENT (6 IN FAVOR, 1 ABSENT).

FINAL PLAT OF SCHUBER'S VALLEY CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH

SECTION 16
T 27 N, R 33 W
SCALE: 1"=2000'

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG CENTER SECTION LINE, SOUTH 89°21'45" EAST, 29.46 FEET; THENCE LEAVING SAID CENTER SECTION LINE, SOUTH 00°38'15" WEST, 25.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF 26TH STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89°21'45" EAST, 115.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 01°53'50" WEST, 200.00 FEET; THENCE NORTH 89°21'42" WEST, 120.00 FEET, TO THE EAST RIGHT-OF-WAY OF OLIVER AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 01°53'50" EAST, 195.00 FEET; THENCE NORTH 46°15'57" EAST, 7.15 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 0.55 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

SUBDIVISION INFORMATION

TOTAL ACRES:	0.55±
TOTAL NO OF LOTS:	3
CURRENT ZONING:	R-1
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SUBMITTAL DATE:	10-3-14
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2334, PG 525
PRELIMINARY APPROVAL:	X-XX-XX
ACCURACY STANDARD:	URBAN

LEGEND

●FND IP	FOUND IRON PIN
○SET IP	SET IRON PIN
———	PROPERTY LINE
— — —	CENTER LINE

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS,
THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR SUBURBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE OCTOBER 3, 2014
ANDERSON ENGINEERING, INC. L.C. 62
by

JERROD L. HOGAN
MO P.L.S. NO. 2004001333

10-3-14
DATE

SOURCE OF DEED
SCHUBER MITCHELL HOMES, LLC
BOOK 2334, PAGE 525

DEVELOPER AND OWNER
SCHUBER-MITCHELL HOMES
1621 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
BRYAN OSBORN, P.E.
JERROD L. HOGAN, P.L.S.

ZONING INFORMATION
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0255F, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IN FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0255E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

CITY APPROVAL
THIS PLAT OF SCHUBER'S VALLEY, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____ OF JOPLIN, MISSOURI.

MICHAEL L. SEIBERT-MAYOR

ATTEST:

BARBARA L. HOGELIN
CITY CLERK

NICHOLAS A. HEATHERLY
PUBLIC WORKS DIRECTOR

CERTIFICATE OF RECORDING
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, DONNA GROVE, RECORDER OF JASPER COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____ DAY OF _____, 20____ A.D. _____ O'CLOCK _____ MIN. _____ M. DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____ AT PAGE _____ IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT CARTHAGE, MISSOURI, THIS ____ DAY OF _____ 20____

DONNA GROVE
RECORDER

DEPUTY

CERTIFICATE OF PLANNING AND ZONING COMMISSION
THIS PLAT OF SCHUBER'S VALLEY HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 20____

KENT EASTMAN
CHAIRMAN

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL. IN WITNESS WHERE OF, I, DAMAN SCHUBER, MEMBER OF SCHUBER-MITCHELL HOMES, LLC, HAVE HEREUNTO SET MY HAND,
THIS _____ DAY OF _____ 201__

(Signed)_____
DAN MITCHELL, MEMBER
SCHUBER-MITCHELL HOMES, LLC
1621 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

ANDERSON ENGINEERING, INC
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7299

DRAWN: SLM DATE: 10-1-14
CHECKED: JLH JOB NO: 80096-14

JOP 100-3642
SHT. 1 OF 1 REV.___

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

Item: COUNCIL BILL NO. 2014-284
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:
Board or Commission: Planning and Zoning Commission	Date: 12/8/2014

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

SUMMARY/REQUEST:
Case 054-14: South of 20th Street to 25th Street; East of Grand Avenue to Indiana Avenue - A request for the review of a final plat for the "Joplin High School Subdivision" – Joplin R-VIII School District.

STAFF SUMMARY:
The final plat is for Joplin High School Subdivision. Joplin R-VIII wants to consolidate the existing and the new property they acquired to construct the new high school campus and sports facilities.

Staff recommends approval of Case 054-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Chris Erisman, Allgeier-Martin and Associates, appeared representing Joplin School District to request the review of the final plat for Joplin High School Subdivision.

PUBLIC COMMENT:
None.

Z&P Meeting: December 8, 2014
City Council Meeting: January 5, 2015

STAFF PLANNING REPORT
Final Plat

CASE 054-14:

Final Plat review for "Joplin High School Subdivision"

NAME OF SUBDIVISION: Joplin High School Subdivision

LOCATION: Between 20th St. & 25th St. and between Grand Ave. and Indiana Ave.

APPLICANT: Joplin R-VIII School District

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Joplin High School Campus

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1 & R-2	R-1	R-1	R-1
Land Use	Single-Family & Commercial	Single-Family	Single-Family	Single-Family

SUBDIVISION:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 20th St.	Arterial	Approx. 80'
Grand Ave.	Local	60'
Indiana Ave.	Collector	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: Utilities currently serve the area and proposed subdivision.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

The proposed subdivision complies with the City's Subdivision Regulations, including minimum lot width and size.

DISCUSSION

The final plat is for Joplin High School Subdivision. Joplin R-VIII wants to consolidate the existing and the new property they acquired to construct the new high school campus and sports facilities.

Staff recommends approval of Case 054-14.

ENCLOSURES:
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: Case 054-14
Date Filed: _____
Date of Meeting: _____
Fee: _____

Return Form To:
Planning and Community Development Manager
City of Joplin
602 South Main Street
Joplin, MO 64801
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: JOPLIN HIGH SCHOOL SUBDIVISION

II. Name of Owner: JOPLIN R-VIII SCHOOL DISTRICT

III. Name of Subdivider: JOPLIN R-VIII SCHOOL DISTRICT

IV. Name of Person who prepared the Plat: Allgeier, Martin and Associates / Monnie Sears LS-2422

V. Date of Hearing: _____

VI. Location of Property by Streets: SOUTH of 20TH STREET, WEST of INDIANA AVENUE

VII. Present Zoning of Property R-1

VIII. Present Uses of Property HIGH SCHOOL and VO-TECH

IX. No. of Acres in Total Tract 65.14 No. of Lots 2

Instructions: _____ 11/20/2014
Signature Date

The following checklist is to be completed by the Planning and Community Development Manager and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	X	___
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	___

		Yes	No
C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	X	
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	X	
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	X	
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	X	
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.		
I.	Building setback lines on the front and side streets with dimensions.	X	
J.	Name and address of the registered land surveyor preparing the plat.	X	
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	X	
L.	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	X	
XI.	Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?	X	

		Yes	No
XII.	Have all acknowledgments been signed?		
	A. Owner or owners and all mortgager.	___	___
	B. Dedications or reservations.	___	___
	C. Surveyor preparing plat.	___	___
XII.	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?	___	X
XIII.	Deed Restrictions:		
	A. Are any deed restrictions planned for subdivision?	___	X
	B. If so, has a copy been submitted?	___	___

WAITING TO SEE IF REVISIONS ARE NEEDED BEFORE I GET SIGNATURES

CAN BE PROVIDED ON REQUEST

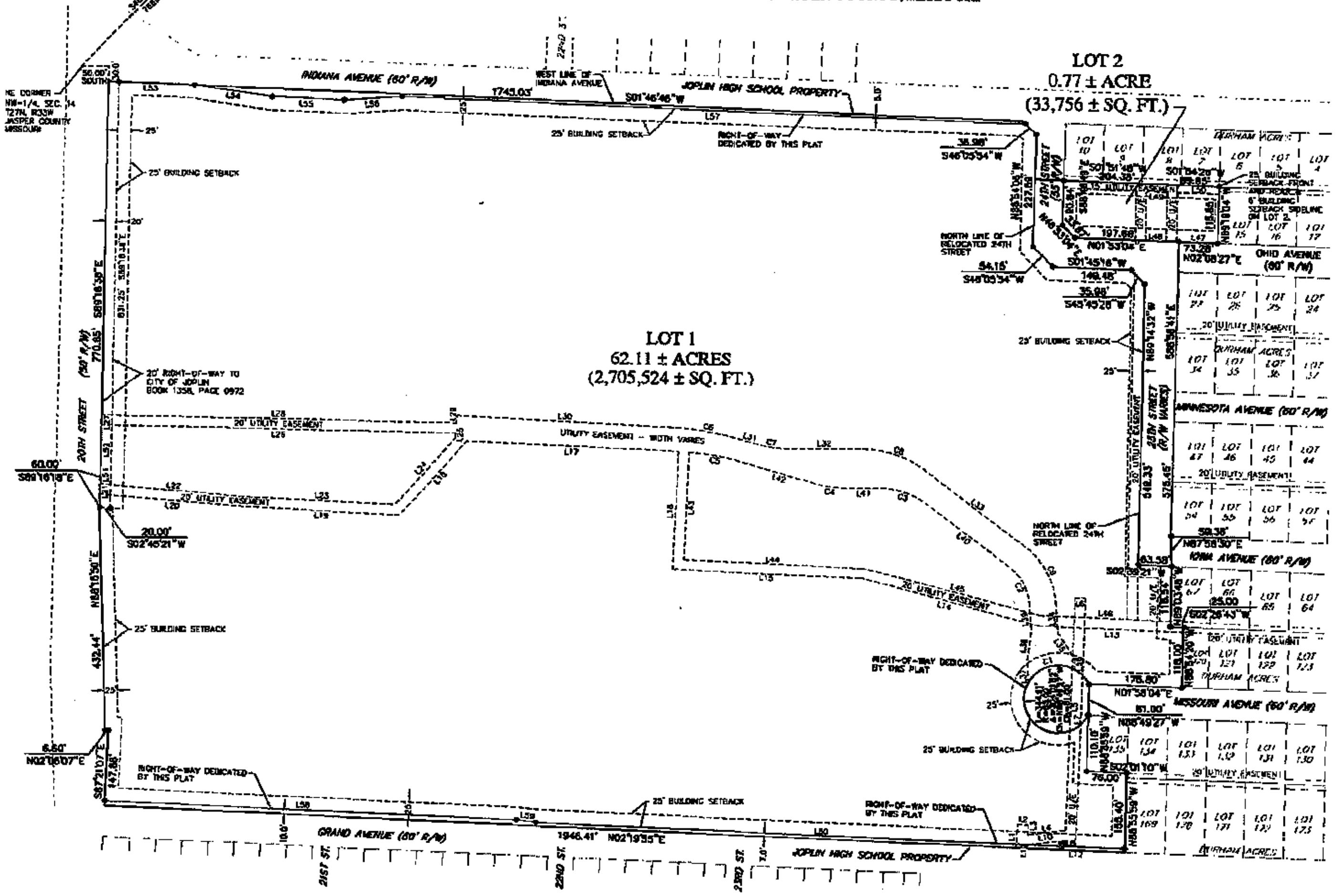
XIV. How has installation of the following improvement been guaranteed?

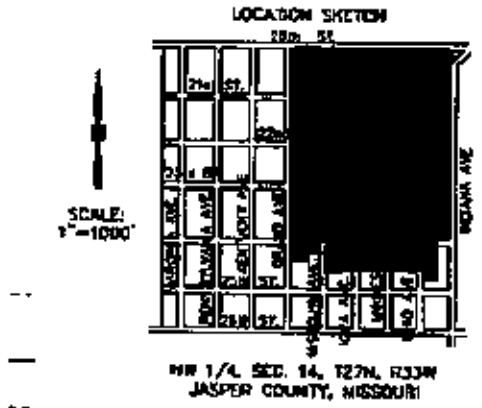
	Construction	Bond	Petition(%)
Streets	X	___	___
Water	X	___	___
Sewer	___	___	___
Sidewalks	X	___	___
Other, as required			
1. ___	___	___	___
2. ___	___	___	___
3. ___	___	___	___

XV. Are additional comments attached? ___ ___

JOPLIN HIGH SCHOOL SUBDIVISION

A SUBDIVISION IN SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST
IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI





SCALE: 1"=100'

100 50 0 100

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

LEGEND

• SET IRON PIN

LINE TABLE

LINE	BEARING	DISTANCE
L1	N87°15'01" W	65.37
L2	N02°46'59" E	20.00
L3	S87°13'01" E	18.39
L4	N07°06'28" W	23.63
L5	N88°05'30" W	452.75
L6	N01°56'30" E	20.00
L7	S88°03'30" E	464.64
L8	S01°56'30" W	20.00
L9	N88°03'30" W	11.64
L10	S07°06'28" E	23.14
L11	S87°13'01" E	6.87
L12	N02°18'28" E	165.63
L13	N02°17'34" E	275.91
L14	N14°53'31" E	347.92
L15	N02°24'44" E	357.80
L16	S87°19'36" E	231.76
L17	N02°33'42" E	405.02
L18	N49°22'43" W	192.41
L19	N02°31'40" E	290.86
L20	N04°34'59" E	275.03
L21	S88°16'18" E	20.05
L22	S02°14'59" W	280.00
L23	S02°31'43" W	265.90
L24	S49°22'43" E	173.42
L25	S87°03'57" E	9.43
L26	N02°30'35" E	439.02
L27	S87°16'38" E	20.00
L28	S02°30'35" W	480.50
L29	S87°03'57" E	15.53
L30	S02°30'09" W	415.00
L31	S86°11'15" W	32.49
L32	S02°00'09" W	142.20
L33	S38°14'52" W	236.14
L34	S86°20'30" W	24.07
L35	S57°48'17" W	60.72
L36	S88°34'08" W	21.47
L37	N85°34'05" E	61.30
L38	S82°30'05" E	68.86
L39	N88°29'30" E	48.96
L40	N38°14'52" E	192.22
L41	N00°00'09" E	87.40
L42	N16°11'15" E	145.51
L43	N87°39'55" W	231.60
L44	S02°24'44" W	340.11
L45	S14°53'31" W	347.97
L46	S02°17'34" W	248.27
L47	N02°07'28" E	78.17
L48	N01°53'04" E	38.67
L49	N01°54'48" E	38.77
L50	N01°54'26" E	78.03
L51	N89°16'18" W	15.33
L52	S89°16'38" E	18.94
L53	S01°46'46" W	165.00
L54	S27°48'17" W	150.23
L55	S01°52'57" W	137.95
L56	S83°52'33" E	111.15
L57	S01°46'46" W	1182.19
L58	S02°20'18" W	769.01
L59	S06°57'48" W	57.21
L60	S02°20'18" W	1120.11

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	102.44	65.00	90°17'45"	N45°51'40" W	92.16
C2	90.38	107.31	48°14'38"	N62°22'11" E	87.71
C3	93.45	140.00	38°14'43"	N19°07'30" E	91.73
C4	56.50	200.00	16°11'06"	N08°05'42" E	56.31
C5	106.36	500.00	12°11'24"	N10°24'56" E	106.15
C6	128.05	545.00	13°15'00"	S09°33'42" W	127.77
C7	56.60	200.00	16°11'06"	S08°05'42" W	56.31
C8	133.50	200.00	38°14'43"	S19°07'30" W	131.04
C9	132.49	157.31	48°14'38"	S62°22'11" W	128.58

NOTE:

ALL PRE-EXISTING STREETS, ALLEYS, EASEMENTS AND BUILDING SETBACKS WITHIN THE BOUNDARY OF THE SUBDIVISION ARE VACATED BY THIS PLAT.

SURVEYOR'S DECLARATION:

ON THE 24TH DAY OF NOVEMBER, 2014 THE HEREON PLATTED AND DESCRIBED SURVEY WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ALLGEIER, MARTIN & ASSOCIATES
BY MONNIE SEARS (AGENT)

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

SIGNATURE IN BLUE INK
SEAL IN RED INK

THE ACCURACY STANDARD THAT APPLIES TO THIS SURVEY IS FOR TYPE URBAN PROPERTY. (SURVEYOR DOES NOT CERTIFY AS TO ACTUAL USE OF PROPERTY)

MONNIE SEARS LS 2422
ALLGEIER, MARTIN AND ASSOCIATES
7231 EAST 24TH STREET
JOPLIN, MO 64804
PH: 417-680-7200

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS · HYDROLOGISTS · SURVEYORS
7231 EAST 24TH ST. JOPLIN, MISSOURI 64804 (417) 680-7200

DATE	REVISION

DWN BY BF · CKD BY MDS · APPD BY MDS · DATE 11/24/2014

JOPLIN HIGH SCHOOL SUBDIVISION

SECTION 14, T27N, R33W — JASPER COUNTY, MO

DWG NO. 1 OF 2

JOPLIN HIGH SCHOOL SUBDIVISION

A SUBDIVISION IN SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST
IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT _____ OWNERS OF JOPLIN HIGH SCHOOL SUBDIVISION, IN JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS, STREETS AND EASEMENTS AS SHOWN HEREON AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS, AS SHOWN, TO THE PUBLIC FOREVER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS ___ DAY OF _____, 20____.

_____
NAME:

STATE OF MISSOURI }
} SS
COUNTY OF JASPER }

ON THIS ___ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ TO ME KNOWN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR OWN ACT AND DEED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN _____, SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES:

PLANNING AND ZONING APPROVAL:

APPROVAL OF THE PLANNING AND ZONING COMMISSION ON THIS ___ DAY OF _____, 20____.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY APPROVAL:

I, _____, CITY CLERK OF JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF JOPLIN HIGH SCHOOL SUBDIVISION IN JOPLIN, WAS FILED WITH SAID CITY FOR APPROVAL ON THE ___ DAY OF _____, 20____ AND THAT THE SAME WAS APPROVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF JOPLIN BY ORDINANCE #_____, DULY PASSED AND APPROVED BY THE MAYOR ON THE ___ DAY OF _____, 20____.

_____ _____ _____
CITY CLERK MAYOR CITY ENGINEER

COUNTY COMMISSIONER'S CERTIFICATE:

APPROVED BY THE JASPER COUNTY COMMISSIONER THIS ___ DAY OF _____, 20____.

_____
COUNTY COMMISSIONER

NOTE: APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY FOR ANY CONSTRUCTION OR MAINTENANCE COSTS FOR THE STREET OR ANY OTHER EXPENSE CONNECTED TO THE DEVELOPMENT OF THE SUBDIVISION.

RECORDER OF DEEDS:

I, CHARLOTTE PICKERING, RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF JOPLIN HIGH SCHOOL SUBDIVISION WAS, ON THE ___ DAY OF _____, 20____, AT _____ O'CLOCK AND _____ MINUTES ____ M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN SURVEY RECORD BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CARTHAGE, MO., ON THE DAY AND YEAR AFORESAID.

CHARLOTTE PICKERING, RECORDER

BY _____ DEPUTY

UTILITY NOTE:

UNDERGROUND UTILITIES DEPICTED ON THIS PLAT WERE LOCATED BY OTHER PARTIES PURSUANT TO THE MISSOURI ONE CALL SYSTEM. SAID UTILITIES ARE SHOWN FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF SAID UTILITY LOCATIONS. ONLY PUBLIC UTILITIES ARE MARKED UNDER THE MISSOURI ONE CALL SYSTEM. THERE MAY EXIST OTHER UTILITIES.

DESCRIPTION OF LAND BEING RE-PLATTED:

TRACT 1 [ORIGINAL HIGH SCHOOL TRACT]

A TRACT OF LAND DESIGNATED AS THE "JOPLIN HIGH SCHOOL" TRACT ON THE PLAT OF DURHAM ACRES, A SUBDIVISION IN THE NW-1/4 OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW-1/4 IN THE INTERSECTION OF INDIANA AVENUE AND 20TH STREET; THENCE SOUTH 80 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY, 30 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF INDIANA AVENUE, THE POINT OF BEGINNING; THENCE S01°44'W ALONG THE WEST RIGHT-OF-WAY LINE OF INDIANA AVENUE, 1726.18 FEET (MEASURED) [RECORD = 1727.0 FEET TO ORIGINAL RIGHT-OF-WAY] TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE N89°54'08"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET, 809.22 FEET (MEASURED) [RECORD = 808.0 FEET] TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF IOWA AVENUE; THENCE N00°05'52"E ALONG THE EAST RIGHT-OF-WAY LINE OF IOWA AVENUE, 1721.75 FEET (MEASURED) TO THE INTERSECTION WITH THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET [RECORD = 1728.0 FEET TO THE ORIGINAL RIGHT-OF-WAY]; THENCE S89°16'30"E ALONG THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET, 770.89 FEET (MEASURED) [RECORD = 772.1 FEET] TO THE POINT OF BEGINNING.

CONTAINING 32.0 ACRES, MORE OR LESS;

TOGETHER WITH THE ADJOINING VACATED PORTIONS OF IOWA AVENUE AND 24TH STREET.

TRACT 2 [ORIGINAL FRANKLIN TECH CENTER]

ALL OF LOTS 92 THROUGH 105 INCLUSIVE AND ALL OF LOTS 148 THROUGH 159 INCLUSIVE, IN DURHAM ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI;
TOGETHER WITH THE ADJOINING VACATED PORTIONS OF IOWA AVENUE, MISSOURI AVENUE AND 22ND STREET;
EXCEPT THAT PART OF LOTS 93, 94 AND 158 LYING WITHIN THE CURRENT RIGHT-OF-WAY OF 20TH STREET.

TRACT 3
ALL OF LOTS 28 THROUGH 35 INCLUSIVE,
ALL OF LOTS 48 THROUGH 53 INCLUSIVE,
ALL OF LOTS 69 THROUGH 81 INCLUSIVE,
ALL OF LOTS 108 THROUGH 119 INCLUSIVE, AND THE NORTH 20 FEET OF LOT 120;
LOT 136 EXCEPT THE SOUTH 2.0 FEET THEREOF, AND ALL OF LOTS 137 THROUGH 147 INCLUSIVE,
ALL OF LOTS 160 THROUGH 167 INCLUSIVE, AND LOT 168 EXCEPT THE SOUTH 1.0 FOOT THEREOF,
ALL IN DURHAM ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
TOGETHER WITH THE ADJOINING VACATED PORTIONS OF 24TH STREET, MISSOURI AVENUE, IOWA AVENUE AND MINNESOTA AVENUE.

TRACT 4
ALL OF LOTS 2 THROUGH 24 INCLUSIVE IN SCHIFFBAUCKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
TOGETHER WITH THE ADJOINING VACATED PORTIONS OF 21ST STREET, 22ND STREET AND 23RD STREET.

TRACT 5
ALL OF LOTS 11 THROUGH 13 INCLUSIVE, AND THE NORTH 25 FEET OF LOT 14 IN DURHAM ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

NOTE:

ALL PRE-EXISTING STREETS, ALLEYS, EASEMENTS AND BUILDING SETBACKS WITHIN THE BOUNDARY OF THE SUBDIVISION ARE VACATED BY CITY OF JOPLIN ORDINANCE #_____ RECORDED IN BOOK ____ AT PAGE _____ AND BY THIS PLAT.

SURVEYOR'S DECLARATION:

ON THE 24TH DAY OF NOVEMBER, 2014 THE HEREON PLATTED AND DESCRIBED SURVEY WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ALLGEIER, MARTIN & ASSOCIATES
BY MONNIE SEARS (AGENT)

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.

_____
SIGNATURE IN BLUE INK
SEAL IN RED INK

THE ACCURACY STANDARD THAT APPLIES TO THIS SURVEY IS FOR TYPE URBAN PROPERTY. (SURVEYOR DOES NOT CERTIFY AS TO ACTUAL USE OF PROPERTY)

MONNIE SEARS LS 2422
ALLGEIER, MARTIN and ASSOCIATES
7231 EAST 24TH STREET
JOPLIN, MO 64804
PH: 417-659-7200

NOTES:

OWNER:

JOPLIN R-VIII SCHOOL DISTRICT
3901 EAST 26TH STREET
JOPLIN, MISSOURI 64804

ZONED:

R-1

PROPOSED USE:

HIGH SCHOOL AND VOCATIONAL TECHNICAL SCHOOL

GROSS ACREAGE:

65.54 ACRES

DEDICATED STREET ACREAGE:

2.26 ACRES

NUMBER OF BUILDABLE LOTS:

2 LOTS

MAXIMUM LOT SIZE:

62.11 ACRES

MINIMUM LOT SIZE:

0.77 ACRE

AVERAGE LOT SIZE:

31.44 ACRES

THE UNDERSIGNED UTILITY COMPANIES HEREBY RELEASE ALL PRE-EXISTING EASEMENTS WITHIN THE BOUNDARY OF THIS SUBDIVISION:

MISSOURI GAS ENERGY APPROVAL:

APPROVED BY MISSOURI GAS ENERGY THIS ___ DAY OF _____, 20____.

_____
AUTHORIZED COMPANY REPRESENTATIVE

MISSOURI AMERICAN WATER APPROVAL:

APPROVED BY MISSOURI AMERICAN WATER THIS ___ DAY OF _____, 20____.

_____
AUTHORIZED COMPANY REPRESENTATIVE

CABLE ONE APPROVAL:

APPROVED BY CABLE ONE THIS ___ DAY OF _____, 20____.

_____
AUTHORIZED COMPANY REPRESENTATIVE

AT&T APPROVAL:

APPROVED BY AT&T THIS ___ DAY OF _____, 20____.

_____
AUTHORIZED COMPANY REPRESENTATIVE

EMPIRE DISTRICT ELECTRIC APPROVAL:

APPROVED BY EMPIRE DISTRICT ELECTRIC THIS ___ DAY OF _____, 20____.

_____
AUTHORIZED COMPANY REPRESENTATIVE

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS · HYDROLOGISTS · SURVEYORS
7231 EAST 24TH ST. JOPLIN, MISSOURI 64804 (417) 659-7200

DATE	REVISION

DWN BY	BF
CKD BY	MDB
APPD BY	MDB
DATE	11-24-2014

JOPLIN HIGH SCHOOL SUBDIVISION
SECTION 14, T27N, R33W JASPER COUNTY, MO

DWG NO
2 OF 2

Case 053-14: South of 20th Street to 25th Street; East of Grand Avenue to Indiana Avenue - A request for the review of a preliminary plat for the "Joplin High School Subdivision" – Joplin R-VIII School District.

Mr. Eastman opened the public comment period for Case 053-14.

Mr. Chris Erisman, Allgeier-Martin and Associates, 7231 East 24th Street, Joplin, appeared representing Joplin School District on this request. They have been working with the City staff throughout the redevelopment process on vacating easements and streets and all the additional lots that were purchased for the high school redevelopment. They are now trying to clean up the lot area and roadway situation.

Mr. Duncan stated that the lots don't seem to be numbered consecutively, but the plat gives a scale of Lots 1 through 60. Mr. Erisman replied the lots are numbered as they were shown on the original plat.

Mr. Duncan asked about the total number of lots, and if there are 60 lots. Mr. Erisman thought there were between 30 and 40 lots. Mr. Duncan thought some of lot numbers were skipped.

Mr. Erisman thought the lots are numbered consecutively going south from 20th Street. He asked Mr. Duncan if he saw a specific spot where the lots aren't numbered consecutively.

Mr. Eastman stated that the lots south of 24th Street were included in Durham Acres. Mr. Erisman thought the confusion is the table that provides the call-outs for the descriptions on some of the easements and are not lot numbers, but are just lines. That table describes the storm sewer easement that runs through the property. The actual lots are somewhat shaded in the preliminary plat. Those lots should be numbered consecutively.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 053-14.

MR. DERMOTT MOVED, SECONDED BY MR. CORTEZ, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 053-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 054-14: South of 20th Street to 25th Street; East of Grand Avenue to Indiana Avenue - A request for the review of a final plat for the "Joplin High School Subdivision" – Joplin R-VIII School District.

Mr. Eastman opened the public comment period for Case 054-14.

Mr. Chris Erisman, Allgeier-Martin and Associates, 7231 East 24th Street, Joplin, appeared representing Joplin School District to request the review of the final plat for Joplin High School Subdivision.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 054-14.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT THE FINAL PLAT AS PRESENTED IN CASE 054-14 BE FORWARDED TO THE CITY COUNCIL ON DECEMBER 15, 2014, WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 054-14
Joplin R-VIII School District
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-284 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of JOPLIN HIGH SCHOOL SUBDIVISION located south of 20th Street to 25th Street and east of Grand Avenue to Indiana Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for JOPLIN HIGH SCHOOL SUBDIVISION in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of JOPLIN HIGH SCHOOL SUBDIVISION, described as follows:

DESCRIPTION OF LAND BEING RE-PLATTED:

TRACT 1 [ORIGINAL HIGH SCHOOL TRACT]

A TRACT OF LAND DESIGNATED AS THE "JOPLIN HIGH SCHOOL" TRACT ON THE PLAT OF DURHAM ACRES, A SUBDIVISION IN THE NW-1/4 OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW-1/4 IN THE INTERSECTION OF INDIANA AVENUE AND 20TH STREET; THENCE SOUTH 50 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY, 30 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF INDIANA AVENUE, THE POINT OF BEGINNING; THENCE S01°46'46"W ALONG THE WEST RIGHT-OF-WAY LINE OF INDIANA AVENUE, 1776.18 FEET (MEASURED) [RECORD = 1797.0 FEET TO ORIGINAL RIGHT-OF-WAY] TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE N88°54'06"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET, 801.22 FEET (MEASURED) [RECORD = 800.0 FEET] TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF IOWA AVENUE; THENCE N02°45'50"E ALONG THE EAST RIGHT-OF-WAY LINE OF IOWA AVENUE, 1771.75 FEET (MEASURED) TO THE INTERSECTION WITH THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET [RECORD = 1796.0 FEET TO THE ORIGINAL RIGHT-OF-WAY]; THENCE S89°16'38"E ALONG THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH

STREET, 770.85 FEET (MEASURED) [RECORD = 773.1 FEET] TO THE POINT OF BEGINNING.

CONTAINING 32.0 ACRES, MORE OR LESS;

TOGETHER WITH THE ADJOINING VACATED PORTIONS OF IOWA AVENUE AND 24TH STREET.

TRACT 2 [ORIGINAL FRANKLIN TECH CENTER]

ALL OF LOTS 82 THROUGH 105 INCLUSIVE AND ALL OF LOTS 148 THROUGH 159 INCLUSIVE, IN DURHAM ACRES, AN ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI;
TOGETHER WITH THE ADJOINING VACATED PORTIONS OF IOWA AVENUE, MISSOURI AVENUE AND 22ND STREET;
EXCEPT THAT PART OF LOTS 93, 94 AND 159 LYING WITHIN THE CURRENT RIGHT-OF-WAY OF 20TH STREET.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

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 1, 2014

ITEM: COUNCIL BILL NO. 2014-521
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase LH	**Date:** 11-17-14
City Attorney: Peter Edwards PE ab	**Date:** 11-24-2014
City Manager: Sam Anselm	**Date:** 11/24/14

INTRODUCTION:
This Council Bill makes minor language changes to the investment policy to comply with recent regulatory changes.

DISCUSSION:
Recently, the investment committee of the City performed a review of the investment policy. The investment committee is made up of the Finance Director, the City Attorney, the City Manager and Financial Management Services (private investment consultant). As a result of this review, there are two recommended changes to the investment policy in order to comply with regulatory changes that have occurred and current practice.

The first language change is to recognize how the investment consultant for the City of Joplin is retained. The current language indicates the investment consultant is appointed by the Mayor. However, following the city's investment in collateralized mortgages (CMO's) in the late 1990's, the City procured and retained Financial Management Services through the normal purchasing procedures.

The second change reflects the merger between the National Association of Securities Dealers (NASD) and the New York Stock Exchange (NYSE) regulatory functions. Several years ago, these agencies merged. The current language requires proof of National Association of Security Dealers certification. However following the merger, the appropriate requirement is Financial Industry Regulation Authority (FINRA) registration.

RECOMMENDATION:

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

COUNCIL BILL NO. 2014-521 **ORDINANCE NO.**

AN ORDINANCE amending Division 3, Investment Policy, of Article V, Finance, in Chapter 2, Administration, of the Code of Ordinances of the City of Joplin to implement certain language changes to the investment policy.

WHEREAS, the Council of the City of Joplin adopted an investment policy on March 20, 1995 in Ordinance 95-38; and,

WHEREAS, the investment committee performed an annual review of the investment policy; and,

WHEREAS, minor language changes are required to comply with recent regulatory changes; and,

WHEREAS, in order to protect public investments the Council of the City of Joplin hereby finds it necessary to amend the City's investment policy.

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

Section 1. That Division 3, Investment Policy, of Article V, Finance, in Chapter 2, Administration, of the Joplin Municipal Code be be amended to read as follows:

Article V. Finance
" Division 3. INVESTMENT POLICY.

Sec. 2-225. Duties of director of finance; investment committee.

(b) The investment committee is created and composed of the Director of Finance, the City Manager or designee, the City Attorney or designee, and one private sector investment professional that shall be hired through the regular procurement policies of the City of Joplin. Members of the investment committee shall meet at least quarterly to determine general strategies and monitor results. The investment committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City of Joplin's funds, expected cash flow requirements, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

Sec. 2-227. Depositories and brokers.

(f) All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Finance with the following: audited

financial statements, proof of Financial Industry Regulatory Authority (FINRA) registration, trading resolution, proof of State of Missouri registration, completed broker/dealer questionnaire, certification of having read the entities' investment policy and depository contracts.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

Item: RESOLUTION NO. 2014-022
Originating Department: FINANCE DEPARTMENT

Attachments: 1) Resolution No. 2012-022

Finance Department: Leslie Haase	Date:
Director of Planning: Troy Bolander	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Acceptance of a bid for the sale of $8,200,000 of Chapter 100 Taxable Industrial Revenue Bonds for the Cott Corporation Economic Development Project.

SUMMARY/REQUEST:

The City Council recently authorized the execution of documents and the issuance of Chapter 100 bonds for the Cott Corporation economic development project for the purpose of providing funds to pay the costs of purchasing, constructing, installing and equipping a warehouse/distribution center. Chapter 100 Revenue Bonds are paid solely from revenue received from the project and such Bonds are not a general obligation debt of the City. The City is not liable to make payments from any other source other than revenue received from the project and the bonding capacity of the City is not affected by their issuance.

As required by Missouri Statute, the City issued a summary notice of the bond sale of $8,200,000 in taxable industrial revenue bonds. The bid opening was Monday, December 15th. This resolution accepts the best responsive bid.

RECOMMENDATION:

Staff recommends this Resolution be approved.

SUMMARY NOTICE OF BOND SALE
$8,200,000
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(JOPLIN MO (3502 ENTERPRISE) LLC)
SERIES 2014

The City of Joplin, Missouri (the "City"), will receive bids for the above-described Bonds either (1) mailed or delivered in person to the address stated below, or (2) faxed to 417-624-4620 until 10:30 a.m., Central Time, on December 15, 2014. All bids will be publicly opened, read and evaluated at said time, date and place. The award of the Bonds will be acted upon by the City Council at a meeting to be held on December 15, 2014.

The proceeds of the Bonds will be used to purchase, construct, install and equip a project (the "Project") to be leased to Joplin MO (3502 Enterprise) LLC and its successors and assigns (the "Company"), pursuant to a Lease Agreement between the City and the Company (the "Lease Agreement"). Information regarding the Company and the Project is available from the Finance Director at the address stated below. The Bonds and the interest thereon are special, limited obligations of the City payable solely from certain payments made by the Company under the Lease Agreement. The Bonds shall not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the faith and credit of the City, the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

All written proposals must be submitted on the Official Bid Form which, together with the Notice of Bond Sale, may be obtained from the City at the following address:

Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, Missouri 64801
417-624-0820

PROPOSAL FOR THE PURCHASE OF TAXABLE INDUSTRIAL REVENUE BONDS

December 15, 2014

TO: Leslie Haase
Finance Director
Joplin City Hall
602 S. Main St.
Joplin, Missouri 64801

For $8,200,000 principal amount of Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014, of the City of Joplin, Missouri, to be dated the date of original issuance and delivery thereof, as described in your Notice of Bond Sale dated November 26, 2014.

The undersigned will pay a purchase price equal to 100% of the principal amount of the Bonds plus accrued interest to the date of delivery.

Fixed interest rate on the Bonds 6.00%

This proposal is subject to all terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in said Notice.

Submitted with this proposal is an executed Investment Letter, as required by the Notice of Bond Sale.

Submitted By:

Joplin MO (3502 Enterprise) LLC,
an Illinois limited liability company

By:_____
Authorized Signature
Name: Robin Rash, Manager
Address: 1400 16th Street, Suite 300
Oak Brook, Illinois 60523
Phone: (630) 617-9100

ACCEPTANCE

Pursuant to action duly taken by the City Council of the City of Joplin, Missouri, the above proposal is hereby accepted this ___ day of December, 2014.

CITY OF JOPLIN, MISSOURI

By:_____
City Manager

RESOLUTION NO. 2014-022

A RESOLUTION of the City of Joplin, Missouri to accept a bid for the sale of $8,200,000.00 of Chapter 100 Taxable Industrial Revenue Bonds to facilitate an economic development project pursuant to a lease agreement between the City and Cott Corporation.

WHEREAS, the City of Joplin, Missouri (the "City"), is authorized pursuant to the provisions of Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue its revenue bonds for the carrying out of a project under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, the City has approved a plan for a project for commercial and manufacturing facilities for the benefit of Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors and assigns (the "Company"); and

WHEREAS, the City has heretofore and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014, in the aggregate principal amount not to exceed $8,200,000 (the "Bonds"), for the purpose of purchasing, constructing, installing and equipping a warehouse/distribution center for the Company in the City (the "Project"); and

WHEREAS, the City has requested bids for the purchase of the Bonds pursuant to a notice of bond sale and desires to accept the best responsive bid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. Acceptance of Bid. The City hereby accepts the bid attached hereto as Exhibit A.

Section 2. Execution of Documents. The Mayor, City Manager or Director of Finance of the City are hereby authorized and directed to execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 3. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to take such further action as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Effective Date. This Resolution shall take effect and be in full force and effect from and after its passage by the City Council of the City and approval of the Mayor.

PASSED by the Council of the City of Joplin, Missouri, this _____ day of _____ 2014.

(SEAL)

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014
Council Bill No. 2014-192

Item: Award of Construction Contract for Storm Sewer Repair Project at 28th & Pennsylvania and 29th & Even Avenue – Green Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2014-192

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

Recommended Action: Approval of a Construction Contract with Dalton-Killinger Construction Co. in the amount of $1,105,825.00 for Storm Sewer Repair Project at 28th & Pennsylvania and 29th & Even Avenue Project in the Green Area of the Tornado Zone.

Background: The storm sewer repair projects at 28th & Pennsylvania Avenue and at 29th & Even Avenue were included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year Anderson Engineering was contracted to provide Design of the two projects. City staff has chosen to include both projects under one construction contract.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the City's website. Bids were opened on December 2 with 6 firms bidding and Dalton-Killinger Construction Co. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Dalton-Killinger Construction Co. in the amount of $1,105,825.00 for Construction of the Storm Sewer Repair Project at 28th & Pennsylvania and 29th & Even Avenue Project in the Green Area of the Tornado Zone.

BID TABULATION

PROJECT: Infrastructure Improvements 28th & Pennsylvania and at Even & County Club

DATE OF BID OPENING: December 2, 2014

CONTRACTOR	BID
Dalton Killinger	1,105,838.98
Hunter Chase & Associates	1,214,512.00
Emery Sapp & Sons	1,223,378.50
Kenny Singer Construction	1,242,509.30
Sprouls Construction	1,321,378.00
Bennett Inc.	1,400,111.65

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

March 26, 2014

City of Joplin
Attn: Dan Johnson
602 S. Main Street
Joplin, Missouri 64801

Re: PJ-1536, Proposal for Stormwater Improvements
Even Ave to Country Club Dr. South of 29th St.
Joplin, Missouri

Dear Mr. Johnson,

We understand this project consists of providing civil engineering and land surveying services related to the design of approximately 1,800 linear feet of stormwater channel design.

This proposal is based on our meeting with you and Dave Hunt on March 17th. This proposal is also based on our visit to the site on March 17th and 18th. We understand these improvements are anticipated to be made within platted easements. As part of this work, we understand you also want us to design improvements to the two detention basins just west of Country Club Drive between 28th Street and 31st Street. We understand these detention basins function appropriately hydraulically but are eroded, are not well-vegetated, and are difficult to maintain.

As requested by you our proposed scope of services is as follows:

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN
Provide a site geometry and site utility plan for the proposed project. Site layout includes stormwater channel, stormwater piping, etc. The utility plan will show the existing utilities and identify any conflicts with the proposed improvements. The City of Joplin's standard technical specifications will be used.

CIVIL ENGINEERING – STORMWATER MANAGEMENT AND DESIGN
Provide stormwater analysis and drainage calculations per City of Joplin standards for stormwater. This proposal assumes U.S. Army Corps of Engineers Section 404 permitting will not be necessary. Based on a review of topographic maps and brief site observation, we do not believe permitting will be required. However, it is up to the City to determine if the project involves a jurisdictional waterway. If the City would like us to do more than a cursory review, we can modify our scope to include this service.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN
Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for top of pavement, drainage inlets, and grading at one foot contour intervals for the proposed project. As part of the Erosion Control Plan we will also prepare a Stormwater Pollution Prevention Plan (SWPPP). The cost of the permit application fee is not included in the proposal and shall be paid directly to the

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appropriate state agency by the owner. The City of Joplin's standard technical specifications will be used.

SURVEYING – SITE TOPOGRAPHIC SURVEY

Provide a topographic engineering survey on the red line areas on the attached Exhibit "A" for engineering design of proposed storm water improvements. Survey will include spot elevations, location of all utilities, corners of buildings/structures and any other improvements located within the street right of way shown on the attached Exhibit "A". The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project.

SURVEYING – BOUNDARY SURVEY

We will provide right-of-way surveys as illustrated by the red lines on the attached Exhibit "B". The right of way surveys will show the right of way line on both sides of the street to be used in the design phase of this project. At this time, we will only show the right of way lines and will not show each parcel line. Also, no easements will be shown as a part of this survey.

CONDUCTING BIDDING ON BEHALF OF THE CITY

We will hold one pre-bid meeting, one bid opening, and one preconstruction meeting for a total of 3 meetings. We will coordinate these meetings with the City of Joplin and will review the results with City staff. (Bidders shall be charged a separate fee to purchase plan copies from Anderson Engineering.)
We anticipate that the City of Joplin will advertise the project out to bid.

CONSTRUCTION INSPECTION ON BEHALF OF THE CITY

We will perform site inspection during construction on behalf of the City of Joplin. We will provide documentation to the City after each inspection. We anticipate 3 weekly site visits over an eight week period and have budgeted spending eight hours per week on inspections and reporting.

OPTION #1 SURVEYING – TEMPORARY CONSTRUCTION EASEMENT PREPARATION

At this time, we do not anticipate needing any permanent easements to construct these improvements. However, temporary construction easements may be necessary. We can assist the City and prepare the easement description and sketch to be used to acquire the temporary easement.

OPTION #2 - EASEMENT NEGOTIATION

If needed, we will negotiate the acquisition of the each needed temporary construction easement. We anticipation it will take up to 4 hours to acquire each temporary construction easement.

OPTION #3 - MINE SHAFT CAP DESIGN

Our preliminary analysis of this project has revealed several suspect mine features near the proposed channel location. This scope of work includes design of a structural concrete cap. This will also include field time from an Associate Engineer during excavation of mine feature area to assist in determining the mine feature extents, survey of the mine feature extents, construction observation and testing during construction of the structural caps, and survey of final, constructed cap locations. A construction detail will be provided for each of the suspected mine features.

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Base Scope/Fee:

Civil Engineering – Design, Plans and Specifications[1]	$25,700.00
Surveying – Site Topographic Survey[1]	$12,800.00
Surveying – Boundary Survey[1]	$ 4,850.00
Bidding on Behalf of the City[1]	$ 2,100.00
Construction Inspection on Behalf of the City[1]	$ 5,500.00
Base Subtotal:	***$50,950.00***

Optional Scope/Fee:

Surveying – Temporary Easement Preparation (Each)	$ 500.00 each
Easement Negotiation (Each)	$ 500.00 each
Mine Shaft Cap Design (Each)	$ 2,300.00 each

[1] We propose to complete these services on an hourly basis with a not to exceed limit.

OTHER

This proposal includes providing two sets of signed plans and one set of technical specifications.

This proposal includes one set of reviews with the local governmental agency identified above. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities; however, we have assumed that all public utilities will be located accurately by the Utility Locator.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, performance of an ALTA survey, utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also, this proposal also does not include preparation of cost estimates, bid forms, or bid documents, or any construction staking, observations or testing. This proposal also does not include any plan or review compliance with local governmental agency for items not identified above. Anderson Engineering would be happy provide a proposal for these services upon request.

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Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

John T. Snider, PE
Vice President

Jerrod Hogan, PLS
Vice President

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ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by the CLIENT and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address	602 S. Main Street Joplin, Missouri 64801
The **"PROJECT"** is:	Stormwater Improvements - Even Ave to Country Club Dr. South of 29th St.	Location	Joplin, Missouri

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. SCOPE OF WORK DETAILED: Proposal PJ-1536, dated March 26, 2014

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION: As described in above referenced proposal.

V. PAYMENT: Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by:_____
John Snider, P.E., V.P.

by_____
Jerrod Hogan, P.L.S., V.P.

DATE: March 26, 2014

AUTHORIZED AND AGREED TO: CLIENT:

by:_____

_____
(Print Name and Title)

DATE:_____

811 EAST 3RD STREET • JOPLIN, MO 64801 • PH: 417.782.7399 • FX: 417.782.7398 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

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GENERAL CONDITIONS

1. PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

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COUNCIL BILL NO. 2014- 192 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Dalton Killinger Construction Co. for One Million One Hundred Five Thousand Eight Hundred Thirty Eight and 98/100 Dollars ($1,105,838.98) for construction of the Infrastructure Improvements at 28th and Pennsylvania and at Even Avenue and County Club and containing an emergency clause.

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

Section 1. Approval of a contract with Dalton Killinger Construction Co. for One Million One Hundred Five Thousand Eight Hundred Thirty Eight and 98/100 Dollars ($1,105,838.98) for construction of Infrastructure Improvements at 28th and Pennsylvania and at Even Avenue and County Club in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund No. 305-4550-530-8665 Projects GSTA07 and GSTA 08.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Dalton Killinger Construction Co.

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

Section 5. 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 2014-2015 budget.

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

_____, 2014 by a vote of .

ATTEST: Michael L. Seibert, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in Infrastructure Improvement Fund No. 305-4550-530-8665 Projects GSTA07 in the amount of $256,434.36 and GSTA 08 in the amount of $849,404.62 to pay the amount called for in said Agreement.

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

Item: COUNCIL BILL NO. 2014-193
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 193
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Wheeler Excavation to remove the structures and any remaining debris including foundation and footings located at 1715 S. Grand.

Summary: The above listed address was "tagged" as a dangerous building on September 9, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). November 28, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on December 3, 2014. At that time bids were received as follows:

Big Johns	$ 4,500.00
Jordan Disposal	$ 4,100.00
B & D Yard builders	$ 4,850.00
Nelson Demolition	$ 5,800.00
Wheeler Excavation	$ 3,495.00
KMC Homes	$ 9,700.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition contract be awarded to Wheeler Excavation for the amount of $ 3,495.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.


COUNCIL BILL 2014-193
1715 S. GRAND







COUNCIL BILL NO. 2014 – 193 ORDINANCE NO

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 1715 S. Grand. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Five and 00/100 Dollar ($3,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Wheeler Excavation in the amount of Three Thousand Four Hundred Ninety Five 00/100 Dollars ($3,495.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1715 S. Grand.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1715 S. Grand. and legally described as:

ALL OF LOT NUMBERED FIVE (5) IN MITCHELL'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2014, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

Item: COUNCIL BILL NO. 2014-194
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 194
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund	Date:
Department Head: Troy Bolander	Date:
Department Head: Nick Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Contract with Wheeler Excavation to remove the structures and any remaining debris including foundation and footings located at 310 N. Oak.

Summary: The above listed address was "tagged" as a dangerous building on June 5, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On November 28, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on December 3, 2014. At that time bids were received as follows:

Big Johns	$ 3,490.00
Jordan Disposal	$ 3,800.00
B & D Yard builders	$ 3,825.00
Nelson Demolition	$ 2,999.00
Wheeler Excavation	$ 2,765.00
KMC Homes	$ 8,400.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition contract be awarded to Wheeler Excavation for the amount of $ 2,765.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2014 – 194 ORDINANCE NO

AN ORDINANCE approving the contract by and between the City of Joplin and Wheeler Excavation for the demolition of the structure(s) and clearing of lot area located at 310 N. Oak. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Sixty Five and 00/100 Dollar ($2,765.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Wheeler Excavation in the amount of Two Thousand Seven Hundred Sixty Five 00/100 Dollars ($2,765.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 310 N. Oak.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 310 N. Oak. and legally described as:

ALL OF LOTS NUMBERED TWO HUNDRED SIXTY-NINE (269) AND TWO HUNDRED SEVENTY (270) IN PARK VIEW ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2014, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2014-194
310 N. OAK







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014
Council Bill No. 2014-195

Item: Award of Construction Contract for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Green Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2014-195

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

Recommended Action: Approval of a Construction Contract with Sprouls Construction Co. in the amount of $1,296,109.00 for the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview Project in the Green Area of the Tornado Zone.

Background: The Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year Allgeier Martin and Associates was contracted to provide Design of the storm sewer improvements and TranSystems was contracted to provide design of surface elements in the Green Area. The storm sewer repair project and the curb & gutter plus sidewalk and pavement project overlapped so City staff chose to include both projects under one construction contract.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on December 2 with 2 firms bidding and Sprouls Construction Co. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Sprouls Construction Co. in the amount of $1,296,109.00 for Construction of the Sidewalk, Curb & Gutters, Storm Sewers Reconstruction & Repair Project near 15th & Highview Project in the Green Area of the Tornado Zone.

INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE 13th STREET TO 15th STREET AREA

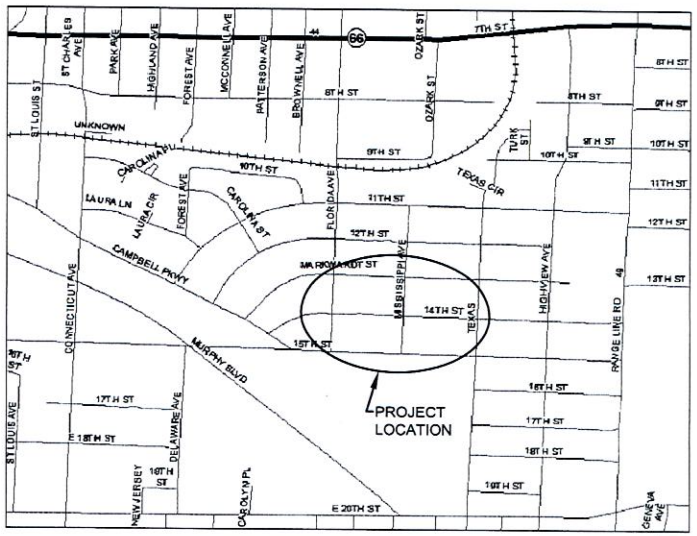
FOR THE

CITY OF JOPLIN

JASPER COUNTY, MISSOURI

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TRAFFIC CONTROL DETAILS	20-22
EROSION & SEDIMENT CONTROL PLAN OR SWPPP	23
EROSION & SEDIMENT CONTROL DETAILS	24



PROJECT LOCATION MAP
N.T.S.

CLAYTON L. CRISTY
STATE OF MISSOURI
PROFESSIONAL ENGINEER
11/4/2014

MISSOURI ONE CALL SYSTEM INC.
800-344-7483
STOP! CALL BEFORE YOU DIG

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	TranSystems	115 SOUTH 6TH STREET INDEPENDENCE, KANSAS 67301 PHONE: 620 331 3999 FAX: 620 331 4082	REV DATE:	REVISION:	TSB	TRI-STATE ENGINEERING 702 South Main - Joplin, Missouri 64801 P.O. Box 1957 - Joplin, Missouri 64802 Phone (417) 781-0640 - FAX (417) 781-4714 MO. ENG. CERT. OF AUTH. NO. 000530, EXP. 12/31/2014	DWN BY: KAM CKD BY: JFN APD BY: DATE: 11/12/2014	INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE DRAWING INDEX & PROJECT LOCATION MAP	PLAN NO: 0000 SHEET 1 of 24

L:\2014\14000-14099\14027A - 13th to 15th\DWG\Plan Sheets\01-04_CVR-ABRV-TYP_14027A.dwg, 01 of 24 Green Zone 13th to 15th Cover, 11/11/2014 4:37:44 PM

DEPARTMENT OF ECONOMIC DEVELOPMENT
15TH STREET, TEXAS AVE. AND HIGHVIEW AVE. REPAIRS
PROJECT NUMBER GSTA05

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LEGEND

- BENCHMARK or T.B.M.
- SIGN
- CONTROL POINT
- POWER POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- GAS METER
- MAILBOX
- TREE
- FIBER ROLL DITCH CHECK
- BARB WIRE FENCE
- ELECTRIC
- TELEPHONE
- GAS
- WATERLINE
- UGT — UNDERGROUND TELEPHONE
- UGE — UNDERGROUND ELECTRIC
- DITCH LINE
- SLOPE LINE
- RIGHT OF WAY



PROJECT LOCATION MAP

1" = 100'

N

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 TWO DAYS BEFORE YOU DIG. STOP. CALL BEFORE YOU DIG!

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-29081

STATE OF MISSOURI MICHAEL ATKINSON NUMBER E-29081 REGISTERED PROFESSIONAL ENGINEER

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

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

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

NOVEMBER, 2014

BID TABULATION

PROJECT: Sidewalk, Curb & Gutter, Storm Sewers Reconstruction & Repair Project near 15th & Highview – Green Zone Project
DATE OF BID OPENING: December 2, 2014

CONTRACTOR	BID
Dalton Killinger	Non-Responsive
Sprouls Construction	1,296,109.00

COUNCIL BILL NO. 2014- 195 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Sprouls Construction Co. for One Million Two Hundred Ninety Six Thousand One Hundred Nine and no/100 Dollars ($1,296,109.00) for construction of the 15th Street Area Improvements-Green Zone project and containing an emergency clause.

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

Section 1. Approval of a contract with Sprouls Construction Co. for One Million Two Hundred Ninety Six Thousand One Hundred Nine and no/100 Dollars ($1,296,109.00) for construction of the 15th Street Area Improvements - Green Zone project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund No. 305-4550-530-8665 Project GSTA05.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Sprouls Construction Company.

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

Section 5. 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 2014-2015 budget.

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

_____, 2014 by a vote of

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the 305-4550-530-8665 Fund No. GSTA05 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014
Council Bill No. 2014-196

Item: Award of Construction Contract for 26th Street Sidewalk and Pavement Overlay Project – Green Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2014-196

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

Recommended Action: Approval of a Construction Contract with Emery Sapp & Sons General Contractors in the amount of $434,098.86 for 26th Street Sidewalk and Pavement Overlay Project in the Green Area of the Tornado Zone.

Background: Repairs to sidewalks, curbs & gutters, and streets was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year TranSystems was contracted to complete a damage assessment of the entire tornado area streets, curbs, and gutters. One project identified from the results of the assessment was the 26th Street Sidewalk and Pavement Overlay Project. Transystems prepared plans and bid documents for the project per City Staff recommendation.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on December 2 with 3 firms bidding and Emery Sapp & Sons General Contractors provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Emery Sapp & Sons General Contractors in the amount of $434,098.86 for Construction of the 26th Street Sidewalk and Pavement Overlay Project in the Green Area of the Tornado Zone.

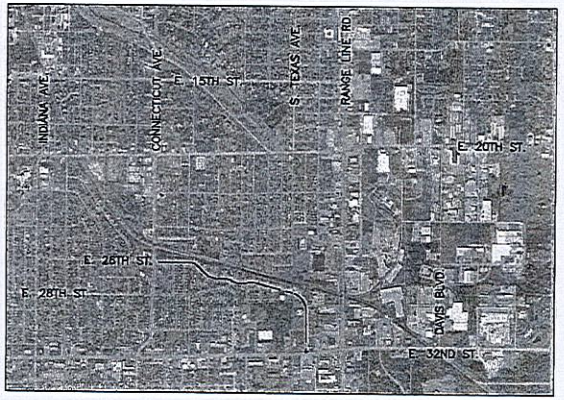
26TH STREET/S. ARIZONA AVENUE:
CONNECTICUT AVENUE TO 32ND STREET

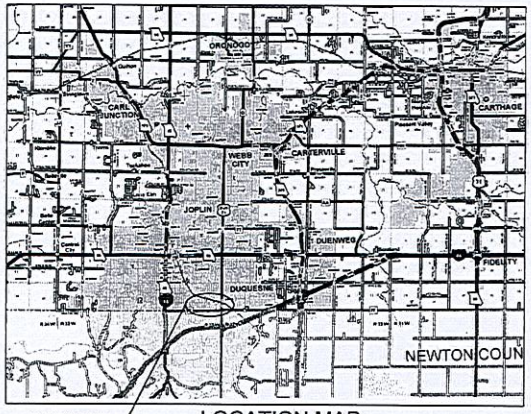
ADA SIDEWALK, RAMP, AND MILL & OVERLAY PROJECT

CITY OF JOPLIN, MISSOURI

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16	Curb and Misc. Details
17 – 20	Drainage Details
21	Alley & Entrance Pavement Details





PROJECT AREA

LOCATION MAP

STATE OF MISSOURI
SHAWN DAVID TURNER
E-28369
REGISTERED PROFESSIONAL ENGINEER

TranSystems
115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620 331 3999
FAX: 620 331 4082

MISSOURI ONE CALL SYSTEM, INC. 800.344.7483 STOP CALL BEFORE YOU DIG

CITY OF Joplin

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

REV DATE:	REVISION:
00/00/2014	PROJECT CHECK

DWN BY: DAN
CKD BY: MDB
APD BY: MDB
DATE: 11/10/2014

PROJECT NO: P112140016

INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE

PLAN NO: 0000

SHEET 1 of 21

BID TABULATION

PROJECT: 26th Street Sidewalk and Related Overlays
DATE OF BID OPENING: December 2, 2014

CONTRACTOR	BID
Emery Sapp & Sons	434,098.86
Southard Construction	443,172.90
Dalton- Killinger Const	506,151.13

INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE 13th STREET TO 15th STREET AREA

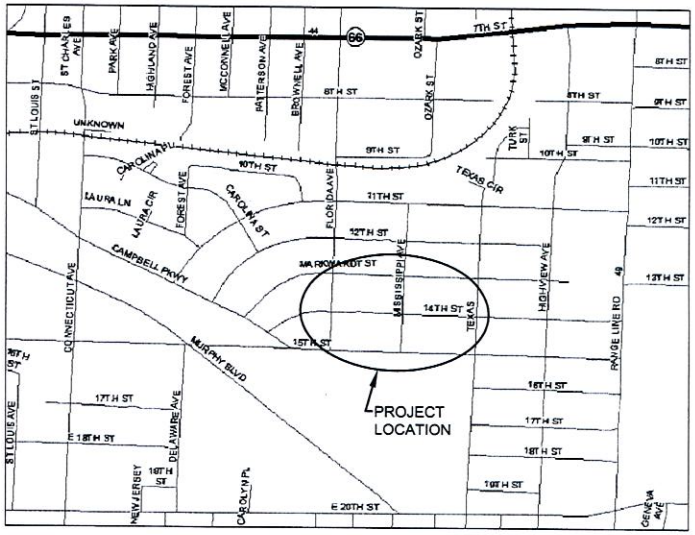
FOR THE

CITY OF JOPLIN

JASPER COUNTY, MISSOURI

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EROSION & SEDIMENT CONTROL DETAILS	24



PROJECT LOCATION MAP
N.T.S.

CLAYTON L CRISTY
E-29504
STATE OF MISSOURI
PROFESSIONAL ENGINEER
11/12/14

CITY OF Joplin

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

Tran Systems
115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620 331 3999
FAX: 620 331 4082

REV DATE:	REVISION:

TSE
TRI-STATE ENGINEERING
702 South Main - Joplin, Missouri 64801
P.O. Box 1867 - Joplin, Missouri 64802
Phone (417) 781-0543 - FAX (417) 781-4714
MO. ENG. CERT. OF AUTH. NO. 000530, EXP. 12/31/2014

DWN BY: KAM
CKD BY: JFN
APD BY:
DATE: 11/12/2014

INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE
DRAWING INDEX &
PROJECT LOCATION MAP

PLAN NO: 0000
SHEET
1 of 24

L:\2014\14000-14099\14027A - 13th to 15th\DWG\Plan Sheets\01-04_CVR-ABRV-TYP_14027A.dwg, 01 of 24 Green Zone 13th to 15th Cover, 11/11/2014 4:37:44 PM

COUNCIL BILL NO. 2014-196 ORDINANCE NO.

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Four Hundred Thirty Four Thousand Ninety Eight and 86/100 Dollars ($434,098.86) for the 26th Street Sidewalk and Overlay project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Emery Sapp & Sons in the amount of Four Hundred Thirty Four Thousand Ninety Eight and 86/100 Dollars ($434,098.86) for the 26th Street Sidewalk and Overlay project

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 Infrastructure Fund, Account Number 305-4550-530-8650 Project number GSTA12. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

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 2014-2015 budget.

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

_____ day of _____, 2014, by a vote of

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2014-196

I hereby certify that a sufficient amount is available in the said Infrastructure Fund, Account Number 305-4550-530-8650 Project number GSTA12 in the amount of $434,098.86 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014
Council Bill No. 2014-197

Item: Award of Construction Contract for Curb & Gutter and Sidewalk Spot Repairs Project – Green Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2014-197

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

Recommended Action: Approval of a Construction Contract with Hunter Chase & Associates in the amount of $356,607.50 for Curb & Gutter and Sidewalk Spot Repairs Project in the Green Area of the Tornado Zone.

Background: Repairs to sidewalks, curbs & gutters, and streets was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year TranSystems was contracted to complete a damage assessment of the entire tornado area streets, curbs, and gutters. One project identified from the results of the assessment was a Curb & Gutter and Sidewalk Spot Repairs Project. Transystems prepared plans and bid documents for the project per City Staff recommendation.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the City's website. Bids were opened on December 2 with 5 firms bidding and Hunter Chase & Associates provided the lowest bid. The low bid was below the Engineer's estimate.

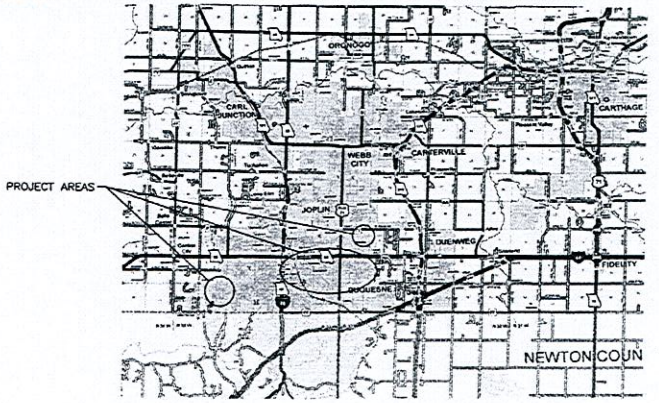
Recommendation: Staff recommends approval of a Construction Contract with Hunter Chase & Associates in the amount of $356,607.50 for Construction of the Curb & Gutter and Sidewalk Spot Repairs Project in the Green Area of the Tornado Zone.

ADA SIDEWALK AND RAMP PROJECT

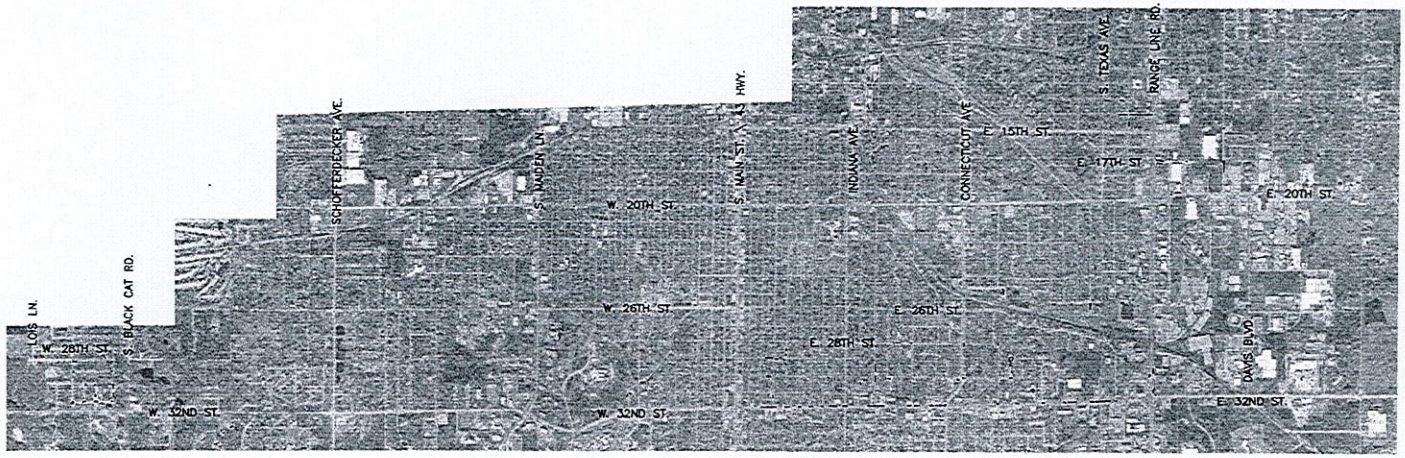
CITY OF JOPLIN, MISSOURI

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38	CURB AND MISC. CONCRETE DETAILS
39	FLUME INLET AND CONCRETE FLUME DETAILS



LOCATION MAP



STATE OF MISSOURI
SHAWN DAVID TURNER
2369
REGISTERED PROFESSIONAL ENGINEER

TranSystems
115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620 331 3999
FAX: 620 331 4682

NOTICE: ONE CALL SYSTEM, INC. 800-344-7233 (811) STOP! CALL BEFORE YOU DIG

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	REV. DATE:	REVISION:	DWN BY: DAN CKD BY: MDB APD BY: MDB DATE: 11/10/2014	PROJECT NO. P112140016 INFRASTRUCTURE IMPROVEMENTS WITHIN TORNADO GREEN ZONE	PLAN NO: 0000 SHEET 1 of 39
		00/00/2014	PROJECT CHECK			

BID TABULATION

PROJECT: Repair of Sidewalk, ADA Ramps, and Cury & Gutter –Tornado Green Zone

DATE OF BID OPENING: December 2, 2014

CONTRACTOR	BID
Hunter Chase & Associates	356,607.50
Southard Construction	430,902.00
Emery Sapp & Sons	480,669.75
Sprouls Construction	617,927.00
Dalton-Killinger	823,347.79

COUNCIL BILL NO. 2014-197 ORDINANCE NO.

AN ORDINANCE approving a contract with Hunter Chase & Associates in the amount of Three Hundred Fifty Six Thousand Six Hundred Seven and 50/100 Dollars ($356,607.50) for the Repair of Sidewalk, ADA ramps, and Curb and Gutter project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Hunter Chase & Associates in the amount of Three Hundred Fifty Six Thousand Six Hundred Seven and 50/100 Dollars ($356,607.50) for the Repair of Sidewalk, ADA ramps, and Curb and Gutter project.

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 Infrastructure Improvement Fund, Account Number 305-4550-530-8650 Project number GSTA12.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

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 2014-2015 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a vote of

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2014-197

I hereby certify that a sufficient amount is available in the said Infrastructure Improvement Fund, Account Number 305-4550-530-8650 Project number GSTA12 in the amount of $356,607.50 called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014
Council Bill No. 2014-415

ITEM: Engineering Design Contract for Public infrastructure improvements in NID #4
ORIGINATING DEPARTMENT: Public Works – Community Development

Attachments: 1) Location Map
2) Agreement for Professional Engineering Consultant agreement
3) Council Bill No. 2014-415

Department Head: Troy Bolander	Date
Department Head/PW: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edward	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of an Engineering Design Contract with Allgeier, Martin and Associates, Inc. for $70,000 for the 2014 Public infrastructure improvements in NID #4

Background: The City receives approximately $350,000 per year to make improvements to sidewalks, streets, curb & gutter, storm water and sanitary sewer system in designated neighborhoods. Funds have been allocated through Community Development Block Grant Funding for low and moderate income neighborhoods. Neighborhood Improvement District #4 boundaries are School Avenue on the west and St Louis Avenue on the east, Langston Hughes Broadway on the North and 4th Street on the south. Funding was approved for Neighborhood Infrastructure projects in the 2014 Action Plans. The City currently has $356,000 appropriated from the 2014 allocation and anticipates another allocation of approximately $350,000 in mid-summer of 2015. The City envisions the selected firm to serve as an extension of its staff by being assigned specific projects to prepare complete design, construction and bid documents to complete the assigned projects

Discussion: City staff prepared Request for Qualification statements for the project. A notice to Consultants that solicited for Qualification statements was published in the Joplin Globe for one day. Seven firms submitted Qualifications. Allgeier, Martin and Associates, was selected as the best qualified for this project. The city has negotiated an engineering contract for the environmental work, the design & construction management of the 2014 allocation. This allocation will need to be complete in the spring of 2015. An additional work authorization will be brought to the council in the mid-summer of 2015 at the time of the new appropriation.

Recommendation: City staff recommends Award of the Engineering Design Contract to Allgeier, Martin and Associates, Inc. for $70,000 for the 2014 Public Infrastructure Improvements in NID #4. This maximum fee is higher than normal because of the Environmental work & the expedited time frame. The contract is an hourly contract and will only bill for actual hours used. This contract is within the industry standards for this professional work and within the allocated budget and it be approved on an emergency basis within the meaning of Section 2.12(1)(3)(4) of the Home Rule Charter of the City of Joplin Missouri.

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

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits

discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

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. **Reports and Information.** The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

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

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

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

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

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

f) In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped

individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
CDBG Program Manager

By: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-NID4-1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG NID4 Funding)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the OWNER and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

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

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid said work. It is estimated that approximately 3,600 LF of sanitary sewer mains will be renovated as part of the project.

1.1.3.3 Bidding and Construction Phase Engineering of Renovation selected sanitary sewer lines and manholes within the project area boundary. It is estimated that approximately 3,600 LF of sanitary sewer main and associated manholes will be renovated as part of the project.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line renovations. It is estimated that approximately 3,600 LF of sanitary sewer main and associated manholes will be renovated as part of this project. Services will be provided full time with an estimated construction duration of 1 month.

1.1.3.5 Environmental Clearance of the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

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

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

1.2.4 Consult with OWNER's representatives regarding the preferred renovation alternatives.

1.2.5 It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements. Any work necessary to determine extents of existing rights-of-way or existing easements are not part of this scope of work shall be considered an additional service.

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

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

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

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

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

1.2.13. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. Original templates of these documents shall be provided by the OWNER for use on this project.

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

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

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

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

1.3.12. Assist OWNER with providing documentation to OWNER's representatives for CDBG reimbursement requests.

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

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

1.3.15 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

availability of samples for examination.

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of

important phases of the work.

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

1.5 Environmental Clearance

1.5.1 The project will be undertaken with the assumption that a categorical exclusion can be obtained for the project and a full, in-depth NEPA environmental report and associated review will not be required.

1.5.2 Contact necessary governmental agencies and provide them with required exhibits, data and documentation for the OWNER of obtain a categorical exclusion for the project. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

1.5.3 Prepare and publish necessary public notices to obtain the categorical exclusion for the project.

2. TERMS

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

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

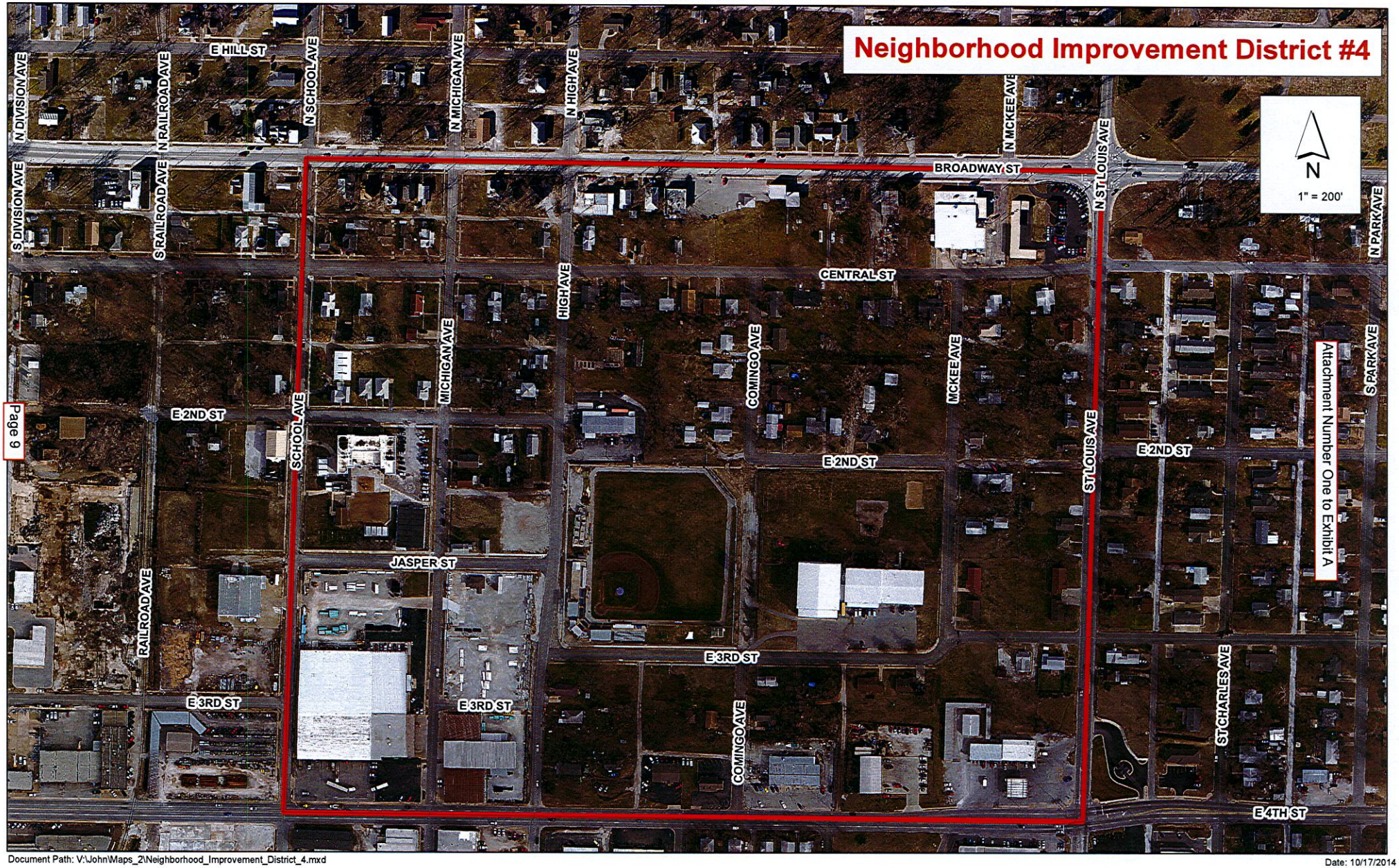
2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, to be no later than December 16, 2014, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than April 1, 2015.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency reviews and required public notice periods that are part of the services outlined in paragraph 1.5 and the required approval by the OWNER of various documents. Construction contract award cannot be made until the services of paragraph 1.5 are complete. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 1.5 and various other document approval required by the OWNER are out of the control of the ENGINEER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $70,000, as set forth in Work Authorization Number AMA-NID4-1 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design, Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.2, 1.1.3.3, 1.2 and 1.3)	$42,000
Full Time Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$18,000
Environmental Clearance (Paragraphs 1.1.3.5 and 1.5)	$10,000
Total Estimated Maximum Fee	$70,000



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Date: 10/17/2014

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2014-2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Principal/Engineer II	$140	$145	$150
Principal/Engineer I	$125	$130	$135
Designer III/GIS Specialist	$116	$120	$124
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$88	$92
Designer/Technician I	$78	$82	$86
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$185	$190
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$82	$86
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$88	$92
Construction Inspector I	$78	$81	$84
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

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

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

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

WORK AUTHORIZATION NUMBER AMA-NID4-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-NID4-1 exceed the sum of Seventy Thousand and no/100 Dollars ($70,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

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

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

COUNCIL BILL NO. 2014-415 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Engineering Design Contract with Allgeiers Martin & Associates for $70,000 for the Public infrastructure improvements in NID #4; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Allgeiers Martin & Associates a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of The Home Rule Charter of the City of Joplin Missouri, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of December, 2014, by a _____vote

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

ITEM: Work Authorization Number Two to the Master Services Agreement With Deloitte & Touche LLP

ORIGINATING DEPARTMENT: Planning and Community Development

Attachments: 1) Work Authorization #2
2) Council Bill No. 2014-416

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

Recommended Action: Approval of Council Bill 2014-416 for the execution of Work Authorization #2 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide for planning and administrative activities as they relate to upcoming CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch L.L.P. on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery funding received by the City. The City of Joplin has submitted to HUD two amendments to the initial action plan in the total amount of $23.7 million for the partial expenditure of the original $113 million.

Discussion: Deloitte has been tasked with several activities as a result of the need to expend the $23.7 million within the next two years. Deloitte has been tasked with oversight of any proposed project including such tasks as completing environmental assessments including Mercy Park, Crosslines New Site Development and the potential Early Childhood Center; as well as preparing the concept plans and final plans for the construction of Mercy Park. Sufficient planning dollars have also been included in this Work Authorization to cover possible upcoming projects that City Council may consider, infrastructure projects coordination, monitoring, compliance, administration, and a capital planning activity involving stakeholders and City Council in review of the current action plans for both rounds of disaster funding.

Of the proposed not to exceed amount of $2,972,836.00 in Work Authorization #2, $1,132,397.00 is attributed directly to projects identifies in the amendments and said costs have already been included in the project budgets. The balance is administration, monitoring, compliance and planning activities.

Recommendation: Approve the execution of Work Authorization #2 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche L.L.P. in an amount not to exceed $2,972,836.00 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.

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 of Planning and Community Development		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning and Community Development		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 2
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated _____ 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 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 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 #2 exceed the sum of $2,972,836.00.

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 of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against 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 – Planning and Community Development, 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, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 of Joplin 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, City Attorney

Consultant: Deloitte & Touche LLP

By: _____

Printed Name: Kathryn Schwerdtfeger

Title: Partner

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Director of Planning and Community Development

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 2

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.

Second Partial Action Plan
Adopted by the City of Joplin with Resolution NO. 2014-017 on September 15, 2014 and submitted to HUD on September 26, 2014. The total funds, as approved by the City of Joplin for obligation is $13,740,000 (Grant No. B-13-MS-29-0001) with a budget break down as follows:

Public Services:	$11,700,000
Administration Services:	$510,000 (internal & consultant combined total)
Planning Costs:	$1,530,000

Third Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2014-019 on October 20, 2014 and submitted to HUD on October 24, 2014. The total funds, as approved by the City of Joplin for obligation is $10,956,000 (Grant No. B-13-MS-29-0001) with a budget break down as follows:

Public Services:	$9,960,000
Administration Services:	$498,000 (internal & consultant combined total)
Planning Costs	$498,000

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

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

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

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

3. Term:

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

4. Scope of Services for Proposed Work Authorization Number 2:

A. Compliance and Administration

1.0 Engagement Management		**Deliverable**
1.2 Engagement management, reporting, administration	Develop engagement project plan and provide regular reporting on the engagement status	Tri - weekly engagement status reports
2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring		

2.1 All compliance and risk management activities	Perform all compliance and risk management activities as identified in the Oversight and Monitoring Plan and Risk Management Plan	CDBG-DR Oversight & Monitoring Plan
2.2 Training associated with CDBG-DR compliance	Provide regular training to City staff and vendors on CDBG-DR compliance related issues	Training as needed, identified, and discussed with City
2.5 Project Compliance Oversight and Monitoring	Develop Oversight and Monitoring Plan for all CDBG-DR funded projects and carry-out monitoring activities consistent with an agreed upon frequency specified in the plan	CDBG-DR Oversight & Monitoring Plan Quarterly assessment
2.6 HUD Audit preparation and support	Assist the City with HUD Audit preparation through the compilation of documentation related to CDBG-DR funded projects and help the City to address any questions that may arise in this process	Assistance, as needed
2.13 Briefing meetings to discuss key developments with City Partners	Attend briefing meetings to discuss key developments with City Partners	Attend pertinent meetings, as needed
2.14 Meeting minutes	Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested	Meeting minutes at pertinent meetings, as needed
2.17 Document Control	Use the document control and management system implemented during administration of the first CDBG-DR grant to provide the same support for the second CDBG-DR grant. Manage all required documentation for all projects funded by both grants in the document control and management system, and provide City staff training and support (e.g. password establishment and reset) to use the document control and management system	Sharepoint/eRoom
4.0 Action Plan Preparation/Amendment		
4.6 Grant Agreement	Develop Grant Agreement with City, assist City in gaining necessary approvals	Grant Agreement
4.9 Ongoing Compliance Consultation	Ad hoc advise based on regulations and HUD policy guidance	Assistance, as needed
4.12 Required Reporting DRGR (all allowable)	Assist the City in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR. Perform quarterly DRGR system reporting	Assistance with DRGR reporting

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B. Program/Portfolio Management

3.0 Program and Portfolio Management		Deliverables
3.1 Project Cost Validation		
	3.1.1. Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)	Independent assessments and updates of project cost estimates from City, external vendors, historical project cost data for various grant execution purposes
3.2 Project Oversight and Monitoring		
	3.2.1. Independent oversight of project health/performance (milestones, earned value, SPI, CPI) through continuous assessment of project data	Independent assessment of project-specific data for management reporting purposes
	3.2.2. Regular, standardized reporting to City of project performance at project and program level (defined in greater detail in below tasks)	
3.3 Project Risk Analysis		
	3.3.1 To support project planning tasks at each project 'stage gate', identification of technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance	Compilation of project-specific risk register, identification of mitigation strategies for management's purposes
3.4 Schedule & Cost Management Software		
	3.4.1 Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, proprietary cost management tools are proposed)	Updated project cost databases, reported in the following: portfolio dashboard reports, grant status reports, CDBG-DR required reports, periodic audit-assistance as required
	3.4.2 Providing City access to preapproved detailed cost/schedule reporting templates for their management purposes	
	3.4.3. Key cost/schedule and project health information to be provided to the City utilizing the Joplin Executive Dashboard tool	
3.5 Project Execution Plans (PEPs)	Development and maintenance of project specific information dossiers that compile all relevant technical, commercial, financial, risk, etc information to support City planning and decision tasks	1. Maintenance and updating of Project dossiers (one per project) during the course of execution.
3.5.1 Project Scope Definition	Development of project concept and objectives for planning and stakeholder input purposes. Will be further refined for work	2. Development of dossiers for new projects. Each dossier

	package planning and development tasks (e.g. design, construction, specific research/studies, etc)	will include estimates for life cycle costs per project, per stakeholder (e.g. City, external vendors, etc), including but not limited to: • Grant activities (planning, PAC and ADC costs) • Design • Construction • Operations & Maintenance • Subrecepient allocations Each dossier will also include: • a project brief, • conceptual project lay-out and boundaries, • schematic visuals of project concept, and (as applicable) with visual examples of key features associated with project for demonstrative purposes only • estimated timetable of key milestones, • project risk assessment (technical, delivery, organizational, related project risk) • stakeholder identification • procurement plan (and strategy, for discussion, if appropriate)
3.5.2 Cost/Capital Planning/Budget Development	Development and detailing of project costs at each project phase for planning and budgeting purposes (e.g. design, construction, specific studies/assessments, etc)	
3.5.3 Schedule/time table development and coordination	Development and detailing of project timetables for planning and coordination purposes. All related data will be incorporated into detailed project schedules and integrated master schedules.	
3.5.4 Resource planning	Development of resource plans highlighting stakeholders/roles/responsibilities needed to support City for execution of each infrastructure project.	
3.5.5 Project Risk Assessment	Inclusion of all risks identified in risk analysis phase into PEP document for incorporation into all project-specific planning and coordination activities	
3.5.6 Communication management	Development of plan for required stakeholder vetting, public outreach and vendor awareness/guidance	
3.5.7 Procurement management	Based on scope definition, development of contract work package planning and execution strategy to be incorporated in integrated master schedule and action plan revisions/amendments	
3.5.8 Change management	Standardized recording of all scope/cost/schedule changes and risk/issue triggers to be included in all planning and cost management efforts	
3.5.9 Close-out management	Detailed plan for execution of project close-out (plan, documents, register, approvals timetable)	
3.6 Integrated Master Scheduling		

	3.6.1 Development of project schedules covering all key activities from action plan development, capital planning, definition, procurement, design, construction, through to close-out	Development and maintenance of an integrated master schedule that identifies all key project and grant activities and milestones
	3.6.2. Development of CDBG-funded program wide infrastructure program schedule	
3.7 Communication Assistance (project definition, outreach)		
	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	Assistance with outreach activities required for projects that are, or will be, undergoing a planning process for consensus regarding scope
	3.7.2 Integrating public comment into project definition and planning documents	
3.8 Infrastructure Program Capital Planning/Budgeting	3.8.1 Develop and maintain project-specific and infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations	Maintenance of program cost summary for grant planning and administrative purposes
10.6 Geographic Information System (GIS) Dashboards		
	10.6.1 Web-based dashboard reporting tool for City to monitor project health/performance (EV, CPI, SPI, milestones)	Executive dashboard, accessible by City team from any computer/phone/tablet, providing status of all projects being executed under the grant. Selected project information can be shared with the public. Tool will also be used to assist with project and activity planning of the program.
	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	

C. Mercy Park

3.0 Program and Portfolio Management		**Deliverable**
3.3 Project Risk Analysis	To support project planning task at each project "stage gate" identification of technical, commercial, financial and regulatory risks for profitability and likelihood of impact on project performance	Risk Register
3.6 Integrated Master Scheduling	3.6.1 Development of project schedules, covering all key activities from action plan	Project Schedule

	development, capital planning, definition, procurement, design, construction, through to close-out	
3.7 Communication Assistance (project definition, outreach)	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	Project status meetings
3.11 Project Closeout	3.11.1 Project close-out assistance through compilation of documentation, registers and monitoring of outstanding item resolution	Close-out documentation compilation
6.0 Environmental Review (NEPA)		
6.1 Define project scope	6.1.1 Aggregate geographically or functionally related activities	Environmental Review Report
6.2 Determine Level of Review	6.2.4 Determine if Environmental Assessment ("EA") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project specific EA	
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 58.5 compliance	
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.	
7.0 Design		
7.1 Programming	7.1.1 Develop design program for selected project or program, agree deliverables, milestones and manhours, conduct kick-off (including assistance with programmatic design in relation to Mental Health, Job Training, and Green Building).	Develop deliverable timeline with key design milestones and develop checklist of deliverables to be submitted for the City technical design review.
	7.1.2 Review design contractor payment applications for progress	Review and coordinate design with City and stakeholders

7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved	(Mercy, Hospital, School)
Landscape Architectural Services	Design, implementation and construction observation services	Drawings and plans for Construction activities, developed by subcontractor
8.0 Construction Procurement		
8.1 Develop Bid Package	8.1.1 Assemble bid package documents	Bid package and associated supporting documents (advertisement, evaluation tab, public announcements, and notice to proceed)
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	
8.5 Technical Evaluation / Tabulation	8.5.1 Document technical evaluation process and criterion, input industry standard practice where appropriate	
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.	
9.0 Construction		
9.2 Construction	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits	Quarterly Progress Reports
	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	

D. Crosslines

3.0 Program and Portfolio Management		**Deliverable**
3.3 Project Risk Analysis	To support project planning task at each project "stage gate" identification of technical, commercial, financial and regulatory risks for profitability and likelihood of impact on project performance	Risk Register
3.7 Communication Assistance (project definition, outreach)	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	Project status meetings
3.11 Project Closeout	3.11.1 Project close-out assistance through compilation of documentation, registers and monitoring of outstanding item resolution	Close-out documentation compilation
6.0 Environmental Review (NEPA)		
6.1 Define project scope	6.1.1 Aggregate geographically or functionally related activities	Environmental Review Report
6.2 Determine Level of Review	6.2.4 Determine if Environmental Assessment ("EA") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project specific EA	
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 58.5 compliance	
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.	
9.0 Construction		
9.2 Construction	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site	Periodic Progress Reports of subgrantee activities

	visits	
	9.2.2 Review contractor payment applications for progress	

E. Capital Planning

3.0 Program and Portfolio Management		**Deliverables**
3.4 Schedule & Cost Management Software		
	3.4.1 Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, proprietary cost management tools are proposed)	Project cost summaries to be used for planning of grant activities (Council approval, Action Plan Development)
	3.4.2 Providing City access to preapproved detailed cost/schedule reporting templates for their management purposes.	
3.5 Project Execution Plans (PEPs)	Development and maintenance of project specific information dossiers that compile all relevant technical, commercial, financial, risk, etc information to support City planning and decision tasks	Project dossiers (one per project) identifying estimates for life cycle costs per project, per stakeholder (e.g. City, external vendors, etc), including but not limited to: • Grant activities (planning, PAC and ADC costs) • Design • Construction • Operations & Maintenance • Subgrantee allocations Each dossier will also include: • a project brief, • confirmation of considerations/achievement of recovery plan requirements • conceptual project lay-out and boundaries, • schematic visuals of project concept, and (as applicable) with visual examples of key features associated with project for demonstrative purposes only • estimated timetable of key
3.5.1 Project Scope Definition	Development of project concept and objectives for planning and stakeholder input purposes. Will be further refined for work package planning and development tasks (e.g. design, construction, specific research/studies, etc)	
3.5.2 Cost/Capital Planning/Budget Development	Development and detailing of project costs at each project phase for planning and budgeting purposes (e.g. design, construction, specific studies/assessments, etc)	
3.5.3 Schedule/time table development and coordination	Development and detailing of project timetables for planning and coordination purposes. All related data will be incorporated into detailed project schedules and integrated master schedules.	
3.5.4 Resource planning	Development of resource plans highlighting stakeholders/roles/responsibilities needed to support City for execution of each infrastructure project	
3.5.5 Project Risk Assessment	Inclusion of all risks identified in risk analysis phase into PEP document for	

	incorporation into all project-specific planning and coordination activities	milestones, • project risk assessment (technical, delivery, organizational, related project risk) • stakeholder identification • procurement plan (and strategy, for discussion, if appropriate)
3.5.6 Communication management	Development of plan for required stakeholder vetting, public outreach and vendor awareness/guidance	
3.5.7 Procurement management	Based on scope definition, development of contract work package planning and execution strategy to be incorporated in integrated master schedule and action plan revisions/amendments	
3.8 Infrastructure Program Capital Planning/Budgeting	3.8.1 Develop and maintain project-specific and infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations	• Program cost summary for grant planning and administrative purposes • Consensus/approval presentation for City Council

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 2 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 2' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

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5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN:** _____ **END:** _____

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		$1,132,397.00
	Planning Costs		$740,046.00
	Program Administration Costs		$1,100,393.00

26	**GRAND TOTAL**		**$2,972,836.00**

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective for two (2) years from the execution date of this Work Authorization.

Our per-hour billing rates are provided below.

Role	Hourly Rate
Partner, Principal, Director	$242
Program/Senior Manager	$215
Manager	$189
Senior Staff	$161
Junior Staff	$136
4J Functional Lead	$125

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: Troy Bolander
TITLE: Director of Planning and Community Development

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COUNCIL BILL NO. 2014-416 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin execute Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed Two Million Nine Hundred Seventy-Two Thousand Eight Hundred Thirty-Six Dollars ($2,972,836.00) and authorizing the Director of Planning and Community Development 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 2 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed not to exceed Two Million Nine Hundred Seventy-Two Thousand Eight Hundred Thirty-Six Dollars ($2,972,836.00).

Section 2. That the Planning and Community Development 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

_____, 2014, 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 15, 2014

ITEM: Council Bill No. 2014-628 amending job classifications and the salary administration plan for the city of Joplin, Missouri.

ORIGINATING DEPARTMENT: City Manager's Office

ATTACHMENTS: Council Bill No. 2014-628; Summary Sheet and Revised Salary Administration Plan; and Descriptions for updated classifications.

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

SUMMARY:

This Council Bill approves updated job descriptions for positions within the city and approves a revised salary administration plan to reflect these changes.

DISCUSSION:

Recently the City Council approved the creation of a department of Planning, Development and Neighborhood Services to provide better service to our residents and increase the efficiency and effectiveness of city operations. As a result of this action, several job descriptions need to be amended, and a revised salary administration plan needs to be approved to allow the city to fill these positions.

During FY 2014-15 budget discussions, other changes to job titles within the system were discussed to more accurately reflect the duties performed by staff in these roles. These changes are included on the attached summary sheet, with the job descriptions included for your review.

The Personnel Board met on December 11, 2014 to review and discuss these changes, and voted to recommend your approval.

RECOMMENDATION:

Staff recommends Council Bill be passed on an emergency basis.

COUNCIL BILL NO. 2014-628 ORDINANCE NO. 2014-___

AN ORDINANCE amending the Salary Administration Plan adopted by Ordinance No. 2014-016 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

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

Section 1. That the position description changes as attached hereto and indicated on the "Summary Sheet" are hereby established.

Section 2. That the Salary Administration Plan as attached hereto and which reflects these changes is hereby established.

Section 3. That this Ordinance, dealing with the current expenses 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 shall be in full force and effect immediately from and after its passage and approval. Specifically, passage of this Ordinance will allow staff the opportunity to fill positions that are currently vacant using public funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014 by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Changes from last update dtd. 2/4/14

New Title	Old Title	Change in Pay Range?	Notes
Assistant Dir. of Public Works/Operations	Same	Yes, down 17%	
Asst. Dir of Planning, Dev, and Neighborhood Svcs.	Planning & Community Dev. Mgr	Yes, up 5%	a result of the newly created planning dept.
Asst. Dir of Public Works/Engineering	Engineering Manager	Yes, up 5%	have been unable to fill since last year, changes will help
Capital Improvement Projects Manager	CDBG Project Manager	No	to manage CIST projects; time charged to the projects
Director of Planning, Dev, and Neighborhood Svcs.	Assistant Dir. of Public Works/Planning	No	a result of the newly created planning dept.
Golf Course Professional	Golf Course Operator	Yes, see notes	combines GC Operator and 1 Laborer I from Cemeteries
HR/Safety Specialist	HR Specialist	No	Title change, focus on employee safety/risk mgmt.
Neighborhood Services Supervisor	Neighborhood Services Manager	Yes, down 13.6%	
Police Captain	Police Lieutenant	No	title change only, requested during budget process

CITY OF JOPLIN
SALARY ADMINISTRATION PLAN
EFFECTIVE DECEMBER 15, 2014

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

	Position	Annual Min	Annual Mid	Annual Max
	Accounting Specialist	$28,425	$34,837	$41,248
	Airport Manager (E)	$44,098	$55,284	$66,471
	Airport Operations Supervisor	$28,425	$34,837	$41,248
	Airport Operations Worker	$22,273	$27,296	$32,319
	Animal Control Officer	$25,784	$31,598	$37,413
	Arborist (E)	$38,093	$47,756	$57,418
*	Assistant City Attorney (E)	$48,618	$60,950	$73,283
	Assistant City Clerk	$29,848	$36,579	$43,310
*	Assistant City Manager (E)	$71,831	$90,052	$108,272
*	Assistant City Prosecutor (E)	$44,098	$55,284	$66,471
*	Assistant Director of Health & Env/Epid Coordinator (E)	$48,618	$60,950	$73,283
*	Assistant Director of Human Resources (E)	$41,997	$52,651	$63,305
*	Assistant Director of Parks and Recreation (E)	$48,618	$60,950	$73,283
*	Assistant Director of Planning, Development and Neighborhood Services (E)	$48,618	$60,950	$73,283
*	Assistant Director of Public Works/Engineering (E)	$62,051	$77,790	$93,529
*	Assistant Director of Public Works/Operations (E)	$51,049	$63,998	$76,948
*	Assistant Finance Director (E)	$51,049	$63,998	$76,948
*	Assistant Police Chief (E)	$51,049	$63,998	$76,948
	Assistant to the City Manager (E)	$38,093	$47,756	$57,418
	Athletic Manager (E)	$36,279	$44,462	$52,645
	Automotive Mechanic I	$28,425	$34,837	$41,248
	Automotive Mechanic II	$31,339	$38,407	$45,475
	Automotive Service Worker	$23,385	$28,660	$33,935
	Battalion Chief (E)	$46,303	$58,048	$69,793
	Building Inspector	$32,906	$40,328	$47,751
	Building Maintenance Supervisor (E)	$36,279	$44,462	$52,645
	Building Maintenance Technician	$31,339	$38,407	$45,475
	Capital Improvement Project Manager (E)	$46,303	$58,048	$69,792
	CDBG Project Manager (E)	$46,303	$58,048	$69,792
	Chief Building Official (E)	$46,303	$58,048	$69,792
	Chief Wastewater Plant Operator I	$29,848	$36,579	$43,310
	Chief Wastewater Plant Operator II	$32,906	$40,328	$47,751
	Chief Wastewater Plant Technician	$36,279	$44,462	$52,645
*	City Attorney (E)	$71,831	$90,052	$108,272
*	City Clerk (E)	$44,098	$55,284	$66,471
*	City Prosecutor (E)	$46,303	$58,048	$69,792
	Civil Engineer I (E)	$44,098	$55,284	$66,471
	Civil Engineer II (E)	$48,618	$60,950	$73,283
	Clerk	$19,240	$23,579	$27,918
	Communications Technician	$36,279	$44,462	$52,645
	Communications Technician Manager (E)	$39,998	$50,144	$60,289
*	Community Health Director (E)	$62,051	$77,790	$93,529
	Community Health Nurse (E)	$39,998	$50,144	$60,289
	Community Health Planner/Educator (E)	$34,551	$42,344	$50,136
	Compliance Officer I	$24,554	$30,093	$35,632
	Compliance Officer II	$28,425	$34,837	$41,248
	Construction Inspector	$32,906	$40,328	$47,751
	Cook	$19,240	$23,579	$27,918
	Court Assistant I	$22,273	$27,296	$32,319

CITY OF JOPLIN
SALARY ADMINISTRATION PLAN
EFFECTIVE DECEMBER 15, 2014

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

	Position	Annual Min	Annual Mid	Annual Max
	Court Assistant II	$25,784	$31,598	$37,413
	Crime Analyst/Accreditation Coordinator	$29,848	$36,579	$43,310
	Custodian	$21,212	$25,996	$30,780
*	CVB Director (E)	$48,618	$60,950	$73,283
	CVB Tourism & Events Specialist	$25,784	$31,598	$37,413
*	Deputy Fire Chief (E)	$51,049	$63,998	$76,948
	Detention Officer	$24,554	$30,093	$35,632
*	Director of Information Services (E)	$65,152	$81,678	$98,205
*	Director of Planning, Development and Neighborhood Services (E)	$62,051	$77,790	$93,529
	Director of Sales/CVB (E)	$36,279	$44,462	$52,645
	Emergency Management Coordinator (E)	$39,998	$50,144	$60,289
	Engineering Assistant	$24,554	$30,093	$35,632
	Engineering Technician	$29,848	$36,579	$43,310
	Environmental Public Health Specialist I (E)	$32,906	$40,328	$47,751
	Environmental Public Health Specialist II (E)	$36,279	$44,462	$52,645
	Equipment Operator	$24,554	$30,093	$35,632
	Evidence Technician	$28,425	$34,837	$41,248
*	Executive Assistant/Sec to City Manager	$29,848	$36,579	$43,310
	Facility & Events Manager (E)	$36,279	$44,462	$52,645
*	Finance Director (E)	$65,152	$81,678	$98,205
	Financial Analyst (E)	$41,997	$52,651	$63,305
	Fire Apparatus Fleet Manager	$36,279	$44,462	$52,645
	Fire Captain	$39,998	$50,144	$60,290
*	Fire Chief (E)	$68,411	$85,764	$103,116
	Fire Driver/Engineer	$32,906	$40,328	$47,750
	Fire Marshal (E)	$39,998	$50,144	$60,289
	Fire Training Chief (E)	$44,098	$55,284	$66,471
	Firefighter/EMT	$29,847	$36,579	$43,310
	Fleet Maintenance Supervisor (E)	$38,093	$47,756	$57,418
	GIS Technician	$32,906	$40,328	$47,751
	Golf and Athletic Field Maint Supervisor (E)	$34,551	$42,344	$50,136
	Golf Course Maintenance Supervisor (E)	$34,551	$42,344	$50,136
	Golf Course Professional (E)	$38,093	$47,756	$57,418
	Heavy Equipment Operator	$28,425	$34,837	$41,248
	Human Resources Assistant	$24,554	$30,093	$35,632
*	Human Resources Director/Risk Mgmt (E)	$59,095	$74,085	$89,076
	Human Resources/Safety Specialist	$28,425	$34,837	$41,248
	Infrastructure Maintenance Supervisor (E)	$38,093	$47,756	$57,418
	Infrastructure Superintendent (E)	$46,303	$58,048	$69,792
	IT Analyst	$36,279	$44,462	$52,645
	Jail Administrator (E)	$39,998	$50,144	$60,289
	Jail Shift Supervisor	$29,848	$36,579	$43,310
	Laborer I	$21,212	$25,996	$30,780
	Laborer II	$23,385	$28,660	$33,935
	Land Surveyor (E)	$36,279	$44,462	$52,645
	Lead Cemetery Caretaker	$29,848	$36,579	$43,310
	Lead Parks Caretaker	$29,848	$36,579	$43,310
	Legal Specialist	$28,425	$34,837	$41,248
	Licensed Practical Nurse	$25,784	$31,598	$37,413

CITY OF JOPLIN
SALARY ADMINISTRATION PLAN
EFFECTIVE DECEMBER 15, 2014

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

	Position	Annual Min	Annual Mid	Annual Max
	Medical Services Coordinator (E)	$41,997	$52,651	$63,305
*	Municipal Court Administrator (E)	$44,098	$55,284	$66,471
*	Municipal Judge (E)	$62,051	$77,790	$93,529
	Neighborhood Improvement Officer	$29,848	$36,579	$43,310
	Neighborhood Services Coordinator	$31,339	$38,407	$45,475
	Neighborhood Services Supervisor (E)	$39,998	$50,144	$60,289
	Network Manager	$46,303	$58,048	$69,792
	Nutritionist I (E)	$31,339	$38,407	$45,475
	Nutritionist II (E)	$34,551	$42,344	$50,136
	Parking Enforcement Officer	$23,385	$28,660	$33,935
*	Parks & Recreation Director (E)	$62,051	$77,790	$93,529
	Parks Caretaker	$24,554	$30,093	$35,632
	Parks Facilities Maintenance Supervisor (E)	$39,998	$50,144	$60,289
	Parks Facilities Maintenance Technician	$25,784	$31,598	$37,413
	Parks Maintenance Supervisor (E)	$41,997	$52,651	$63,305
	Planner (E)	$34,551	$42,344	$50,136
	Plans Reviewer	$38,093	$47,756	$57,418
*	Police Chief (E)	$68,411	$85,764	$103,116
	Police Corporal	$34,551	$42,344	$50,136
	Police Captain (E)	$46,303	$58,048	$69,792
	Police Officer I	$29,848	$36,579	$43,310
	Police Officer II	$32,906	$40,328	$47,751
	Police Officer Trainee	$28,425	$34,837	$41,248
	Police Sergeant	$39,998	$50,144	$60,289
	Property Negotiator/Appraiser	$32,906	$40,328	$47,751
*	Public Defender (E)	$41,997	$52,651	$63,305
	Public Information Officer (E)	$39,998	$50,144	$60,289
	Public Safety Communications Manager (E)	$36,279	$44,462	$52,645
	Public Safety Communications Operator	$28,425	$34,837	$41,248
	Public Safety Communications Supervisor	$34,551	$42,344	$50,136
*	Public Works Director (E)	$71,831	$90,052	$108,272
	Recreation Supervisor (E)	$38,093	$47,756	$57,418
	Recycling Coordinator (E)	$31,339	$38,407	$45,475
	Regional Response Planner (E)	$39,998	$50,144	$60,289
	Senior Accountant (E)	$39,998	$50,144	$60,289
	Senior Clerk	$23,385	$28,660	$33,935
	Small Engine Mechanic	$23,385	$28,660	$33,935
	Systems Operator	$28,425	$34,837	$41,248
	Traffic Markings and Sign Technician	$25,784	$31,598	$37,413
	Traffic Signal Technician	$29,848	$36,579	$43,310
	Transit Dispatcher	$22,273	$27,296	$32,319
	Transit Driver I	$22,273	$27,296	$32,319
	Transit Driver II	$23,385	$28,660	$33,935
	Transit Driver Supervisor	$25,784	$31,598	$37,413
	Transportation Coordinator (E)	$39,998	$50,144	$60,289
	Utility Locator	$24,554	$30,093	$35,632
	Utility Worker	$21,212	$25,996	$30,780
	Wastewater Laboratory Assistant	$23,385	$28,660	$33,935
	Wastewater Laboratory Supervisor	$38,093	$47,756	$57,418

CITY OF JOPLIN
SALARY ADMINISTRATION PLAN
EFFECTIVE DECEMBER 15, 2014

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

Position	Annual Min	Annual Mid	Annual Max
Wastewater Laboratory Technician	$29,848	$36,579	$43,310
Wastewater Plant Operator	$28,425	$34,837	$41,248
Wastewater Plant Superintendent (E)	$46,303	$58,048	$69,792
Wastewater Plant Technician	$31,339	$38,407	$45,475
Wastewater Plant Utility Worker	$23,385	$28,660	$33,935
Wastewater Pretreatment Inspector	$38,093	$47,756	$57,418
WIC Certifier	$21,212	$25,996	$30,780
WIC Services Coordinator (E)	$39,998	$50,144	$60,289

Part-Time Hourly	Step 1	Step 2	Step 3
Court Bailiff	$15.000	$15.600	$16.224
Interpreter/Translator	$10.161	$10.567	$10.990
Lead Peer Counselor	$11.540	$12.002	$12.482
Peer Counselor	$9.620	$10.005	$10.405
Police Reserve Officer	$10.161	$10.567	$10.990

Seasonal Hourly	Step 1	Step 2	Step 3
Aquatic Supervisor	$10.209	$10.617	$11.042
Cashier	$8.250	$8.580	$8.923
Day Camp Director	$10.209	$10.617	$11.042
Laborer	$9.438	$9.816	$10.209
Lifeguard	$8.250	$8.580	$8.923
Pool Operator	$9.438	$9.816	$10.209
Recreation Instructor	$9.075	$9.438	$9.816
School Crossing Guard	$9.816	$10.209	$10.617
School Crossing Guard Coordinator	$10.617	$11.042	$11.484

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES

TITLE:	ASSISTANT DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES
DEPARTMENT:	PLANNING DEPARTMENT

DESCRIPTION:

Under general direction, plans and organizes the planning functions of the City of Joplin. Reports to the Director of Planning, Development and Neighborhood Services.

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.

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 short-and long-term comprehensive programs and plans for development, growth, revitalization, and utilization of land and physical facilities to maximize quality of life for the community and its residents.
- Provides professional planning assistance to requestors as needed.
- Organizes and coordinates a variety of planning tasks.
- Collects and analyzes data on economic, social, and physical factors affecting land use.
- Projects future community needs.
- Confers with local authorities, civic leaders, and land planning and development specialist to devise and recommend arrangement of land and physical facilities for residential, commercial, industrial, and community uses.
- Conducts public meetings and meets with groups and committees to identify and resolve problems.
- Recommends governmental measure affecting land use, public utilities, community facilities, and housing and transportation to control and guide community develop land renewal.
- Speaks before various civic and professional organizations.
- Present reports to the City Manager and City Council on individual projects as necessary.
- Review and evaluates environmental impact reports applying to specified private and public planning projects and programs.
- Confers and coordinates activities with local planning 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 supervisor 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 elected City officials, other Department management staff, and the public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of the principles and practices of public administration, including program planning, project management.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing.
- Manual dexterity sufficient to operate essential job related equipment such as computer, typewriters, FAX machines, copiers, and telephones.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or to others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of coaching and training employees.
- Knowledge of Joplin City Charter/ Code.
- Skill in evaluating complex plans to ensure compliance with project specifications.
- Skill in planning, organizing and directing varying programs.

GENERAL QUALIFICATIONS:

- An undergraduate degree in Public Administration, Urban Planning and experience equivalent to four (4) years of professional planning experience, at least three (3) of which must have been in a public sector setting, and in supervision of staff.
- A master's degree in planning or a related field is preferred.
- Experience in project planning and management.
- 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)

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING

TITLE: ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING

DEPARTMENT: PUBLIC WORKS DEPARTMENT

DESCRIPTION:

Under general supervision, oversees and directs the day-to-day engineering oriented activities of the Public Works Department.

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.

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.

- Confers with and provides technical engineering advice to design professionals and contractors regarding the design, construction, maintenance, and repair of streets, sidewalks, sanitary and storm sewer lines, wastewater treatment, traffic controls, and municipal structures and facilities.
- Oversees the review and approval of engineering drawings, plans, and blue prints to ensure compliance with established project specifications and established engineering standards.
- Prepares project status reports and budget estimates.
- Confers and coordinates activities with State, Federal, and local design professionals, environmental, and public works agencies/organizations.
- Speaks before various civic and professional organizations on Public Works matters.
- Presents periodic reports to the Public Works Director regarding engineering oriented activities.
- Oversees the overall operations of the Public Works Department in the capacity of Assistant Public Works Director and functions as Public Works Director during the absence of the Director.
- Organizes, coordinates, assigns, and reviews the work of subordinate engineering staff involved in a variety of public works engineering oriented activities, including street design, general field survey, contract/bid development, public works construction project inspection, and the design and construction/renovation of City buildings and facilities.
- Meets with design professionals, contractors, property owners, and the public to explain public works projects and resolve problems.
- Directs assigned personnel, evaluates their performance, and provides training and development as appropriate.
- Prepares and manages assigned program area budget; participates in the development and implementation of long-range planning including reviewing and evaluating work products, methods and procedures as well as forecasting needed staff, equipment, material and supplies.

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 supervisor 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 elected City officials, other Department management staff, and the public.

MATHEMATICAL ABILITY

- Skill and experience in contract development and management for both consultant and construction contracts.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of the principles and practices of public administration, including budgeting, program planning/development, project management, and employee training and supervision.
- Skill in interpreting complex public works oriented engineering designs, drawings, plans, and regulations.
- Skill in evaluating complex public works oriented engineering designs, drawings, and plans to ensure compliance with established project specifications and engineering standards.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing.
- Manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.
- Travels to a variety of construction and or work sites at all times of the year with possible exposure to hazardous conditions and/or disease when at these sites.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of civil engineering, public works, and municipal utility operations.
- Knowledge of Joplin City Charter/Code regarding public works functions/activities.
- Knowledge of federal, state and local laws and regulations affecting municipal public works activities and public administration techniques as relative to a Public Works Department
- Skill in planning, organizing, and directing the work of subordinate engineering staff.

GENERAL QUALIFICATIONS:

- Graduation from an accredited college or university with a Bachelor's degree in Civil Engineering or closely related area of Engineering.
- Experience equivalent to four years of professional engineering, at least two of which must have been in a public works setting.
- Must possess registration as Professional Engineer in the State of Missouri or acquire within probationary period.
- 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)

PUBLIC WORKS DEPARTMENT	APPROVED:
ORDINANCE #:	PAY RANGE:

JOB DESCRIPTION
CITY OF JOPLIN
CAPITAL IMPROVEMENT PROJECT MANAGER

TITLE: CAPITAL IMPROVEMENT PROJECT MANAGER

DEPARTMENT: PLANNING

DESCRIPTION:

The objective of the Capital Improvement Project Manager is to assist in timely completion of the capital improvement projects identified in the Capital Improvement Program.

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 are extremely important in this position and requires a high level of confidentiality.

SPECIFIC 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.

Management:

- Under the direction of the Director of Public Works or Assistant Director of Public Works, coordinates, develops, manages and administers engineering design and construction oversight contracts and municipal construction contracts.
- Solves problems through research, analysis of City policies, and careful consideration of all alternatives, to obtain a cohesive and effective resolution.
- Provides support necessary to prioritize agenda and develop strategies for implementation.
- Expected to be a liaison between departments, consultants, contractors, project stakeholders and City Administration to ensure projects meet the desired outcome.
- Responsible for completing the appropriate selection process for consultant services to provide professional needs assessment, design and /or construction inspection services for various city projects.

Administration:

- Takes initiation with timely follow through to achieve completion of engineering design tasks
- Checks bidding procedures and contract pay requests.
- Effectively coordinates among contractors, consultants and in-house staff to ensure to ensure all issues and conflicts on Capital Improvement Projects are resolved in a timely manner.
- Continually collects, prepares, and analyzes progress of Capital Improvement projects.
- Responsible for the effective project close-out to include, but not limited to any necessary change-order administration, final payment, ensuring input from end-users and consultants about the quality of work and resolving any noted discrepancies with contractor(s). This will be done by effective note-keeping and communication throughout the project.

Projects:

- Provides all necessary support by way of effective coordination in various activities related to Capital Improvement projects such as engineering design, right-of-way & easement acquisitions, construction and interactions with the property owners and the general public.

- Responsible for pre-bid administration of projects by ensuring consultant estimates either fit within budgets or follow established procedures for ensuring adequate funds to legally award bids, briefing Department Heads, City Administration and the City Council (as needed) on projects as necessary and/or as directed.
- Responsible for bid administration by working with consultants to make sure bids are clean, responsible and references are checked. Proper bid administration will ensure adequate funds are available and either ensure the availability of funds or working with consultants to recommend award on a financially feasible project. Further, this position will be responsible for ensuring not only affordability, but value (i.e., is this a good price for the project being delivered, or is there a better time or way to complete the project?)

Meetings/ Public Relations:

- Communicates goals and objectives while developing working relationships with both the private and public sectors.
- Facilitates liaison meetings with agencies to develop working relations, to tackle issues and to advance the City's interests.
- Present items to the City Council, or other appointed boards and commissions as needed. Responsible for timely and responsive service on behalf of the consultants and contractor(s) who are providing services to the City.

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 supervisor 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

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to participate effectively in all types of meetings.
- Effective at communication and mediation and resolution of competing desires.

MATHEMATICAL ABILITY

- Ability to make advanced mathematical computations.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Ability to comprehend, retain, and apply City policies and State and Federal regulations.

PHYSICAL REQUIREMENTS

- The duties of this job may include physical activities such as climbing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing, bending/twisting, and performing repetitive motions.
- Specific vision abilities required by this job include close, distance, and peripheral vision; depth perception, and the ability to adjust focus.
- This job is performed in an office and outside environment.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of effective planning and coordination techniques.

- Knowledge of Microsoft Office software.
- Skill in resolving problems or situations
- Very diligent and effective at staying on top of tasks, scheduling people and tasks and be relentless in support of the City's time, people and financial resources.
- Ability to provide expert advice without formal supervisory responsibility.
- Ability to comprehend the complexity of tasks and develop realistic timelines.
- Ability to effectively prioritize tasks for timely completion
- Ability to instruct and train in methods & procedures.
- Ability to respond to complaints and grievances.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintain self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

GENERAL QUALIFICATIONS:

- Graduation from an accredited college or university with a degree in Civil Engineering or related discipline.
- Six years of experience in infrastructure design, and project management in assigned area.
- A master's degree in Civil Engineering or related discipline may be substituted for one year of work experience.
- 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.

CERTIFICATION

- Must possess a Professional Engineer's license; MO registration, as issued by the State Board of Registration for Professional Engineers, required within six months of employment. Must possess or obtain a valid Missouri Motor Vehicle Operator's License.

_____ _____
Employee Name (Please Print) Date

_____
Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES

TITLE: DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES

DEPARTMENT: PLANNING

DESCRIPTION:

Under general direction, plans, organizes and administers the planning and community development functions of the City of Joplin.

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.

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.

- Organizes, coordinates, and directs, a variety of planning and community development oriented tasks and functions and assesses and evaluates new or expanded economic development needs of the City and makes appropriate recommendations. Oversees annexation issues. In addition oversees the; building, engineering, neighborhood services and planning divisions. May function as Public Works Director during an absence of the Public Works Director.
- Prepares annual budget request and manages operating and capital budgets within the division, including determining priorities and allocating resources; selects, trains, and evaluates the work of staff to ensure that all are achieving established goals and maximizing resources. Oversees grant programs and accomplishments with HUD, HOME, CDBG and EDA.
- Conducts public meetings and meets with groups and committees to identify and resolve problems.
- Serves as senior planner for the department. Provides professional planning assistance to members of the community. Conducts research and prepares statistical reports on land use, physical, social and economic conditions and issues.
- Coordinates and responds to annexation issues from the public, both voluntary and involuntary. Works with other departments and prepares reports to evaluate requests for review by the City Manager and consideration by City Council.
- Confers and coordinates activities with State, Federal, and local planning and development agencies and firms. Speaks before various civic and professional organizations; presents reports to the City Manager and City Council on individual projects as necessary.

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 supervisor 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.

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff and the public.

MATHEMATICAL ABILITY

- Knowledge of the principles and practices of public administration, municipal government, including budgeting, program planning/development, project management, and employee training and supervision.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in evaluating complex plans to ensure compliance with established project specifications and standards.
- Skill in planning, organizing, and directing program.
- Skill in managing multiple projects simultaneously.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of Joplin City Charter/Code.

QUALIFICATIONS:

- An undergraduate degree in Public Administration or Urban Planning.
- Experience equivalent to five years of professional planning experience, at least three of which must have been in a public sector setting.
- Preference given to a master's degree in planning or a related field.
- AICP certification preferred.
- Experience in staffing and supervision, finance and budget control and project planning and management.
- Must 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)

PLANNING DEPARTMENT	APPROVED:
11.18.13	
ORDINANCE 2012-173	PAY RANGE:
380	

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD SERVICES

PLANNING DEPARTMENT	APPROVED:
11.18.13	
ORDINANCE 2012-173	PAY RANGE:
380	

JOB DESCRIPTION
CITY OF JOPLIN
GOLF PROFESSIONAL

TITLE: GOLF PROFESSIONAL

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under general supervision the Golf Professional is responsible for overseeing and providing direction in all aspects of management of the golf facilities, including golf operations, course maintenance, customer service, sales and marketing, food and beverage, accounting/budgeting and human resources. The Golf Professional reports to the Assistant Director of Parks and Recreation.

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.

- Manage all aspects of clubhouse operations and programs including its activities and the relationships between the facility, its patrons, employees, community, government and industry.
- Coordinates operating policies and procedures and directs the work of clubhouse staff.
- Works with the Golf Maintenance Supervisor with the oversight of golf course maintenance objectives.
- Implements and monitors the budget, monitors the quality of products and services and ensures maximum customer satisfaction.
- Secures and protects assets, including financial, facilities and equipment.
- Maintain active membership in good standing with the PGA of America. Maintain and promote a positive professional image within the community.

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.

- Oversee the management and performance of all golf shop and applicable department operations and services; assure high standards and total customer satisfaction.
- Promotes the golf course and program to strive for optimum utilization of the facilities;
- Manages and oversees the software reservation system, starting and monitoring of play.
- Oversee and manage liquor license and the sales of alcoholic beverages.
- Establish golf shop operations personnel policies and ensure proper hiring, training, supervising, personal development and corrective action in accordance with fair labor standards, safety and established policy. Assist with the development of operating procedures for the golf operation.
- Oversee and manage clubhouse and golf instruction personnel.
- Assist with the coordination and development of annual business plans for the golf operation.
- Oversee golf marketing initiatives including all promotional materials, the promotion of new golf memberships, play recruitment, yield management, golf packages, and outside events; Coordinate and ensure correspondence, reporting, newsletters, and communications for the golf operation.
- Coordinate plans for all food and beverage needs, on-course food and beverage needs, banquets, outside events for all golf functions.
- Assists in the development, maintenance and administration of strategic long-range and annual organizational and business plans, as well as assists and advises with long-range plans for improvements to the facility.
- Meet, greet, and welcome prospective customers/patrons.
- Interpret and enforce The Rules of Golf; Enforce all rules and regulations governing golf course usage.
- Oversee an innovative tournament program that services all customer segments.

- Oversee golf instruction/clinics/golf schools/golfer development programs for all customer segments.
- Oversee a profitable merchandise concession that is consistent with customer/patron demographics and needs.
- Assist with the fiscal responsibilities and performance for the golf operations including planning, budgeting, forecasting, monitoring, and corrective management.
- Establish sales goals and forecasts for all golf programs and services, monitor and analyze reports.
- Maintain a close working relationship with the Assistant Director of Parks and Recreation and the Golf Maintenance Supervisor, as well as other division leaders.
- Develops and monitors operation of golf program, including teaching, scheduling, tournaments, locker rooms, driving range, cart rentals, and pro shop facility.
- Play golf and provide instruction with customers/patrons of all skill levels as time and duties permit.
- Oversee and enforce golf shop operations policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources.
- Attend conferences, workshops, meetings, and trade shows to keep abreast of current information and developments in the field.

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 supervisor 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

- Excellent oral and written communication skills.
- Excellent presentation skills.

MATHEMATICAL ABILITY

- Knowledge of accounting and financial management principles including uniform system of accounts, financial analysis, budgeting, cash flow forecasting, compensation and benefit administration, financing capital projects, audits, internal revenue service, computers, business office organization and long-range financial planning.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Human resource management skills in employee relations, management styles, organizational development, work/family balance, time management, stress management, labor issues and leadership vs. management.
- Effective negotiation skills.

PHYSICAL REQUIREMENTS

- While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand; talk or hear, walk, and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.
- The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- This position requires that the person stand or walk most of the time with bending, stooping, squatting, twisting, reaching, and working on irregular surfaces or at heights above the ground.

ENVIRONMENTAL ADAPTABILITY

- Sales and marketing knowledge.
- Knowledge of building and facilities management in the areas of preventive maintenance, insurance and risk management, clubhouse/building remodeling and renovation, contractors, energy and water resource management, housekeeping, security, laundry and lodging operations.

GENERAL QUALIFICATIONS:

- Bachelor's Degree in Recreation Administration, Business Administration, Physical Education or other closely related field, and a minimum of two (2) years' experience in operating a municipal golf facility; OR an equivalent combination of education and experience; substituting on a year-for-year basis.
- Preferably college level course work in accounting, budgeting, personnel, finance and/or business administration; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Supervisory training and experience.
- Experience with golf reservation and accounting software.
- Knowledge of RecTrac software preferred.
- Must be Class A or Class Junior A PGA Professional in good standing.
- Extensive experience in golf course programming and operations.
- Must be a Missouri resident due to eligibility to obtain the "Managing Officer" for the golf course per Missouri Division of Alcohol and tobacco.
- 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)

JOB DESCRIPTION
CITY OF JOPLIN
HUMAN RESOURCES/ SAFETY SPECIALIST

TITLE: HUMAN RESOURCES/ SAFETY SPECIALIST

DEPARTMENT: HUMAN RESOURCES

DESCRIPTION:

Under general supervision from the Director of Human Resources and Risk Management, performs a variety of technical and general level human resource functions in the areas of employment, payroll, and benefits. In addition performs a variety of general safety and risk management functions in the area of loss control, safety, claims, and training & development.

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.

- Processes Workers Compensation claims.
- Works with the third party administrator on the care of the employee.
- Arranges for medical assistance or for surveillance of injured employees.
- Verifies and coordinates Workers Compensation services, including light duty assignments.
- Manages Return to Work programs for injured workers.
- Enters data into the MMSEA program to determine eligibility of the injured worker for Medicare or Medicaid benefits.
- Conducts training in all safety topics, assist in the development of training content and works with department heads to ensure their staff is following safety protocols.
- Handles property and casualty claims, and works with third party administrator to ensure the claims are handled timely and properly. May conduct on site investigations of claims.
- Perform safety inspections and reports to management and reports any non-compliance or hazardous conditions to management.
- Participates in the development of policies and procedures to prevent accidents.
- Oversees HR process of Fortis software program.
- Responsible for oversight of the volunteer program for the City.
- Manages the staffing and training of information desk in the lobby.
- Investigates all accidents and injuries.
- Conducts Job Safety, Risk and Ergonomic Assessments.
- Performs other safety, loss control and risk related duties as needed and/or assigned.
- Assists the Director of HR and RM in the management of the Safety Committee and Emergency Response Teams.
- Ensures compliance with OSHA, EPA, DNR, FTA, FMCSA, FAA and other local, state and federal regulations.

- Prepares a variety of employment reports required by State and Federal laws, regulations and guidelines.
- Responds to employee questions about personnel rules/regulations and safety policy/procedures.
- Serves as a backup for HR, Payroll and other HR processes, as needed and/or assigned.
- Prepares Risk Management reports for management on weekly, monthly or annual basis.

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 supervisor 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 quality customer service and written and verbal communication.
- Ability to communicate in a professional and effective manner with a diverse clientele.

MATHEMATICAL ABILITY

- Ability to operate a computer and application software for the purpose of creating spreadsheets, reports, and correspondence.
- Ability to prepare detailed reports to management on HR and Safety issues.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of the Missouri Worker's Compensation rules and guidelines
- Knowledge of areas of Human Resources, Safety and claims handling best practices.
- Skill in understanding and interpreting complex laws, regulations, policies, procedures, and guidelines.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing.
- Manual dexterity sufficient to operate job related office equipment.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety.
- May require physical duties such as walking, bending, climbing, reaching, lifting, standing, and pulling to conduct facility inspections and risk assessments.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of EEOC, OSHA, EPA/DNR, DOT and other state and federal laws.
- Knowledge of computer software applications
- Knowledge in the use and application of Excel, Word and PowerPoint programs.
- Ability to create and deliver effective training programs.
- Ability to follow very detailed step by step processes for filing of State and Federal reports and forms and data entry into computerized systems.

JOB DESCRIPTION
CITY OF JOPLIN
HUMAN RESOURCES/ SAFETY SPECIALIST

GENERAL QUALIFICATIONS:

- A college degree in Business Management, Safety or Human Resources, Safety with at least two (2) years of experience in any of these disciplines.
- Or, two (2) years of college coursework toward a degree in Human Resource Management, Safety, Business Management, or closely related field and at least four (4) years' experience in the Human Resources and/or the Safety fields.
- An additional year of experience may substitute for one year of education.
- Must possess a valid driver's license.
- Must 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)

JOB DESCRIPTION
CITY OF JOPLIN
PLANNER

TITLE: PLANNER

DEPARTMENT: PLANNING DEPARTMENT

DESCRIPTION:

Under general direction, performs planning, zoning and community development tasks and functions for the City of Joplin. Reports to the Director of Planning, Development and Neighborhood Services.

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.

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.

- Researches items, prepares agendas, organizes meetings and summarizes data for the Historic Preservation Commission, Planning and Zoning Commission, Board of Adjustment, Metropolitan Planning Organization (MPO), Joplin Redevelopment Corporation.
- Compiles and summarizes the data for special use permits, rezoning requests, historic preservation requests, zoning variances and exceptions.
- Prepares project data and distributes to commission and council members.
- Writes and presents formal and technical reports, working papers and correspondence making recommendations and decisions on projects.
- Presents requests for the Historic Preservation Commission, Board of Adjustment, Planning and Zoning Commission and City Council.
- Serves as Project Manager for all types of projects to include CDBG, HOME, MPO and other projects.
- Updates City zoning maps and records. Maintains and updates the City's Comprehensive Plan.
- Maintains records and files, including plans, zoning ordinances and other data relating to planning and zoning activities; answers questions about planning and zoning, zoning ordinances and community development.
- Prepares the Community Development Block Grant (CDBG), the HOME Grant, HUD and Economic Development Administration (EDA) applications for funding.
- Develops documents for community development projects.
- Researches Federal regulations and determines eligibility for funding; compiles data and prepares reports for City Council and the U.S. Department of Housing and Urban Development (HUD) funding.
- Prepares the Consolidated Plan for metropolitan Joplin and prepares documents and reports for HUD.
- Responsible for meeting all HUD requirements and correcting issues as they are identified.
- Maintains detailed documentation always being prepared for review and auditing.
- Develops the Planning Work Program and Transportation Improvement Program for the Joplin Metropolitan Planning Organization (MPO).
- Maintains detailed documentation of the Joplin MPO, including performance reports, transportation plans and data, and financial records; prepares reports for the Missouri Department of Transportation (MoDOT).

- Assists the Planning, Development and Neighborhood Services Director with writing Economic Development grant applications for submission to the Missouri Department of Economic Development.
- Works with several economic development boards and organizations.
- Assists the Director with economic development projects and programs including Tax Incremental Financing (TIF) and Missouri's Enterprise Zone.
- Presents the City's planning goals, strategies, long range plans, mission and vision for citizens within the community, neighborhood groups and public organizations.
- Leads project reviews as a team member and as assigned by the Director or City Manager.
- Writes a variety of ordinances and regulations relating to development controls.
- Recommends priorities, schedules and funding sources to implement public improvement plans.
- Attends many meetings at other than normal work times.

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 supervisor 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 Planning and Zoning Commission members, City Council Members, grant applicants and the public.
- Ability to facilitate groups and to present difficult information to large and small groups.
- Skill in expressing ideas effectively orally and in writing.

MATHEMATICAL ABILITY

- Ability to apply statistical, algebraic, or geometric knowledge in practical situations.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Management and leadership skills.
- Knowledge of HUD CDBG guidelines and rules.
- Knowledge of economic and social characteristics and needs of the different community areas.
- Knowledge of municipal planning principles and practices.
- Knowledge of community development principles and practices.
- Knowledge of the data to be used by the Planning and Zoning Commission and the City Council.
- Knowledge of City of Joplin zoning ordinances.
- Knowledge of City planning and zoning policies, procedures, and guidelines.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting.
- Must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around a building or work area to perform essential job functions.
- Low levels of twisting and bending may be required.
- Must have manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines and telephones.
- Must not hamper the safety of self or others.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of Community Development Block Grant and HOME program regulations.
- Skill in researching and preparing informational materials regarding planning, zoning and community development.
- Skill in maintaining files, records and reports.
- Skill in operating a variety of standard office equipment, including FAX machines, personal computers, calculators and copiers.
- Ability to operate computer hardware and software such as spreadsheets, databases and GIS programs.
- Ability to pay close attention to details while seeing the bigger picture.

GENERAL QUALIFICATIONS:

- A Bachelor's degree in Public Administration, Community Development, Urban Planning, or closely related field.
- Experience in effective communication and in technical writing techniques.
- 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)

ORDINANCES

FIRST READING

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: December 15, 2014

ITEM: Council Bill No. 2014-031 authorizing the City of Joplin to enter into an Agreement with TeleCommunications Systems, Inc. (TCS) for the purpose of providing equipment and services to facilitate integration between Jasper County Emergency Services (JASCO) and the Joplin Police Department (JPD).

ORIGINATING DEPARTMENT: Police.

ATTACHMENTS: Council Bill No. 2014-031; Exhibit "A" – Purchase and Service Agreement.

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

INTRODUCTION:

This Council Bill approves a Purchase and Service Agreement between the City of Joplin and TCS for equipment and services to facilitate integration between JASCO and JPD.

DISCUSSION:

As part of the "virtual consolidation" between the City of Joplin Dispatch Center (JPD) and the Jasper County Emergency Services Co. (JASCO), Council approved Council Bill #2014-613 on June 6, 2014. TCS was the specified vendor for phone equipment outlined in that agreement. The attached agreement is necessary to spell out all of the equipment, networking, levels of service, and coordinated response for the installation and ongoing maintenance of the 5 dispatch stations at JPD.

RECOMMENDATION:

Staff recommends that this Council Bill be passed on First Reading and advanced to Second and Third.

MASTER CUSTOMER AGREEMENT Contract # _____

1. **Parties.** This contract ("Contract") is a contract between City of Joplin Police Department (hereinafter, the "Customer" or "Joplin Police Department"), and TeleCommunication Systems, Inc., a Maryland corporation with a principal place of business in Annapolis, MD (hereinafter, "Contractor" or "TCS").

2. **Subject Matter.** A detailed description of the products and services to be provided by Contractor pursuant to this Contract is set forth in Attachment A.

3. **Attachments.** The following attachments and their associated exhibits are hereby incorporated into this Contract (collectively, the "Contract Documents"):

Attachment A	Specifications of Work to be Performed
Attachment B	Payment Provisions
Attachment C	Other Contract Provisions
Attachment D	End User Terms and Conditions

In the event of an irreconcilable conflict in the language of the Contract Documents, the following order of precedence shall apply: (1) The first page of this Contract; (2) Attachment C; (3) Attachment A; (4) Attachment B; and (5) Attachment D.

THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT AS OF THE LATER DATE SPECIFIED BELOW.

City of Joplin Police Department

By: _____
Name: _____
Title: _____

Date: _____

TeleCommunication Systems, Inc.

By: _____
Name: _____
Title: _____

Date: _____

ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

1. General Overview.

As described herein, Contractor shall provide certain products and services for implementing a 9-1-1 system (hereinafter, the "System") for the Customer.

2. Specific Deliverables.

(a) **Hardware and Software Components.**

(i) **Technical Description.** Contractor shall provide hardware and software components for the System in all material respects as described in the general narrative description attached hereto as Exhibit 2(a)(i) to this Attachment A (the "Technical Description").

(ii) **Illustrative Diagram(s).** Illustrative diagram(s) of the System is/are attached hereto as Exhibit 2(a)(ii) to this Attachment A.

Notwithstanding any of the foregoing, the specific hardware and software to be provided by Contractor for the System is identified in Section 1 of Attachment B (Payment Provisions) and shall be provided to the Customer subject to the terms and conditions of the End User Terms and Conditions (Attachment D) (hereinafter, the "End User Terms and Conditions"). For greater certainty, the only hardware and software for the System being ordered by Customer from Contractor is the hardware and software identified in Section 1 of Attachment B (Payment Provisions) and, except as otherwise expressly provided in this Contract, in no event shall Contractor have any obligation under this Contract with respect to any other hardware or software for the System not identified in Section 1 of Attachment B (Payment Provisions).

(b) **Installation.**

(i) **General.** Contractor will provide the Customer with installation services for the hardware and software components of the System as set forth in greater detail in the Installation Guide attached hereto as Exhibit 2(b)(i). For greater certainty, reinstallation, reconfiguration, restructuring, relocation or other similar services with respect to the System and/or any hardware and software components of the System are not covered by any installation services and additional fees (including applicable hourly professional or other fees at Contractor's then-applicable standard rates and any other out-of-pocket expenses) may be charged by Contractor for any such requested services.

(ii) **Timeline.** Installation of the System shall occur substantially in accordance with the project timeline attached hereto as Exhibit 2(b)(ii) to this Attachment A. The parties hereby expressly agree to cooperate in good faith with each other with respect to the scheduling of specific work under the project timeline. Updates to the project timeline may be made by mutual agreement in writing of the parties without formally amending this Contract. The Customer shall be responsible for any increased travel or other reasonable charges incurred by Contractor resulting from changes to the agreed upon project timeline caused by (1) schedule changes requested by the Customer, or (2) schedule changes caused by any Customer Acquired Components (or any other equipment or tasks that the Customer is responsible for acquiring or completing) not being timely delivered or not meeting Contractor's specifications.

(iii) **Delay.** Should Contractor miss (other than as a result of any reason or dependency outside of Contractor's reasonable control, including but not limited to missed

deliverables from the Customer or any other third party) a milestone date under the project timeline by more than ten (10) days, Contractor will have five (5) days to provide to the Customer a written notice of intent to cure the delay. The written notice to cure will describe Contractor's plan to remedy the delay to the project. The Customer and Contractor will in good faith negotiate a resolution to the milestone delay and in the case of failure to reach reasonable terms the Customer can cancel the Contract in accordance with the terms of the Contract.

(c) **Data Conversion. N/A**

(d) **Training.** Training for the System shall be provided by Contractor to the Customer in all material respects as described in the training description attached hereto as Exhibit 2(d) to this Attachment A. Except for any training expressly indicated herein to be provided at Contractor's facilities, the Customer is responsible for providing a suitable training environment for all training that [has/will accommodate] at least six (6) trainee workstations per class.

(e) **Support and Managed Services.** Certain technical support and managed services for the System are made available by Contractor for purchase by the Customer in all material respects as described in the Technical Support and Managed Services Guide attached hereto as Exhibit 2(e) to this Attachment A. Technical support and managed services for the System are only available for the latest version of TCS Software made available by Contractor to the Customer and the Customer is required to install and use the latest version of TCS Software made available by Contractor to the Customer in order for the Customer to continue to receive any technical support or managed services for such TCS Software. All requests from the Customer for technical support or managed services with respect to the System must be made directly to Contractor and additional charges may apply for any fees Contractor incurs as a result of any specific requests for technical support or managed services having been made by the Customer to any local service provider that Contractor may engage to assist with providing on-site technical support or managed services to the Customer.

3. **Certain Clarifications to Deliverables.**

(a) **Third Party Equipment Not Obtained Through Contractor.** To the extent the Customer elects to order and/or obtain any third party hardware or software components for the System other than through Contractor ("Customer Acquired Components"), (i) Contractor's responsibility with respect to such Customer Acquired Components shall be limited to using reasonable efforts to configure, incorporate and install such Customer Acquired Components into the System (but only to the extent such Customer Acquired Components were otherwise originally anticipated to be obtained through Contractor as described in the Technical Description), and (ii) the Customer shall be responsible (at its cost and expense) for obtaining and maintaining any necessary support and maintenance contracts for such Customer Acquired Components. The Customer shall be responsible for the timely delivery of all Customer Acquired Components to Contractor. The Customer shall be responsible for assuring that all Customer Acquired Components meet the minimum specifications for such third party hardware or software components for the System described herein or otherwise provided by Contractor, unless otherwise mutually agreed to in writing by the parties. In the event any Customer Acquired Components are not timely delivered to Contractor or do not meet the minimum specifications for such third party hardware or software components for the System described herein or otherwise provided by Contractor, in no event shall Contractor be considered to have breached the Contract as a result of a delay or other problem in implementation of the System. For greater certainty, unless otherwise agreed to by Contractor in writing the Customer Acquired Components shall consist solely of the hardware and software components listed on Exhibit 3(a) attached to this Attachment A.

(b) **Other Equipment.** The Customer acknowledges and agrees that the installation or incorporation into the System of hardware or software not expressly described in the Technical Description to be

provided by Contractor ("Other Equipment") could affect the operation of the System. Accordingly, the Customer acknowledges and agrees that it shall not (nor permit others to) install or incorporate into the System any Other Equipment without Contractor's prior written consent. The Customer furthermore acknowledges and agrees that obtaining any such consent from Contractor for the installation or incorporation into the System of any Other Equipment may require Contractor to conduct certain evaluation and/or testing of such Other Equipment. In such event, the parties shall negotiate additional compensation for Contractor for such evaluation and/or testing. Furthermore, in the event the Customer wishes Contractor to install or incorporate any such Other Equipment into the System, the parties shall negotiate additional compensation for Contractor to provide such work. Notwithstanding the foregoing, at the request of either party, minor changes to hardware and software components of the System specified in the Technical Description may be mutually agreed in writing by the parties (regardless of who is procuring such components) so long as (i) such components meet the minimum requirements described in this Contract or otherwise provided by Contractor, and (ii) such change in components does not materially affect Contractor's costs or ability to comply with any of the terms of the Contract.

(c) **Customer Provided Facility(ies).** The Customer shall be responsible for procuring any facility(ies) for use as an Emergency Calling Data Center ("ECDC") (including, without limitation, all utility and other costs associated with using and continuing to have the right to use such facility(ies) as an ECDC throughout the term of this Contract) and all costs associated with the implementation and maintenance of any preparation features that may be required (and any changes and/or enhancements thereto) in connection with the installation of the ECDC at such location(s). The Customer also shall be responsible for procuring any facility(ies) for use as Public Safety Answering Points ("PSAPs") (including, without limitation, all utility and other costs associated with using and continuing to have the right to use such facility(ies) as PSAPs throughout the term of this Contract) and all costs associated with the implementation and maintenance of any preparation features that may be required (and any changes and/or enhancements thereto) in connection with the use of such facility(ies) as PSAPs. In no event shall Contractor be deemed to have made any representation with respect to, or to otherwise be responsible in any manner for, the suitability of such Customer-provided facility(ies) to serve as an ECDC or PSAP. Notwithstanding any of the foregoing or anything else to the contrary in the Contract, in the event the use of any Customer-provided facility(ies) as an ECDC or a PSAP at any time affects Contractor's costs or ability to comply with any of the terms of the Contract, the parties shall in good faith negotiate and agree (by addenda to this Contract) upon any necessary changes to the Contract (including, without limitation, appropriate mutually agreed upon adjustments in any milestone dates and compensation to be provided to Contractor) in accordance with Section 10 of this Attachment A.

(d) **Cooperation of ECDC and PSAP Personnel.** The Customer shall be responsible for assuring that all personnel at ECDC and PSAP locations cooperate with Contractor's installation, testing and support and maintenance of any equipment at such locations.

(e) **Network.** The Customer shall be responsible for procuring, supporting and maintaining the wide area network for IP connectivity of the System between and among, as applicable, the ECDC(s), any Customer IT facility, the PSAP(s) and all call-taking positions (including, without limitation, high-speed Internet connectivity, all edge routers, firewalls and other appliances for such wide area network) (collectively, the "WAN") based on Contractor's minimum specifications (as set forth on Exhibit 3(e) to this Attachment A) . The Customer agrees to adhere to all WAN-oriented and related security and performance processes as specified by Contractor, including but not limited to: firewall configurations, encryption, password utilization and IP traffic related QoS optimization. The minimal transport performance characteristics of the WAN must meet those specified by Contractor, but other technologies that exceed such characteristics may be mutually agreed upon by the parties during initial WAN implementation. Any changes or re-engineering of the WAN requested by the Customer (or required because of changes to the System requested by

the Customer) may be subject to additional fees charged by Contractor to the Customer (for applicable materials, professional, travel and any other related costs, fees and expenses).

(f) **Domain Controllers.** The Customer agrees that in no event shall it make (or permit to be made) any changes to the domain controllers for the System without first obtaining Contractor's prior written consent.

(g) **Anti-Virus Protections.** Except for any specific anti-virus software specifically included in the list of hardware and software to be provided by Contractor for the System as identified in Section 1 of Attachment B (Payment Provisions), the Customer shall be responsible for procuring and maintaining (and requiring each PSAP covered by the System as described in the Technical Narrative (or as otherwise agreed to by Contractor in writing) to procure and maintain) appropriate and up-to-date industry standard anti-virus protections (with applicable patches and new releases as they are reasonably made available) for the System (including at individual call-taking workstations).

4. **Status Reporting.** As reasonably necessary, during installation of the System Contractor will be available for status conference calls with project management representatives from the Customer (on a weekly or other mutually agreed upon period of reasonable frequency) to report on the status of work under the Contract.

5. **Certain Restrictions on Internet Access By Call-Taking Workstations.** The Customer acknowledges and agrees that certain access to the internet by call-taking workstations in a PSAP potentially could negatively impact the operation of the System. Accordingly, unless otherwise mutually agreed to in writing by the parties, the Customer acknowledges and agrees that in no event shall it permit any call-taking workstations in any PSAP to access the internet with any of the following protocols: HTTP, HTTPS, SMTP, ICMP, Streaming video or audio (except for SIP and RTP/RTCP). It is permissible to use these protocols at call-taking workstations for intranet uses only.

6. **Acceptance Testing.** The following acceptance testing procedure shall apply to the deliverable(s) for cut-over and final acceptance of the System:

(a) **Acceptance Period for Deliverables.** Upon receipt of each deliverable, the Customer shall have thirty (30) days in which to examine the deliverable (the "Acceptance Period"). If the deliverable complies in material respect with the terms of the Contract, the Customer shall notify Contractor of its acceptance of the deliverable.

(b) **Cure Period.** If any deliverable fails to comply in material respect with the terms of the Contract, the Customer shall notify Contractor in writing of the non-compliance, and shall provide Contractor with available information concerning such non-compliance (a "Notice of Non-Compliance"). Contractor shall resubmit any corrected deliverable to the Customer as soon as commercially and technically practicable, and the Customer shall be afforded a further Acceptance Period in accordance with this section. The notice and cure provisions of this section shall be repeated as necessary until the deliverable is accepted.

(c) **Acceptance.** In the event that (i) the Customer notifies Contractor that it has accepted any deliverable, (ii) the applicable Acceptance Period expires without the Customer providing a Notice of Non-Compliance, (iii) Contractor is unable to verify or reproduce the asserted material deviations listed on the Notice of Non-Compliance, or (iv) Contractor cures the deviations, then the Customer shall be deemed to have accepted the deliverable. Without limiting the foregoing, for greater certainty, final acceptance will be deemed to occur after thirty (30) calendar days of live "soak" following cutover of the System (or any part thereof), or upon the resolution of all severity 1 and severity 2 trouble tickets opened by the Customer during such thirty (30) calendar day period, whichever occurs later. A failure by the Customer to reasonably discover or notify Contractor of defects within the Acceptance Period shall not negate Contractor's applicable

warranties under Section 3 (Limited Warranties; Remedy for Breach of Warranty; Disclaimers) of the End User Terms and Conditions.

7. **Service Provider Cooperation.**

(a) It shall be the responsibility of the Customer to obtain and maintain the agreement of all applicable local exchange carriers, competitive local exchange carriers and other telecommunication service providers (including, without limitation, wireless and VoIP service providers) operating in Customer's region that (a) their networks and services are capable of originating an E9-1-1 call to the VoIP gateways to be provided by Contractor at the ECDCs without charge to the calling station; (b) their networks and services route E9-1-1 calls to the VoIP gateways to be provided by Contractor at the ECDCs; (c) their networks and services route E9-1-1 calls in a balanced manner to the VoIP gateways to be provided by Contractor at the ECDCs so as not to overload any one trunk coming into such VoIP gateways (for purposes of certain clarity, this means, without limitation, that, at a minimum, trunk sizing configuration from service provider end office origination points should be engineered to a P.01 grade of service into the ECDC gateway facilities); and (d) they will cooperate with Contractor as necessary (including, without limitation, as applicable, (i) providing appropriate trunking from their networks to the VoIP gateways to be provided by Contractor at the ECDCs and (ii) timely delivering any other necessary information to Contractor about their networks or otherwise in order to enable Contractor to fulfill its obligations in implementing and maintaining the System for the Customer in accordance with the terms of the Contract.

(b) For purposes of and during installation of the System, Contractor will provide technical configuration and provisioning information reasonably detailed for the Customer to deliver to the telecommunication service providers for them to establish the necessary telecommunications infrastructure and to otherwise provide such other information and cooperation as may be necessary. In addition, Contractor agrees to be available to reasonably support and assist the Customer with managing and coordinating the telecommunication service providers (subject to the Customer providing any signed letter of agency or other form of written authorization that may be necessary for Contractor to work with the telecommunications service providers on behalf of the Customer).

(c) If necessary, it shall be the responsibility of the Customer to pursue any legal action before the Public Service Board or other applicable forum necessary to secure any of the foregoing compliance or cooperation from any local exchange carriers, competitive local exchange carriers or other telecommunication providers operating in Customer's region. Contractor agrees (1) to promptly notify the Customer of any issues relating to a lack of compliance or cooperation on the part of any local exchange carriers, competitive local exchange carriers or other telecommunication providers operating in Customer's region with respect to any of the foregoing of which Contractor actually becomes aware, and (2) to reasonably cooperate with and assist (including providing reasonable supporting information and/or documentation) the Customer in any action it may take to secure any of the foregoing compliance or cooperation from any local exchange carriers, competitive local exchange carriers or other telecommunication providers operating in Customer's region. The Customer shall be responsible for and/or will promptly reimburse Contractor for (i.e., in no event shall Contractor be responsible for) any costs or expenses associated with any of the foregoing (including, without limitation, any tariffs or other fees any local exchange carriers, competitive local exchange carriers or other telecommunication providers operating in Customer's region might charge for such compliance or cooperation or any actual costs or expenses Contractor may incur in connection with cooperating with and assisting the Customer in securing any such compliance and cooperation).

8. **Other Responsibilities of the Customer.**

(a) It shall be the responsibility of the Customer to obtain and maintain the agreement of all

applicable municipalities (or other forms of jurisdictions) in Customer's region and any third party database providers for the System (e.g., Intrado or others) to cooperate with Contractor as necessary (including, without limitation, as applicable, (a) with respect to the municipalities (or other forms of jurisdictions), having the municipalities (or other forms of jurisdictions) (i) timely review the MSAG for completeness and accuracy, (ii) timely provide changed Emergency Service Zone and Emergency Service Number information and (iii) reasonably cooperate with Contractor to resolve any addressing fallout issues identified by Contractor in connection with operation of the System, and (b) with respect to both the municipalities (or other forms of jurisdictions) and the third party database providers for the System, otherwise timely providing any other necessary information to Contractor in order to enable Contractor to fulfill its obligations in implementing and maintaining the System for the Customer in accordance with the terms of the Contract.

(b) If necessary, it shall be the responsibility of the Customer to pursue any legal action to secure any of the foregoing compliance or cooperation from any municipalities (or other forms of jurisdictions) in Customer's region or any third party database providers for the System. Contractor agrees (1) to promptly notify the Customer of any issues relating to a lack of compliance or cooperation on the part of any municipalities (or other forms of jurisdictions) in Customer's region or any third party database providers for the System with respect to any of the foregoing of which Contractor actually becomes aware, and (2) to reasonably cooperate with and assist (including providing reasonable supporting information and/or documentation) the Customer in any action it may take to secure any of the foregoing compliance or cooperation from any municipality (or other form of jurisdiction) in Customer's region or any third party database providers for the System. The Customer shall be responsible for and/or will promptly reimburse Contractor for (i.e., in no event shall Contractor be responsible for) any costs or expenses associated with any of the foregoing (including, without limitation, any fees any municipalities (or other forms of jurisdictions) in Customer's region or any third party database providers for the System might charge for such compliance or cooperation or any actual costs or expenses Contractor may incur in connection with cooperating with and assisting the Customer in securing any such compliance and cooperation).

9. **Project Management.** Each party shall appoint an individual (the "Project Coordinator") who shall serve as the primary representative for such party under the Contract. The Project Coordinator (a) shall have overall responsibility for managing and coordinating the performance of such party under Contract, and (b) shall be authorized to act for and on behalf of such party with respect to all matters relating to the Contract. Without limitation, any changes to the project timeline or the design of the System may be approved in writing by the Project Coordinators of both parties without formally amending the Contract. The initial Project Coordinator for the Customer shall be Mark Morris. The initial Project Coordinator for Contractor shall be Aarron Davis. Either party may change its Project Coordinator upon delivery of written notice to the other party.

10. **Adjustments.** In the event the Customer requests any change to the terms and conditions of the Contract (including, without limitation, (a) any change to the ECDC, PSAP and/or call-taking position configuration (including, without limitation, number, size and location), (b) the design of the System, (c) the implementation schedule for the System, or (d) any other aspect of the project contemplated by the Contract that affects Contractor's responsibilities under the Contract), and such change materially affects Contractor's costs or ability to comply with any of the terms of the Contract, Contractor shall comply with such request; provided, however, that the parties first shall negotiate and agree (by addenda to this Contract) upon any necessary changes to the Contract (including, without limitation, appropriate mutually agreed upon adjustments in the milestone dates and compensation to be provided to Contractor).

[*Remainder of page intentionally left blank.*]

Exhibit 2(a)(i)
Technical Description

Solution Overview

TCS has engineered a geographically diverse, IP-based call handling and MIS reporting shared system for Jasper County and Joplin Police Department. Jasper County and TCS have entered into a separate contract (the "Jasper Contract") to cover the elements of the shared system to be owned/licensed by Jasper County. Without limiting the foregoing, Jasper County owns all backroom ECDC equipment associated with this shared system. Modifications scheduled for the Jasper County xSwitch™ infrastructure as provided for in the Jasper Contract must be completed before Joplin Police Department call taking positions may be added to the shared system as described in this Contract.

This Contract is intended to describe and cover the elements of the shared system to be owned/licensed by Joplin Police Department. Specifically this Contract is for adding five call taking positions that will be installed at Joplin Police Department. Such call taking equipment will be supported by the TCS xSwitch™ infrastructure owned and maintained by Jasper County. As such, both this Contract and the Jasper Contract are required in order for the System to be installed and operate as intended. In the event the Jasper Contract is changed or terminated, a re-design of the System may be required and an appropriate amendment/change order to this Contract may be necessary in order for the System to operate and be supported.

In support of the shared system deployment, Jasper County and Joplin Police Department are expected to contract with a company called NeoTech to fulfill the following requirements:

1. Fiber WAN provider. Customer is responsible for ensuring NeoTech's WAN meets TCS network and bandwidth specifications for the shared system.
2. Antivirus provider. Customer is responsible for ensuring that NeoTech deploys and manages the corporate antivirus software throughout the shared system.
3. Facility (structured wiring) cabling. Customer is responsible for ensuring that NeoTech installs facility cabling per TCS specifications for the shared system.

xT911™ Call-Taking Positions

Each call-taking position will consist of a PC workstation running TCS xT911™ application software, with one 22-inch monitor. All xT911™ workstations are engineered with dual network adapters for increased diversity and redundancy.

Radio Headset Interconnection

Each xT911™ workstation will connect to the Customer-provided radio consoles for radio headset integration. This connection will be accomplished by extending a four-wire audio

bare-wire connection with an inline transformer, plus a two-wire dry contact closure connection, to every radio console position. Call takers will then be able to utilize a single headset connected to the radio console jackbox at each position for both radio console and xT911™ operation.

The Customer will be responsible for the coordination of the appropriate vendor(s) to terminate the audio connection to each jackbox, and to provide all configurations and provisioning related to each jackbox operation, audio levels, and any additional troubleshooting and/or remediation required to make the headsets function to the Customer's reasonable satisfaction. TCS will provide assistance as it relates to the audio and contact closure being delivered to the radio console interconnection box, but TCS cannot be responsible for its operation, as these elements are provided by a different vendor. For greater certainty, the Customer is responsible for adhering to the procedures and standards for xT911™ audio control as set forth in TCS's xT911™ product manual, and as outlined in applicable end-user training.

xAdmin™

The solution includes xAdmin™, a centralized administrative software for managing users and System settings. The Customer will remote desktop in to a Jasper County xSwitch application server in order to access xAdmin.

xMIS™

The solution includes xMIS™, a Web-based interface that enables authenticated administrators to access and analyze System activity from anywhere along the network. Information pertaining to circuit connectivity, call volume, call types, calls in queue, queue duration, abandoned calls, total number of calls between shifts, etc., is centrally stored in Jasper County SQL Server databases and accessible from anywhere on the Jasper County network. Reports can be generated upon demand or slated for routine processing and delivery via e-mail on a pre-determined schedule.

Spare Equipment

The solution includes certain recommended spares. These parts are intended to be stored at the Customer's location for ready replacement by the Customer in the event a failure occurs.

Professional Services

As part of the overall solution, a number of professional services are included to facilitate the proper setup and operation of this System. These elements are as follows:

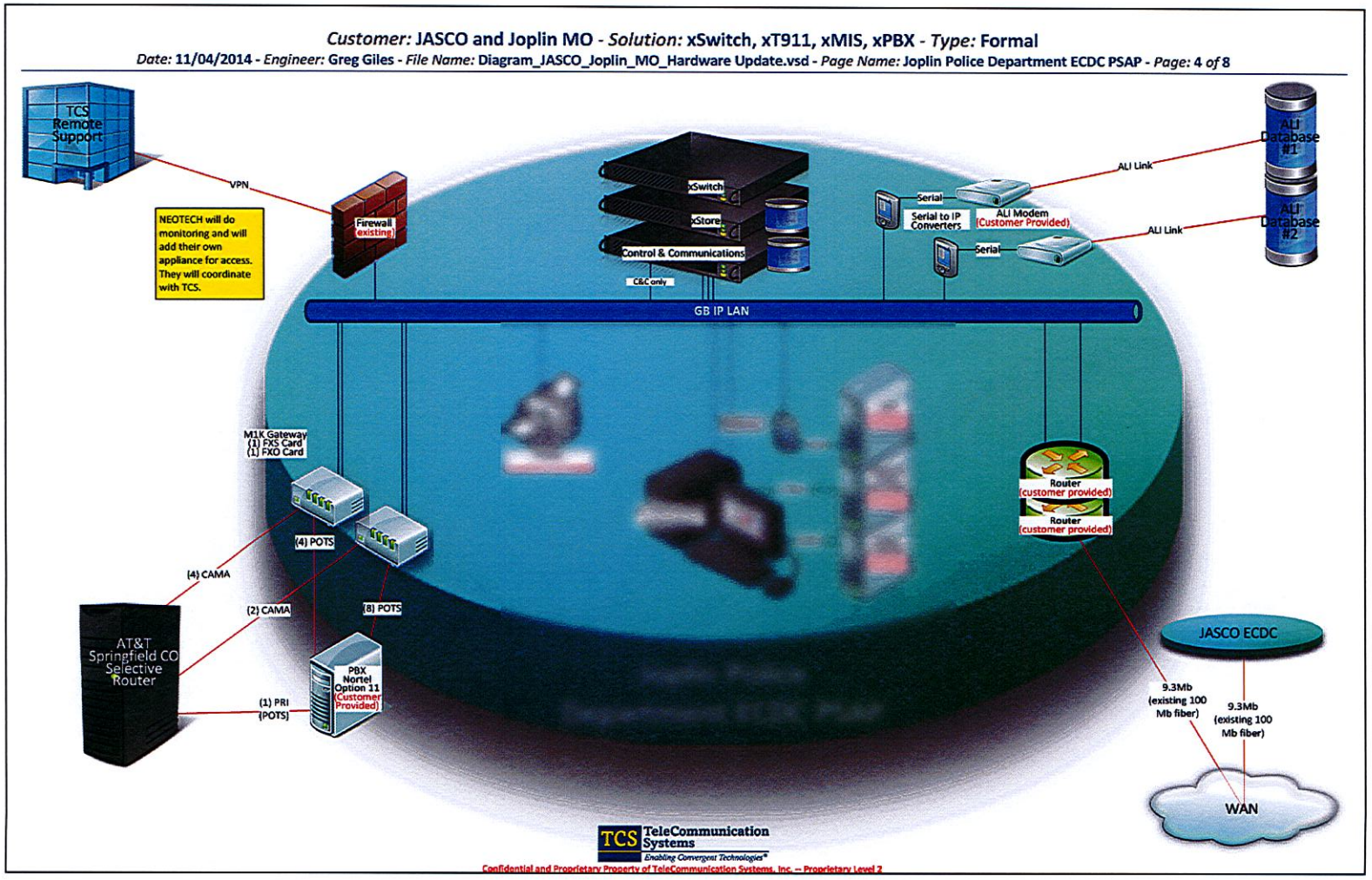
- Project Management — The services of a TCS project manager will be provided, whose responsibility involves acting as a single point of contact to interface with the Customer's stakeholders. Up to five days on-site project management is included.

- Equipment Provisioning and Staging — TCS will stage and provision the hardware at its staging facility, which will then be shipped to the Joplin Police Department. For the equipment pallets to be properly offloaded and installed, it is assumed that this location will be able to accept crated equipment.
    - All Customer-required data is to be provided by Customer with adequate time allowed so as to complete all configurations and data fills during staging phase.
- Onsite Installation — Prior to the commencement of installation services under this Contract, modifications scheduled for the Jasper County xSwitch infrastructure as provided for in the Jasper Contract must be completed. In addition , the following items must be completed or coordinated by Customer before installation commences:
    - VPN/WAN connectivity between each ECDC/PSAP facility established and certified by NeoTech per TCS network specifications. This will enable TCS to remotely test and configure the TCS platform, as needed
    - All facility trunking installed and ready for conversion
    - All ALI modems set up and certified
    - Facility cabling completed by NeoTech
    - Radio jack interconnection components in place and properly connected
    - NeoTech and third-party vendors scheduled to be available for interconnection and/or troubleshooting (e.g., CAD, radio, voice recorder, etc.)

  TCS technicians will provide onsite installation, testing and cut-over services at the PSAP for up to 8 technician days.
- Onsite Post-cutover Support and Monitoring — One TCS technician will provide up to two (2) consecutive days of onsite support to commence immediately following System cut-over.
- Training – refer to Exhibit 2(d).
- As-built documentation — Following System cut-over, TCS will generate and deliver as-built Visio diagrams, along with a supporting technical narrative.

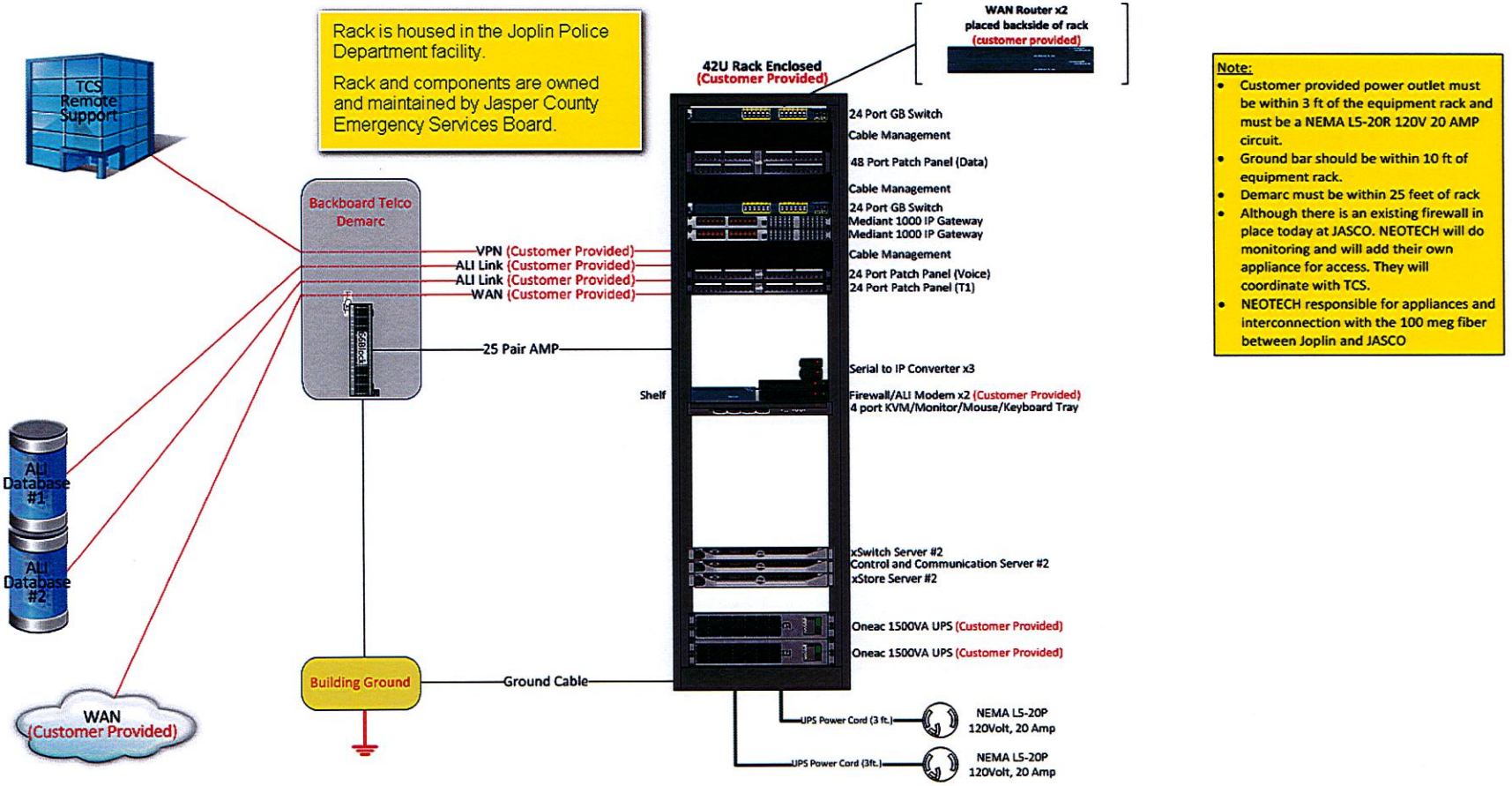
Exhibit 2(a)(ii)
Illustrative Diagram(s)

Elements at Joplin Police Department that are owned and maintained by Jasper County Emergency Services Board



Customer: **JASCO and Joplin MO** - *Solution:* **xSwitch, xT911, xMIS, xPBX** - *Type:* **Formal**

Date: **11/04/2014** - *Engineer:* **Greg Giles** - *File Name:* **Diagram_JASCO_Joplin_MO_Hardware Update.vsd** - *Page Name:* **Rack Elevation (Joplin)** - *Page:* **5** *of* **8**



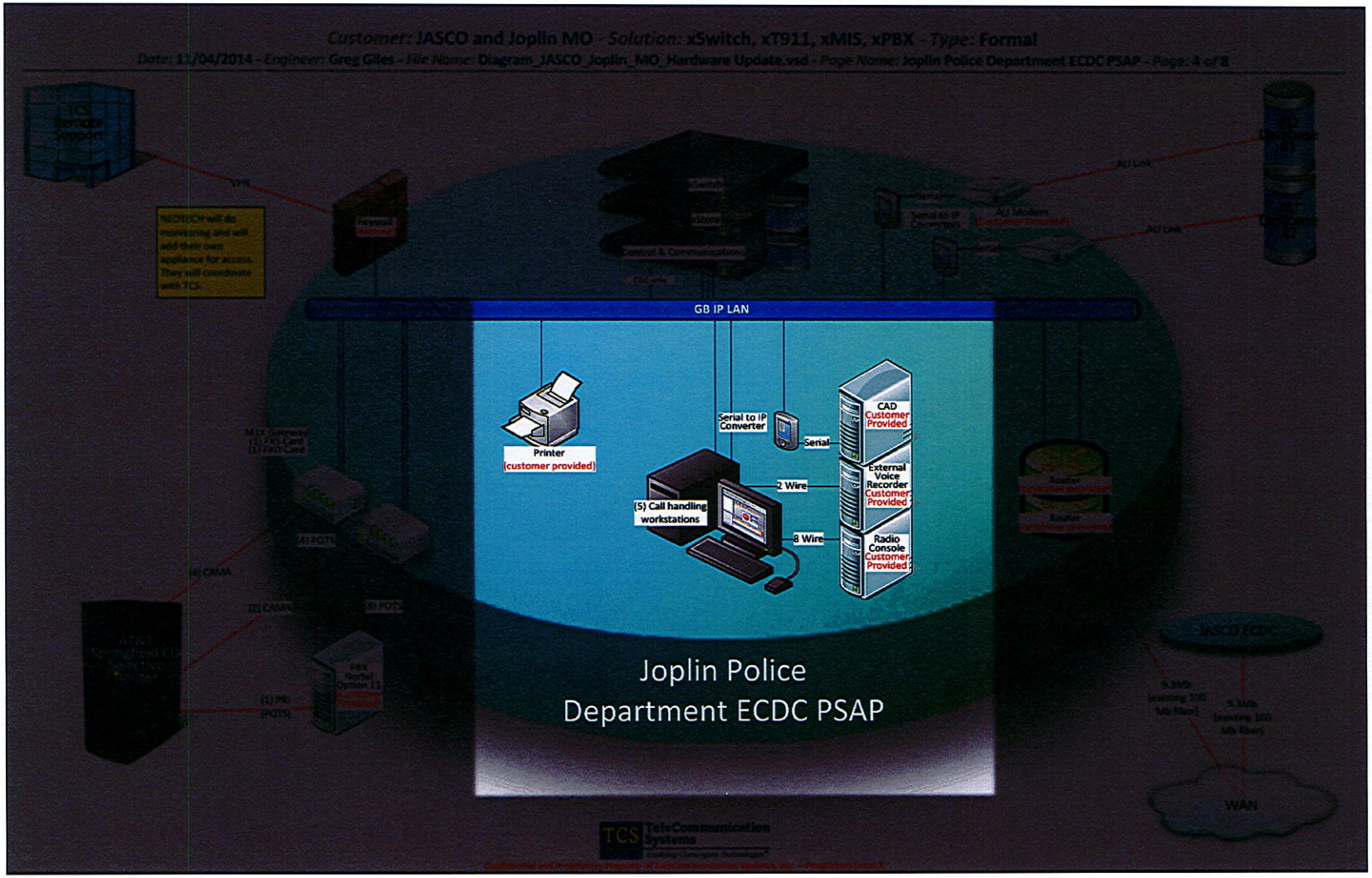
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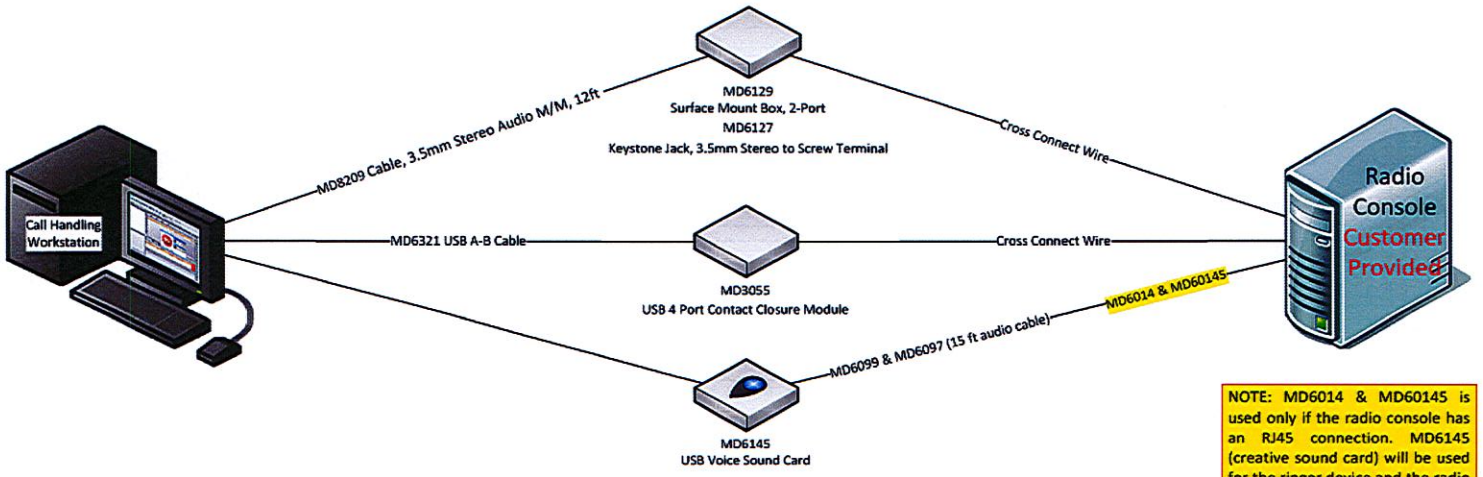
- Customer provided power outlet must be within 3 ft of the equipment rack and must be a NEMA L5-20R 120V 20 AMP circuit.
- Ground bar should be within 10 ft of equipment rack.
- Demarc must be within 25 feet of rack
- Although there is an existing firewall in place today at JASCO. NEOTECH will do monitoring and will add their own appliance for access. They will coordinate with TCS.
- NEOTECH responsible for appliances and interconnection with the 100 meg fiber between Joplin and JASCO

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Hardware elements at Joplin Police Department that are owned and maintained by Joplin Police Department are highlighted below.



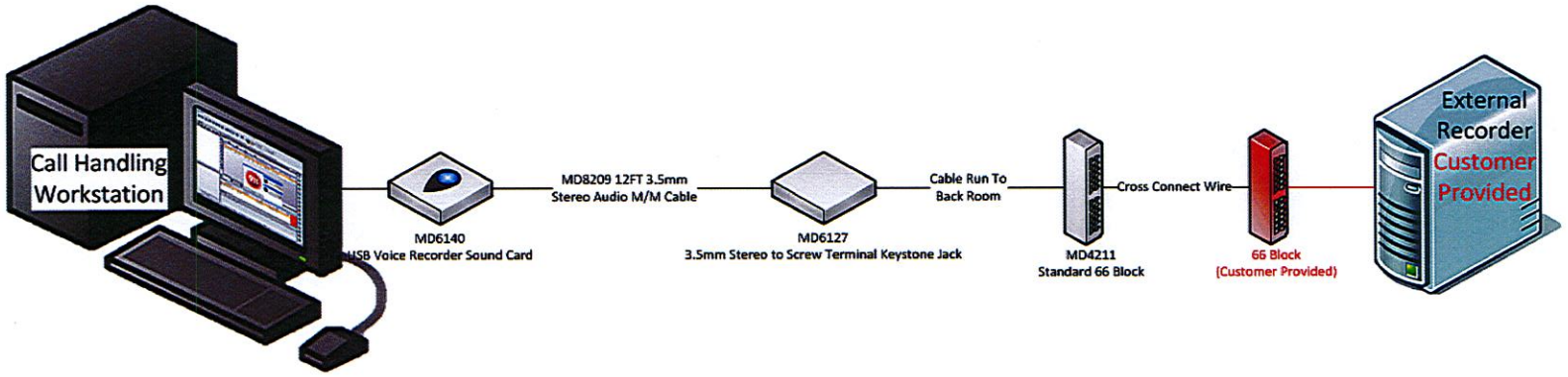


NOTE: MD6014 & MD60145 is used only if the radio console has an RJ45 connection. MD6145 (creative sound card) will be used for the ringer device and the radio IRR input. MD6097 connects to onboard Hi-Def audio card for radio integration.

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Customer: **JASCO and Joplin MO** - *Solution:* **xSwitch, xT911, xMIS, xPBX** - *Type:* **Formal**

Date: **11/04/2014** - *Engineer:* **Greg Giles** - *File Name:* **Diagram_JASCO_Joplin_MO_Hardware Update.vsd** - *Page Name:* **External Voice Recorder** - *Page:* **8** *of* **8**



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Exhibit 2(b)(i)
Installation Guide

1. Installation

TCS shall install the the hardware and software components of the System as an integrated system and/or software suite reasonably suitable to the Customer as described in the Technical Description. TCS shall install the TCS software on or to equipment that meets TCS's hardware and operating specifications for the appropriate TCS software. TCS's current system requirements for certain of the TCS software is attached below.

In addition, all systems require remote access as described below. If there is no network, each seat must have Internet access with VPN for support purposes.

TCS and the Customer acknowledge and agree that each party shall provide sufficient information to the other party to install the Products as an integrated system and/or software suite reasonably suitable to the Customer as described in the Technical Description. Without limiting any of the foregoing, the Customer expressly agrees to complete any implementation questionnaire(s) required by TCS as a condition to installation of the hardware and software components of the System. The Customer shall obtain any interfacing information from other software and/or equipment vendors such that the the hardware and software components of the System may be properly installed and implemented. The Customer shall provide access to all computer equipment upon which the TCS software or third party software will be loaded, and/or any hardware will be integrated, including permission from any third-party vendor(s) to utilize or gain access to software or hardware currently in use by such vendor. The scheduling of specific installation of the the hardware and software components of the System by TCS must be mutually agreed upon by the parties and may be subject to personnel availability and other applicable time and resource constraints.

2. Remote Access utilizing a VPN

The Customer must provide a VPN connection to allow TCS to remotely access, review, configure, and modify the hardware and software components of the System which connection must remain connected and operational maintaining a standard level of uptime 24x7. Initiation of a connection over the VPN must not require any manual intervention on the part of the Customer to allow, authorize, or otherwise permit access to the system beyond the standard authentication methods described below. The VPN connection should conform to a standard L2TP/IPSEC or SSL VPN connection method.

The Layer 2 Tunneling Protocol (L2TP) combines features of the Point to Point Tunneling Protocol (PPTP) with those of Cisco's proprietary Layer 2 Forwarding (L2F) protocol operating on IP port 115. One advantage of L2TP over PPTP is that it can be used on non-IP networks such as ATM, frame relay and X.25. IP Security (IPSec) provides the encryption for L2TP tunnels and more specifically its Encapsulating Security Payload (ESP) protocol. L2TP/IPSEC VPNs are supported by many major firewall products including ISA Server, CheckPoint, Cisco PIX, Cisco ASA, Juniper Netscreen and WatchGuard. L2TP requires the use of digital certificates. User authentication can be performed via the same PPP authentication mechanisms as PPTP but L2TP also provides computer authentication which adds an extra level of security. Negotiation of IPSEC typically occurs through Internet Key Exchange (IKE) and is carried over UDP port 500. IPSEC commonly utilizes a shared password (pre-shared key), public keys or X.509 certificates for authenticating remote devices to the VPN endpoint. The establishment of Encapsulating Security Payload (ESP) may occur over IP port 50 in order to create a secure channel. Further negotiation and establishment of the L2TP/IPSEC tunnel may occur over UDP port 1701. A Secure Sockets Layer (SSL) VPN connection often operates via TCP port 443 in conjunction with IP ports 500, 4500, 1000 and 10001. SSL VPN connections provide a means of secure connection between two properly configured endpoints.

The Customer agrees to permit TCS to have the ports open as listed above. To the extent applicable and/or necessary, the Customer will provide TCS with the external IP address of the Customer's VPN concentrator in order for TCS to establish a VPN connection to the System. In addition, the Customer will work with TCS technical resources to effectively document, install and test remote connectivity based on TCS's L2TP/IPSEC VPN Configuration Checklist.

[*Remainder of page intentionally left blank.*]

SYSTEM REQUIREMENTS (attached to Installation Guide)

TCS TeleCommunication Systems
Enabling Convergent Technologies®

Hardware Specifications

Workstation	
Intended Use • Suitable for all microDATA client applications with appropriate add-ons. o xT911™, xTrakker™, xALI DBMS™, xAdmin™, x9GIS™, etc.	
COMPONENT	**Minimum Recommended Specifications**
FORM FACTOR[1]	Mini-tower; desktop; rack-mount
OPERATING SYSTEM	Windows 7 Professional x86 or x64 (preferred)
RELATIONAL DATABASE	None (exception for stand-alone xTrakker™ workstation)
PROCESSOR	Intel Core or Xenon Series Dual Core, 3.2GHz
MEMORY[2]	4GB
HARD DRIVES[3]	250GB SATA 3.0Gb/s
POWER SUPPLY	1 x NEMA 5-15P to C13 power cord
EMBEDDED MANAGEMENT[4]	None
NETWORK ADAPTER[5]	Intel PRO 1000 Series Dual Port 1GbE NIC
RAILS[6]	Sliding rails with cable management and support for square- or round-hole racks
OPTICAL DRIVE	Internal DVD-RW for non-call-handling applications
VIDEO	500MB, dual-output connections Graphic Card that supports 1920x1080 resolution
SOUND[7]	Single sound card Additional requirements: Voice sound card required for xT911™ workstations (MD6145) Recorder sound card required for third-party recorder output on xT911™ workstations (MD6140)
SPEAKERS	Standard desktop or monitor-attached speakers
MONITOR	Monitor compatible with workstation outputs
WARRANTY	5-year hardware replacement support with next business day onsite professional service

[1] Dependent on available PCI slots and PCI devices.
[2] Minimum 4GB 1333MHz preferred.
[3] Minimum size. Recommend RAID1 mirror for fault tolerance. Hard drive size increase may be required, dependent on database growth estimates if running Microsoft SQL Server locally for xTrakker™-only stand-alone systems.
[4] Embedded management is desirable, if available.
[5] Redundant for enhanced network redundancy and, if PCI slot space allows, two single-port Intel PRO1000PT 1GbE NICs are preferred.
[6] For rack-mount workstation configurations only.
[7] Sound card type, ports and quantities are dependent on audio interface configuration and customer requirements for station-based audio recording.

Exhibit 2(b)(ii)
Project Timeline

To be mutually agreed upon by both parties. It is expected that Joplin Police Department call taking positions will not be installed until at least two weeks after the Jasper County ECDC cutover under the Jasper Contract.

Exhibit 2(d)
Training Description

- All training courses for Joplin Police Department personnel will be provided by Jasper County Emergency Services Board. Such training must take place in advance of installation of the System by TCS personnel.
- TCS trainer will provide two days of post-cut training support—the day of cut-over plus the following day—so as to reinforce training methodologies once the System upgrade is live.

Exhibit 2(e)
Support Guide for Silver Technical Support and Future Proof

I. Introduction

TCS is committed to providing technical support services reasonably needed to help its customers maximize the benefits of use of TCS's products.

This document is intended to help customers understand what is covered by the level of technical support services they may have subscribed for, how to make appropriate requests for technical support services, how technical support services will be provided by TCS, as well as some of the other terms and conditions applicable to TCS's technical support services generally.

The provision of any technical support services described in this document is subject to the terms of the definitive agreement that the customer and TCS must enter into for the project to which such technical support services relate.

II. Silver Technical Support

Covered Products

Under this program ("**TCS Software Silver Technical Support**") certain technical support is available and provided for TCS software only. TCS Software Silver Technical Support does not cover any third party hardware, software, equipment or other materials.

Technical Support Provided

TCS Software Silver Technical Support consists of TCS diagnosing and/or correcting defects or non-conformities in the operation of the covered products. Customers are required to report any defects or non-conformities in the operation of the covered products on forms provided by TCS. All trouble reports must be submitted to TCS's technical support group substantially in accordance with the reporting procedures described herein.

Reporting Procedures

Any of the following procedures should be used to submit a help request for TCS Software Silver Technical Support:

a. E-Mail Support
Email help request to Support-NG9-1-1@telecomsys.com. If possible, put "*Help Request*" in the subject line of email. An incident number shall be assigned by TCS to each email help request submission for tracking purposes and sent by return e-mail to the individual submitting the help request. All follow-up email subject lines should include this incident number.

b. Telephone Support
Call **1-800-722-6663 x811** at any time 24 hours per day, 7 days per week, 365 days a year. In the unlikely event a call is not answered because a TCS support technician is unavailable, the customer should leave a message with name and contact information and a TCS support technician will promptly return the call.

Help Request Resolution

Once a help request has been submitted, problem resolution occurs through a series of possible tiers of support, as needed:

Tier I Support

Tier I support provides a customer with initial trouble triage and analysis. The support technician assigned to provide Tier I support typically is a system generalist, but not necessarily an application specialist. Responsibilities of Tier I support technicians include:

- Systematic problem analysis based on internal procedures and protocols for checking system reporting activity logs and historical records and posting them in an organized manner for Tier II problem resolution.
- Minor troubleshooting, fault verification and, where reasonably possible, problem resolution.
- Use of existing documentation to assist with problem resolution.
- Collection of necessary information that Tier II support technicians may need if Tier I problem resolution is not possible.

Tier II Support

Tier II support provides a customer with more extensive problem resolution expertise when resolution of an issue by a Tier I support technician is not possible. Tier II support technicians are technical IT specialists possessing more extensive knowledge of TCS's specific applications, as well as NG9-1-1 systems and networks generally. Responsibilities of Tier II support technicians include:

- Review information collected by Tier I support technician and continuation of problem resolution cycle.
- Follow up with customer to report the status of a pending problem resolution, update customer expectations or get more information about a pending issue.
- Pursue problem resolution by identifying what changes at customer site may have occurred resulting in problem, and identifying immediate work-arounds until a deeper analysis can be attained and resolution identified.
- In situations where an application is not operating as documented/expected, identify whether there are configuration issues or report the problem to a Tier III support technician.
- Escalation of unresolved support requests to Tier III. Work closely with Tier III engineers to analyze, understand, and resolve difficult issues.
- Verify that a pending issue can be 'closed' when a satisfactory resolution has been provided to the customer and document ticket information in customer account.
- If applicable, develop possible prevention plans to streamline problem resolution in the event the issue occurs again (i.e., problem management as opposed to incident management) by documenting lessons in knowledge base for future reference.

Tier III Support

If resolution of problems is not achieved by Tier I or II support technicians, problems may be escalated for resolution by a Tier III support technician. Tier III support technicians are quality assurance analysts, application developers or system designers. Responsibilities of Tier III support technicians include:

- Review information collected by Tier I and II support technicians and verify that problem resolution requires change/correction/update in application, application design or system implementation.
- Make required core application or system repairs and provide change/correction/update to Tier II support technician for implementation with customer.

Response Times

TCS prioritizes help requests according to the severity levels set forth in Table A.1 below:

Table A.1

Definitions of Service Impairment Levels (SILs)		
SIL 1	**SIL 2**	**SIL 3**
High level of impact on service delivery where one or more PSAPs are down and not processing calls. Event could be resolved by temporary approved "work around" May involve a trend of SIL 2 events for a given system or process.	Service is suffering an unacceptable level of degradation in one or more PSAPs, but is not completely unavailable. Service degradation is apparent to external stakeholders. May involve a trend of SIL 3 events for a given system or process.	Low level of impact on service delivery. Service degradation may be apparent to some external stakeholders (for example, one PSAP).
SIL 1 examples: PSAP is completely down.	SIL 2 examples: 1. <= 50 % calls are unable to be answered at all call-taker stations for 15 or more minutes 2. <= 50 % transfers to external entities are failing for all call-taker stations for 15 or more minutes 3. <= 50 % calls missing ALI - (Automated Location Information) for 15 or more minutes to all call-taker stations 4. <= 50 % calls are being delivered but are inaudible to all call-taker stations for 15 or more minutes	SIL 3 examples: 1. Non-service-affecting conditions under which the product is usable. The condition is not critical to overall operations, and does not severely restrict such operations. Generally, SL-3 problems affect administrative functions, routine maintenance and diagnostics, but do not significantly affect service to customers 2. Provisioning issue 3. Loss of reporting functionality

TCS will use commercially reasonable efforts to respond according to the response specifications set forth in Table A.2 below with respect to the severity level reasonably assigned to the problem:

Table A.3

Incident Notification Time Frames		
SIL 1	**SIL 2**	**SIL 3**
Notification to the PSAP occurs as soon as possible but no longer than one hour after incident identification. Subsequent updates occur hourly.	Initial notification occurs as soon as possible but no longer than two hours after incident identification. Subsequent updates occur hourly.	Initial notification occurs as soon as possible but no longer than twenty four hours after incident identification.

TCS continues working on SIL 1 and 2 problems until a resolution or acceptable work-around is provided. The "acceptability" of any work-around is determined by providing sufficient relief from the problem situation to reduce the Severity Impairment Level below SIL 2.

TCS will use commercially reasonable efforts to resolve problems according to the target incident resolution times set forth in Table A.3 below with respect to the severity level reasonably assigned to the problem:

Table A.3

Target Incident Resolution Times		
SIL 1	**SIL 2**	**SIL 3**
One hour	Two hours	No more than seven days

Problems that cannot be resolved within the times targeted for resolution may be reviewed on a case-by-case basis by TCS and the customer to consider whether an appropriate, alternative target resolution date can be mutually agreed upon.

Support Case Escalation Procedure

For one reason or another, there may be times when a customer feels that a help request needs to be escalated by TCS. If a customer is not satisfied with the progress of resolution of any help request, the customer may communicate its concerns to the TCS help desk and TCS's help desk will page and/or connect appropriate escalation personnel or other supervisors upon request.

TCS Software Patches and Updates

For optimum performance, TCS's software continues to be improved to meet new technological developments and to address potential bugs or defects that may be identified. Accordingly, from time to time, TCS provides patches[1] and updates[2] to its software in order to keep systems running efficiently and effectively. For this reason, TCS

[1] For purposes of TCS Software Silver Technical Support, "**patches**" mean interim or emergency fixes to one or more problems identified in any TCS software. Patches are produced on an as-needed basis, as determined by TCS, if TCS discovers a problem.

[2] For purposes TCS Software Silver Technical Support, "**updates**" means a subsequent release of any TCS software that, at TCS's sole discretion, may be made available at no additional charge (other than possible applicable hardware, media and handling charges) that consists of minor technical or functional additions or modifications to such products. Updates do not include any release, option, or future product that TCS licenses or sells separately, or any upgrade in features, functionality or performance of any products that TCS licenses or sells separately.

requires that customers keep up to date with the latest TCS releases made available to them. Patches and updates will be delivered by disk or electronically to customers that are current in subscribing for TCS Software Silver Technical Support.

When TCS software is patched or updated, the Operating System (OS) and any other third party patches and updates that were used during the QA cycle for the TCS release (as identified by TCS in its release notes or as TCS otherwise may inform the customer) must also be installed. Patches and updates of TCS's software and the latest OS or other third party patches and updates go hand-in-hand and need to be installed together to ensure full compatibility.

Providing and/or installing OS or third party patches and updates is *not* included under TCS Software Silver Technical Support, and additional fees (including applicable hourly professional or other fees at TCS's then-applicable standard rates and any travel and other out-of-pocket expenses) may be charged by TCS for any such requested services.

Remote Installation Assistance for TCS Software Patches and Updates

If re-installation of any TCS software is required in connection with installing any TCS patch or update, only technicians or users certified by TCS may perform the re-installation. Any customer personnel wishing to become a certified user must complete one or more TCS training session(s) (at separate additional cost to customer) for the TCS product(s) for which certification is sought.

With TCS Software Silver Technical Support, TCS is available to provide remote coordination of and/or assistance to certified users with installing patches or updates for TCS software.

Actual on-site installation coordination or assistance by TCS in connection with installing any TCS patch or update is *not* covered by any TCS Software Silver Technical Support, and additional fees (including applicable hourly professional or other fees at TCS's then-applicable standard rates and any travel and other out-of-pocket expenses) may be charged by TCS for any such requested services.

Certain Customer Responsibilities

In order to ensure that a customer's experience with receiving TCS Software Silver Technical Support is as effective and efficient as possible, customers are expected to be aware of and comply with the following non-exclusive list of requirements:

- TCS Software Silver Technical Support requires that the customer provide a high speed/broadband connection for TCS remote access from its technical support facility(ies).
- TCS Software Silver Technical Support requires an on-site customer-appointed administrator to assist TCS's remote technicians with hands-on support as needed (e.g., rebooting machines, resetting routers or switches, etc.).
- Timely, accurate and complete information must always be provided by the customer.
- The customer must always comply with all other terms and conditions of the applicable definitive agreement that the customer and TCS must enter into for the project to which any TCS Software Silver Technical Support relates.

Future Proof

As an option, customers may select TCS's future proof upgrade package (the "**Future Proof Option**") as an add-on to TCS Software Silver Technical Support. TCS's Future Proof Option enables a customer to take advantage of platform evolution for the TCS software as the operating environment for the TCS software evolves. Specifically, if

elected, the customer will be provided future major releases[3] of covered TCS software during the annual period of time for which the Future Proof Option has been paid for by the customer. To be eligible to elect the Future Proof Option with any particular TCS software, a customer must be enrolled in and current on any level of TCS Software Silver Technical Support for such TCS software and the customer must have maintained the Future Proof Option for such TCS software each prior year since installation.

Under TCS's standard Future Proof Option, customers remain responsible for any third party software or hardware equipment requirements for any new platform for the TCS software as well as the costs of TCS's professional services associated with implementing any upgrade for covered TCS software (i.e., installation, training, and travel expenses).

General Limitations

TCS may limit TCS Software Silver Technical Support to any customer that makes requests in an irregular, excessive, abusive or fraudulent manner.

Additional fees (including applicable hourly professional or other fees at TCS's then-applicable standard rates and any other out-of-pocket expenses) also may be charged by TCS for any technical support or other requests submitted to TCS that are determined by TCS not to directly relate to (or have been directly caused by) an actual defect or non-conformity in the covered products.

By way of example and not limitation, such matters may include:

(i) correcting defects or non-conformities in the operation of covered products caused by (A) the customer's or any end user's intentional act or omission, negligence, misuse, or accident; (B) any alteration or repair by the customer or any end user not approved by TCS in writing; (C) any operation outside of environmental specifications for the products; or (D) software, materials, services or other actions not provided by TCS or not covered by TCS Software Silver Technical Support;

(ii) diagnosing and/or removing software viruses introduced to the system by end users and/or as a result of the installation or incorporation into the system of any hardware or software components not approved by TCS in writing;

(iii) providing training or repeated general information or assistance to the customer or any end users in the general operation of the system or any products; or

(iv) providing any other form of general GIS, 9-1-1, network, addressing or other consultation services.

For purposes of additional clarity, reinstallation (except as otherwise expressly provided herein), reconfiguration, restructuring, relocation or other similar services with respect to any products and/or the system are not covered by TCS Software Silver Technical Support and additional fees (including applicable hourly professional or other fees at TCS's then-applicable standard rates and any travel or other out-of-pocket expenses) may be charged by TCS for any such requested services.

TCS's current standard hourly labor rates are as follows:

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[3] For purposes of TCS's Future Proof Option, a "**major release**" means an upgrade in features, functionality or performance of the covered TCS software that TCS licenses or sells separately but which is made available to the customer pursuant to and in accordance with the terms of the Future Proof Option.

Hourly Support Fee Description	Rate
During Business Hours, 8am-5pm Eastern (M-F)	$120/hr
Outside of Business Hours (M-F)	$180/hr
Holidays/Weekends	$180/hr

Such standard hourly labor rates may be updated by TCS from time to time.

III. Miscellaneous

Product Enhancement Requests

To the extent a customer submits any suggestions or requests for product enhancements, new features or new functionalities, TCS may consider such suggestions or requests but does not provide any assurance or commitment with respect to making any such suggested or requested changes.

Other Services

Except for the specific technical support services described in this document, no other services are included or covered by these programs. The provision of any such other services may be available upon request to TCS subject to other terms, conditions and pricing (including applicable hourly professional or other fees at TCS's then-applicable standard rates and any travel or other out-of-pocket expenses).

Changes to Terms

This document and TCS's technical support service terms, conditions, features, policies and procedures may be subject to certain changes from time-to-time at TCS's reasonable discretion. In such event, however, any such changes are not expected to materially affect the nature or scope of existing technical support services provided to an existing customer.

Disclaimer

This document, in and of itself, is not a binding obligation or commitment on the part of TCS. The information contained in this document is provided for informational purposes only. While reasonable efforts were made to verify the completeness and accuracy of the information contained in this document, all such information is provided "AS IS" without warranty of any kind, express or implied. Furthermore, nothing contained in this document is intended to, nor shall have the effect of, creating any warranties or representations from TCS or its suppliers or licensors, or altering the terms and conditions of the applicable definitive agreement that the customer and TCS must enter into for the project to which any such technical support relates.

Exhibit 3(a)
List of Customer Acquired Components

Product ID	Part Description	Units	Manufacturer	Manufacturer Part Number	Notes
Third Party Hardware					
N/A	Symantec Corporate Antivirus	5	Symantec		Joplin to ensure they are providing the same antivirus as Jasper.
MD6015	CABLE, BULK, CAT 5E STP CMP (PLENUM), PER FOOT	2,400	WELTRON	BC-C5EPLSH-GY-PP	
MD7916	PRINTER, LASERJET PRO 400	1	HP	CZ195A	

Exhibit 3(e)
TCS Network Specification

A. NETWORK WAN CONNECTIVITY:

The customer must have a stable high-speed connection in place prior to remote certification. The minimum data speed requirements of this link are 2Mbps up/down. Ideally each datacenter should have a separate high-speed WAN connection for redundancy or similar in the case that a data center becomes isolated from the primary data center. The connectivity method can be accommodated in the following ways (NOTE: Each method must allow for bi-directional file transfer capabilities and Microsoft Remote Desktop Protocol access at a minimum):

- For large enterprise or partner solutions our recommendation is for redundant dedicated circuits terminated at geographically diverse TCS facilities.
- For other solutions our recommendation is for site-to-site IPSEC VPN tunnel terminating to TCS's Security Appliance. This method is required for clients with the "Remote Network Monitoring" package. Dual-NAT translation is preferred on a point-to-point VPN. Other methods can be used but must be reviewed and accepted by TCS before the network can be certified.
- Other accepted connectivity methods for other than large enterprise, partner solutions, or clients with Remote Network Monitoring is IPSEC VPN tunnel or client SSL/IPSEC VPN terminating on the clients VPN device. TCS will need to be able to use up to 10 simultaneous connections using this method.
- If customer does not have remote connectivity at all currently, TCS can establish this for added hardware/setup costs. This would be accomplished by the setup of a static connection that passes TCS minimum data speed requirements and the installation of an enterprise class firewall. Remote access would then be configured by one of the methods listed above.
- For GIS clients only: The primary method for connectivity can be a commercially available hosted connection method such as logmein.com, gotomyPC.com, teamviewer.com, etc.

Note: The commercially available solutions come with their own setup and/or monthly connection fees and are not acceptable as the primary means of remote connectivity for call handling applications.

B. NETWORK WAN BANDWIDTH:

The WAN should be configured to provide a minimum of 128 Kbps per voice call. All calls use the G.711 codec. This is double the bandwidth that "carrier" grade voice calls are provided. It is necessary to double this bandwidth to ensure utmost reliability and accurate voice retransmission. For calls terminating at TCS PSAPs a minimum of 1024 Kbps should be applied with a maximum of 4 positions. An additional 50% maximum should be applied per position over 4 positions to accommodate xSR/xSwitch messaging for a total of 192 Kbps per additional station. Running additional X-Solution applications such as xAdmin at each PSAP would require additional bandwidth equal to an xT911 position. Also, this assumes that the mapping data is local to the PSAP (SDE Server) or file geodatabase. If the customer wishes to run a central SDE server on the WAN or replicate GIS data to the PSAPs there may be additional bandwidth needed (this is dependent on the size of the GIS database and frequency of updates and type transactional or full copy).

Third party applications would need to be evaluated separately on a case-by-case basis.

C. NETWORK PRIORITIZATION:

Network traffic destined between endpoints should receive the following prioritization:

- Routing Information: Routing information/messaging should be prioritized on all layer 3 devices using a weighted fair queuing (WFQ) method as it relates to application oriented traffic. This will be engineered such that it allows a guaranteed data rate for all routing related traffic.

- Traffic marking: All priority traffic will be marked with DiffServ code points (DSCP) to ensure that all layer 3 devices understand this traffic and prioritize it over lesser important traffic. This is necessary as most real time traffic can use a variety of UDP ports and therefore it is not easy to establish layer 3 prioritization based on known port ranges. DSCP allows the router to simply be configured to prioritize based on the DSCP associated with RTP traffic.
- Real-time Transport Protocol: Real-time transport protocol (RTP) will be marked EF and should be prioritized on all layer 3 devices.
- Session Initiated Protocol: Session initiated protocol (SIP) messaging will be marked AF31/CS3 or CS4 and should be prioritized on all layer 3 devices.
- xRouter Traffic: TCS's underlying communication protocol, xRouter, utilizes UDP unicast, broadcast, and multicast messaging over a port range of 9400-9500. xRouter traffic will be marked CS4 and should be prioritized on all layer 3 devices.
- Database transactions (SQL): A good deal of interaction with the systems database servers relies on unimpeded database transactions occurring over the wide area point to point links. Therefore, database transactions conducted on TCP/UDP ports 1433 and 1434 will be marked AF22 should be prioritized on all layer 3 devices.
- All other traffic: All other traffic should be treated as Best Effort and marked as Default Forwarding (DF) on all layer 3 devices.

D. VOIP QUALITY:

- Jitter (with a target of less than 60ms): Jitter is statistical variance of the RTP data packet inter-arrival time measured by the transmission rate of the RTP audio signal. For example, audio is being sent at 16000 Hz then the jitter measurement is done in 1/16000 of a second.
- Packet Loss (with a target of less than 0.5%): A measure of the percentage of dropped voice packets. High packet loss results in dropped conversations, a delay in receiving the voice communication, or extraneous noise on the call.
- Delay (with a target of less than 80ms round trip): The total cumulative delay on all network segments between the VOIP endpoints. A high delay may result in degraded voice quality

E. UDP BROADCAST/MULTICAST:

Layer 3 devices need to be configured to pass UDP broadcasts or UDP multicast across distributed links. This needs to be configured to allow these broadcasts to pass on UDP ports 9400-9500 from X-Solution servers and endpoints (xSR, xSwitch, xRR) to other X-Solution servers and endpoints.
IGMP should be enabled to assist with conserving bandwidth across the WAN. In some instances it has been discovered that multicast will not function properly when IGMP is enabled within the carrier network. In this instance IGMP should be disabled.

For example these issues can include the in-ability to take a call off of Park, and/or after the Dispatcher and caller are released the call still shows connected. It was discovered that IGMP Snooping was turned on in the router causing the multicast packets to be dropped. IGMP Snooping was disabled and the multicast traffic returned to normal, clearing up the two issues.

F. COMMON IP PORTS

The following is a list of the IP ports most commonly in use by the X-Solution and their description.

Port (Range)/Service	Protocol/Description
53	DNS UDP/ TCP
80	HTTP used for connecting to DIGI devices TCP
123	NTP/SNTP UDP

135	RPC TCP
137	NetBIOS Name Resolution
138	NetBIOS Datagram Service UDP
139	NetBIOS Session Service TCP
161	SNMP UDP
162	SNMP Trap UDP
389	LDAP UDP/TCP
443	HTTPS used for connecting to Mediant 1000 Gateways TCP
445	SMB TCP
500	IPSec ISAKMP UDP
636	LDAP SSL UDP/TCP
1433/1434	SQL TCP
3268	Global Catalog Server TCP
3269	Global Catalog Server TCP
3389	Terminal Services TCP
4500	NAT-T UDP
5060	SIP UDP/ TCP
8000	RTP port used for calls to/from xT911™. UDP/ TCP
8002	RTCP port used for calls to/from xT911™. UDP/ TCP
49152 -> 49152 + (<number of HMP ports> * 2)	Base port for RTP on xSwitch™ servers. The number of ports depends on the number of HMP ports on the xSwitch™ Server, multiplied by 2 UDP/TCP
6000 -> 6000 + (<number of gateway channels> * 10)	Base port for RTP on Mediant 1000 Gateways. On a 24 analog port M1K, this would be 6000 -> 6240. UDP/ TCP
9400 -> 9500	Base port for xRouter™ messaging (TCS's inter-application communication protocol). The number of ports used depends on the number of TCS applications installed on the server/workstation. UDP

G. NETWORK CAPACITY PLANNING:

Network capacity planning can save time and money if you anticipate additional PSAPs or expansion of existing ones in the future. If you plan on adding additional ECDCs, PSAPs, and/or xT911 positions then there should be sufficient WAN Bandwidth, WAN expansion capacity, open switch ports, and voice trunks to support them in the future.

If there is an anticipated increase in call-handling capacity, then there should be sufficient voice gateways or room on existing gateways to support more trunks. Capacity planning will vary for each client and should be discussed with TCS to determine your exact needs.

TCS recommends this proactive approach to capacity to help alleviate the need for major infrastructure changes after system go-live.

ATTACHMENT B

PAYMENT PROVISIONS

1. **General.** The specific hardware, software and services (and their related one-time, non-recurring costs) to be provided pursuant to this Contract shall consist solely of the following:

Product ID	Part Description	Unit Price	Units	Total Cost
TCS Software				
MD4056	xSWITCH PORT LICENSE	$250.00	76	$19,000.00
MD530	xT911 CLIENT LICENSE	$5,714.00	5	$28,570.00
MD6030	xMIS™ CPE CALL TAKER COLLECTION LICENSE	$714.00	5	$3,570.00
Third Party Software				
Operating System				
MD06037	OS, DEVICE CAL, WINDOWS SERVER	$30.00	5	$150.00
Database				
MD8172	CAL, DEVICE, SQL SERVER 2014	$208.00	5	$1,040.00
Third Party Hardware				
Network, Cables and Connectors				
MD5027	CABLE, PATCH, CAT 5E, SHIELDED, 2FT	$2.00	27	$54.00
MD5028	CABLE, PATCH, CAT 5E, SHIELDED, 3FT	$2.00	5	$10.00
MD5029	CABLE, PATCH, CAT 5E, SHIELDED, 10FT	$3.00	16	$48.00
MD6358	CABLE, PATCH, CAT 5E, SHIELDED, 5FT	$2.00	5	$10.00
MD6359	CABLE, PATCH, CAT 5E, SHIELDED, 15FT	$5.00	10	$50.00

Product ID	Part Description	Unit Price	Units	Total Cost
MD6129	SURFACE MOUNT BOX, KEYSTONE, 2-PORT	$4.00	6	$24.00
MD8208	SURFACE MOUNT BOX, KEYSTONE, 4PORT	$4.00	5	$20.00
MD3102	COUPLER, SHIELDED, KEYSTONE CAT 5E	$4.00	21	$84.00
Workstation(s), Monitor(s), Associated Cables				
MD6008	WORKSTATION, DESKTOP	$920.00	5	$4,600.00
MD5022	INTEL PRO/1000 PT DUAL PORT SERVER ADAPTER	$169.00	5	$845.00
MD6145	SOUND CARD, VOICE, USB 3.5MM, SOUNDBLASTER	$46.00	5	$230.00
MD6140	SOUND CARD, VOICE RECORDER, USB	$26.00	5	$130.00
MD985	CABLE, USB A TO A EXTENSION, 10 FT	$2.00	10	$20.00
MD896	MONITOR, 22" INCH VIS, WIDE VIEWING ANGLE, DELL P2213	$203.00	5	$1,015.00
MD6009	SPEAKERBAR	$31.00	5	$155.00
MD6048	CABLE, MONITOR, DVI, MALE-MALE, 15FT	$12.00	5	$60.00
MD6322	CABLE, EXTENSION, 3.5MM STEREO, 10FT	$4.00	5	$20.00
Audio - Recording, Radio Headset Interconnection, Radio IRR				
MD4211	66 BLOCK, STANDARD	$9.00	1	$9.00
MD4215	66 BLOCK, WALLMOUNT FOR 66 BLOCK, STANDARD	$3.00	1	$3.00

Product ID	Part Description	Unit Price	Units	Total Cost
MD3055	CONTACT CLOSURE MODULE, USB - 4 PORTS	$165.00	5	$825.00
MD6321	CABLE, USB A MALE / B MALE, 15 FT	$3.00	5	$15.00
MD6097	CABLES, RADIO/PHONE INTERFACE, 15FT	$75.00	5	$375.00
MD6099	ADJUSTABLE LINE TRANSFORMER, RADIO/PHONE INTERFACE	$39.00	5	$195.00
MD6014	ADAPTER, -8- SCREW TERMINAL CONNECTIONS TO RJ45	$6.00	5	$30.00
MD60145	CABLE, EXTENSION FOR ADAPTER MD6014	$10.00	5	$50.00
MD8209	CABLE, 3.5MM STEREO MALE TO MALE, 12FT	$3.00	10	$30.00
MD6127	KEYSTONE JACK, 3.5MM STEREO TO SCREW TERMINAL	$15.00	10	$150.00
Third Party Hardware Spares				
MD6145	SOUND CARD, VOICE, USB 3.5MM, SOUNDBLASTER	$46.00	1	$46.00
MD3055	CONTACT CLOSURE MODULE, USB - 4 PORTS	$165.00	1	$165.00
MD6321	CABLE, USB A MALE / B MALE, 15 FT	$3.00	1	$3.00
MD6097	CABLES, RADIO/PHONE INTERFACE, 15FT	$75.00	1	$75.00

Product ID	Part Description	Unit Price	Units	Total Cost
MD6099	ADJUSTABLE LINE TRANSFORMER, RADIO/PHONE INTERFACE	$39.00	1	$39.00
MD6014	ADAPTER, -8- SCREW TERMINAL CONNECTIONS TO RJ45	$6.00	1	$6.00
MD60145	CABLE, EXTENSION FOR ADAPTER MD6014	$10.00	1	$10.00
Professional Services - Deployment				
MD352	Professional services	$21,645.00	1	$21,645.00
Shipping and Handling				
MD974	SHIPPING AND HANDLING	$1,800.00	1	$1,800.00

SUMMARY OF PRICING:	
	Extended Price
TCS Software	$ 51,140.00
Third Party Hardware and Software	$ 10,591.00
Professional Services and Shipping	$ 23,445.00
Silver / Future Proof Support & Maintenance – Year 1	$ 6,649.00
TOTAL ONE-TIME, NON-RECURRING COST:	**$ 91,825.00**

2. **Milestone Payments.** The Customer shall make periodic milestone payments to Contractor for the total one-time, non-recurring cost specified above as follows:

Milestone	Description	Payment Amount	Due Date
1	Third Party Hardware and Software Payment	$10,591.00	Date of signing of the Contract by the Customer.
2	System Installation Completion Payment (90%)	$73,110.60	Date the System is available to go-live.
3	System Acceptance Payment (10%)	$8,123.40	Date of acceptance of the System by the Customer.
TOTAL:		$91,825.00	

If completion of any payment milestone is delayed for any reason or dependency outside of Contractor's reasonable control, including but not limited to missed deliverables from the Customer or any other third party, the Customer will pay to Contractor 50% of the payment due for that milestone. Additionally, as necessary, the Customer and Contractor will in good faith negotiate commercially reasonable terms for modifications to the remaining milestone dates and this Contract will be updated accordingly and the Customer will pay to Contractor the remaining 50% of the delayed milestone as defined in the modified

Contract.

3. **Support and Managed Services Fees.** Certain technical support and managed services for certain of the Products (as such term is defined in the End User Terms and Conditions (Attachment D)) are available for purchase by the Customer in one year blocks as follows:

	Silver / Future Proof Support & Maintenance
Year 1	Included Above
Year 2	$ 8,183.00
Year 3	$ 8,183.00
Year 4	$ 8,183.00
Year 5	$ 8,183.00

Year 1 of the specific technical support and the specific managed services referred to and listed (each, if any) in the one-time, non-recurring cost specified in Section 1 above are included in the one-time, non-recurring cost specified in Section 1 above and commences upon installation of the Products. If not referred to and listed in the one-time, non-recurring cost specified in Section 1 above, Year 1 of technical support and managed services commences and is otherwise due and payable in full upon the installation date of the Products. For greater certainty, for purposes of annual technical support and managed services the date the System is available to go live shall be considered the installation date of all the Products. The anniversary date for technical support and managed services renewal is based on the installation date of the Products. The annual fee for renewing technical support and managed services for any year after Year 1 (i.e., the first year following the installation date of the Products) is due and payable on or before the beginning of such renewal year. Contractor reserves the right to change the annual fee for technical support and managed services at any time for any renewal year after the fifth (5^{th}) year following the installation date of the Products.

In the event the Customer fails or elects not to order (or renew) technical support or managed services for any year and thereafter wishes to order (or reinstate) such technical support or managed services (or wishes to order any other or different technical support or managed services than originally ordered and paid by it for a then-current annual period), the Customer may do so upon payment to Contractor of an applicable administrative reinstatement fee for the requested technical support and/or managed services. Unless otherwise agreed to by Contractor in writing, the administrative reinstatement fee for requested technical support and/or managed services will be an amount equal to (i) the total additional technical support and/or managed services fees the Customer would have had to pay to Contractor through the date of such requested (re)instatement had the Customer originally ordered or continued the requested technical support and/or managed services for each year from the installation date of the Products through such date, plus (ii) a reinstatement fee equal to ten percent (10%) of such amount. Upon payment of the applicable administrative reinstatement fee, the requested technical support and/or managed services will be (re)instated and will be provided until the end of the then-current annual period (based on the original installation date of the Products) prior to such (re)instatement so that the annual technical support and managed services fees for each year that technical support and any managed services thereafter is renewed following such (re)instatement shall continue to be due and payable on or before the same anniversary date of what was (or would have been) the annual technical support and managed services term prior to such (re)instatement.

4. **Form of Request for Payments.** Requests for payment by Contractor may be made by invoice(s) to be delivered by Contractor to the Customer. Within five (5) business days of receipt of any request for payment, the Customer shall notify Contractor whether the request has been accepted or rejected in whole or in part. Accepted amounts shall be processed by the Customer for immediate payment. Any amounts in any request for which no objection has been raised within such five (5) business day period shall be deemed accepted. In no event shall objection by the Customer to any part of any invoice be cause to delay

acceptance and/or payment on any undisputed portion of any invoice. In the event the Customer disputes any portion of any invoice, the parties agree to work together in good faith to resolve the issue(s) relating to the disputed amount as promptly as reasonably possible.

5. **Late Payments.** Unless otherwise indicated in any applicable invoice, payment on all invoices shall be due upon receipt of the invoice. Any accepted (or, as the case may be, deemed accepted) amount payable by the Customer hereunder that remains unpaid more than thirty (30) days following the date such payment is due shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or the highest amount allowed under applicable law, whichever is lower, on such overdue balance from the original due date until such balance is paid in full. The Customer shall also be responsible to Contractor for any costs Contractor incurs in collecting overdue amounts from the Customer hereunder. Without limiting any other right or remedy available to Contractor, failure of the Customer to pay any amounts under the Contract when due shall entitle Contractor, in its discretion, to withhold and suspend its performance and obligations under the Contract.

6. **Taxes.** Any and all fees specified in this Contract do not include sales, use, property, value-added, withholding or other taxes, duties or fees, associated with the licenses granted or Products or Services provided in this Contract ("**Taxes**"). To the extent applicable, any such Taxes shall be the sole responsibility of the Customer and will be billed to and paid by the Customer and the Customer shall hold Contractor harmless from the same. This Section shall not apply to Taxes based on Contractor's net income or payroll.

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ATTACHMENT C

OTHER CONTRACT PROVISIONS

1. **Liability.** No provisions of this Contract shall be construed as affecting or negating the standards or limitations for liability set forth in any applicable law limiting the liability of any party providing or assisting in providing any 911-related products or services.

2. **Governing Law.** The laws of the State of Missouri, excluding its conflict of law provisions, shall govern this Contract and all matters arising out of or relating to this Contract.

3. **Jurisdiction.** Any legal action or proceeding relating to this Contract brought by either party shall be instituted in a state court in Jasper County, Missouri or a federal court in the Western District of Missouri. Each party hereby expressly agrees to submit to the jurisdiction of, and agrees that venue is proper in, these courts in any such legal action or proceeding.

4. **Notices.** All notices required to be sent hereunder or in connection herewith shall be in writing sent to the other party's address as specified below and shall be deemed to have been given (i) on the date sent by confirmed facsimile, (ii) on the date delivered by reputable overnight courier, or (iii) three (3) days following the date such notice was mailed by first class mail.

   (a) Notices to the Customer shall be sent to the Customer at the following address (or to such other address as the Customer may specify from time to time by written notice to Contractor):

   City of Joplin
   602 S. Main St.
   Joplin, MO 64801
   Attn.: Mark Morris, Director of Information Systems
   Tel.: (417) 624-0820 (X 247)
   Fax: (417) 625-4778

   (b) Notices to Contractor shall be sent to Contractor at the following address (or to such other address as Contractor may specify from time to time by written notice to the Customer):

   TeleCommunication Systems, Inc.
   275 West Street
   Annapolis, MD 21401
   Attn.: Contracts Department
   Tel.: 410-263-7616
   Fax: 410-280-4903

5. **Term and Termination**

   (a) Term. The Contract shall commence as of the date the last party hereto signs and shall remain in effect until the earlier of (1) the completion of all annual technical support services ordered by Customer and to be provided by Contractor hereunder, or (2) termination of the Contract by either party as provided below:

      i. **Termination for Cause.** Either party may terminate the Contract upon written notice to the other party if such other party materially breaches any term or condition of the Contract and such other party (a) fails to cure such breach within thirty (30) days following receipt of written notice specifying the breach in detail, or (b) if such breach cannot be cured within such thirty (30) day period, fails to begin a reasonable good faith

cure of such breach within such thirty (30) day period and continues to pursue such cure in good faith such that the non-breaching party is not materially prejudiced in any way.

ii. **Termination for Insolvency.** Either party may terminate the Contract immediately upon written notice to the other party if the other party (a) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or involuntary proceeding relating to insolvency, and such involuntary petition or proceeding is not dismissed within thirty (30) days of the earlier of its filing or commencement.

iii. **Termination for Convenience or Non-Appropriations.** The Customer may terminate this Contract at any time (a) for convenience for any reason or for no reason, other than for cause, by giving not less than 90 days prior written notice to the Contractor of such termination and specifying the effective date of such termination; or (b) upon written notice to the Contractor in the event funding for payments under this Contract in any future fiscal year is dependent upon the availability of federal, state or local funding and such federal, state or local funding sufficient to enable the Customer to meet its obligations under this Agreement is not appropriated to the Customer. Without limiting the other details of this Agreement, upon any such termination of the Contract by the Customer the Contractor may invoice the Customer for all previously non-invoiced work completed and materials ordered and received up to the date of termination and the Customer shall promptly pay all undisputed amounts. Materials that were ordered and received and that are paid for in full by the Customer will be delivered to the Customer. For any previously non-invoiced work completed prior to the termination that did not result in the delivery of materials, such work may be invoiced in proportion to the value of the work actually completed as reasonably documented by the Contractor.

(b) Effect of Termination. Termination of the Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the Customer of its obligation to pay all fees that have accrued or are otherwise owed by the Customer under or related to the Contract prior to termination of the Contract. Furthermore, provided that, prior to termination, the Customer pays all fees that have accrued or are otherwise owed (or will accrue or be owed) by the Customer under or related to the Contract through acceptance of the Products following installation, termination of the Contract shall not affect the Customer's right to continue to use the TCS Software in accordance with the terms of Sections 1(a). (b) and (c) of the End User Terms and Conditions (Attachment D). In all other cases, upon termination of the Contract (i) the Customer's right to use any of the TCS Software shall immediately terminate; and (ii) upon Contractor's request, the Customer, at the Customer's sole cost expense, shall return the Products to Contractor. In addition to any other provisions of the Contract that expressly survive termination of the Contract, the parties' rights and obligations under Sections 2, 3, 4, 5 and 7 of the End User Terms and Conditions (Attachment D) shall survive termination of the Contract. Upon termination of the Contract, the Customer furthermore, at the request of Contractor, shall promptly certify that it has destroyed or returned to Contractor all Confidential Information, and all copies or derivatives in any form thereof, whether or not modified or merged into other materials. The foregoing requirement to destroy or return Confidential Information shall not apply to Confidential Information to the extent that the Customer has the right to otherwise maintain a copy of such Confidential Information in accordance with the terms hereof. For example, the Customer shall be permitted to retain and use Confidential Information necessary solely for purposes of enabling the Customer to exercise any right the Customer may have hereunder to continue to use the TCS Software after termination as described above.

6. Severability. In the event any provision of this Contract, or part thereof, is held by a court of competent jurisdiction to be invalid or unenforceable, such offending provision, or part thereof, shall be deemed to be modified to the extent necessary to allow it to be enforced to the extent permitted by applicable law, or if it

cannot be so modified, the offending provision, or part thereof, shall be deemed severed from the Contract. In any event, the remaining provisions of this Contract shall remain in full force and effect.

7. **Waiver.** The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.

8. **Force Majeure**. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Notwithstanding the foregoing, such cause or condition shall not include a party's lack of funds, lack of credit, or other financial inability to perform. If a party intends to rely on the foregoing force majeure protection, it shall timely notify the other party in order to permit the other party, in its sole discretion, to suspend or curtail its own performance under the Contract for such time as the failure, delay or default continues.

9. **Export Administration.** The Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that no Products (as such term is defined in the End User Terms and Conditions (Attachment D), nor any direct product thereof, is (i) exported, directly or indirectly, in violation of any Export Laws; or (ii) intended to be used for any purposes prohibited by any Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

10. **Successors and Assigns.** All provisions of the Contract shall be binding upon, inure to the benefit of and be enforceable by and against each party and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this Contract nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Customer without the prior written consent of Contractor and any such attempted assignment shall be void and of no effect.

11. **Relationship Between the Parties.** Each party is an independent contractor of the other and nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the parties.

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ATTACHMENT D

END USER TERMS AND CONDITIONS

These End User Terms and Conditions apply to (a) the hardware products ordered by the Customer through TCS for the System (the "**Hardware**"); (b) the TCS computer software (in object code format only) ordered by the Customer through TCS for the System and the media upon which such computer software is delivered to the Customer (the "**TCS Software**"); and (c) the third party computer software (in object code format only) ordered by the Customer through TCS for the System and the media upon which such third party software is delivered to the Customer (the "**Third Party Software**"); and (d) the TCS guides, manuals and other written, viewable and/or printable materials provided to the Customer or otherwise generally made available by TCS to the Customer for use of the TCS Software from time to time (the "**Documentation**"). These End User Terms and Conditions also apply to the Customer Acquired Components (if any). The Hardware, TCS Software and Third Party Software are collectively referred to herein as the "**Products**". These End User Terms and Conditions also apply to the installation, support and any managed services provided by TCS with respect to the Products and, if applicable, the Customer Acquired Components (collectively, "**Services**"). Without limitation, the Customer must provide TCS with, and hereby grants to TCS, authority and access to contact any third parties, on behalf of the Customer, in order to obtain any information necessary to facilitate the Services.

1. Rights Granted

(a) **License.** Subject to the terms and conditions of the Contract (including, without limitation, timely payment by the Customer of all amounts due to TCS hereunder), TCS hereby grants to the Customer a nontransferable, nonexclusive license ("**License**") as follows:

(i) The Customer may use the TCS Software solely for the Customer's internal purposes and may permit its employees or other third party individuals otherwise authorized by the Customer ("**Designated Users**") to use the TCS Software for such purposes. Each Designated User's use of the TCS Software shall be subject to all of the terms of the Contract. Upon TCS's request, the Customer agrees to provide TCS with a written list of all Designated Users.

(ii) The Customer may use copies of the Documentation in support of the Customer's authorized use of the TCS Software, and may reproduce the Documentation, at no additional charge to the Customer; provided, that all titles, trademarks and copyright and restricted notices shall be reproduced in all such copies.

(iii) The Customer may make one (1) copy of the TCS Software solely for archival, backup purposes; provided, that (a) no other copies shall be made without TCS's prior written consent; (b) all titles, trademarks, and copyright and restricted rights notices shall be reproduced in all permitted copies; and (c) such archival and backup copy of the TCS Software shall be subject to the terms of the Contract.

(b) **No Reverse Engineering.** The Customer shall not modify, enhance, translate, reverse engineer, disassemble or decompile the Products, nor cause, permit, or attempt any of the foregoing. The Customer shall not create derivative works based upon the Products.

(c) **Use by Designated Users.** Each Designated User's use of the Products shall be subject to all of the terms of the Contract. At no time shall the total number Designated Users using the Products (including, without limitation, logging into the TCS Software) at any one time from any device(s) exceed the number of Designated Users (or, as the case may be, units of licenses) identified on Attachment B (Payment Provisions).

(d) **Updates.** The terms of these End User Terms and Conditions shall apply to any Updates that TCS may provide to Customer. For purposes hereof, "**Update(s)**" means a subsequent release of any TCS Software (and, if the Customer has elected and paid for the appropriate TCS managed services option, covered Third Party Products) that, at TCS's sole discretion, may be made available at no additional charge (other than possible applicable hardware, media and handling charges) that consists of minor technical or functional additions or modifications to such products. Updates do not include any release, option, or future product that TCS (or, as the case may be, any applicable third party manufacturer) licenses or sells separately, or any upgrade in features, functionality or performance of any products that TCS (or, as the case may be, any applicable third party manufacturer) licenses or sells separately.

(e) **Upgrades.** If the Customer subscribes and pays for TCS's "Future Proof" managed services option, the terms of these End User Terms and Conditions also shall apply to any Upgrade(s) that TCS may provide to the Customer. For purposes hereof, "**Upgrade(s)**" means an upgrade in features, functionality or performance of the covered TCS Software that TCS licenses or sells separately but which is made available to the Customer pursuant to and in accordance with the terms of TCS's "Future Proof" option.

(f) **Third Party Products.** The Hardware and Third Party Software (collectively, "**Third Party Products**") may be provided to the Customer subject to or under the terms of applicable separate license, end user or other

agreement (each, a "**Vendor Agreement**") between the Customer and the actual original manufacturer of such Third Party Product(s). With respect to Third Party Software, unless other terms of use are expressly specified in a Vendor Agreement covering such Third Party Software, the Customer's right to use such Third Party Software otherwise is subject and limited to the same rights and restrictions applicable to the Customer's use of the TCS Software. TCS shall not be deemed a party to any Vendor Agreement and in no event shall TCS be deemed to have any obligations, responsibilities or liabilities with respect to any Vendor Agreement. In the event that any Third Party Products requires acceptance of a "shrink wrap", "click-through" or similar type of license or agreement for the access, opening, unpacking, installation, configuration or use thereof, the Customer acknowledges and agrees that TCS may act as an agent on the Customer's behalf in accepting and executing any such license or agreement on behalf of the Customer. As applicable, TCS will use reasonable efforts to ensure that the Customer has or is promptly provided with a copy of the Vendor Agreement(s) for the applicable Third Party Product(s) when such Third Party Product(s) are installed for the Customer in the System.

2. Ownership

As between the parties, upon TCS's receipt of applicable payment therefor from the Customer, the Customer shall own and retain all right, title and interest in and to the Hardware and any applicable license rights to use the Third Party Software. As between the parties, TCS shall own and retain all right, title and interest in and to the TCS Software (including, without limitation, any Updates to the TCS Software and any Upgrades), the Documentation and all developments arising from any development work and/or other services performed by TCS in connection with the Contract ("**Developments**"), including, without limitation, all patent rights, copyrights, mask work rights, trademarks, service marks, trade secrets, moral rights and all other intellectual property rights relating thereto. The Customer does not acquire any rights, express or implied, in the Products, the Documentation or any Developments, other than those specified in the Contract. The Customer hereby irrevocably transfers, conveys and assigns to TCS any and all rights it may acquire in any Developments and, at TCS's request and expense, shall take any and all action and execute any and all documents necessary to effectuate and perfect such assignment. In the event that the Customer makes suggestions to TCS regarding new features, functionality or performance that TCS adopts for any TCS Software for general commercial release, or suggests any changes to the Documentation, such new features, functionality, performance and changes shall become the sole and exclusive property of TCS. Without limiting any of the foregoing, nothing in the Contract shall be construed or interpreted as preventing or limiting TCS from in any way designing, implementing or otherwise providing, supporting or servicing any similar 9-1-1 or other systems for any other customers.

3. Limited Warranties; Remedy for Breach of Warranty; Disclaimers

(a) **Limited Products Warranty.** The Products delivered by TCS pursuant to the Contract shall, at the time of delivery and for a period of one (1) year thereafter, be free from defects in materials or workmanship and shall conform in all material respects to the Documentation. For greater certainty, for purposes of this warranty the date the System is available to go live shall be considered the date of delivery for all the Products. This warranty shall be void to the extent that defects or failures of the Products to perform in accordance with the Documentation are caused by (i) the Customer's or any end user's negligence, misuse, or accident; (ii) any alteration or repair by the Customer or any end user not approved by TCS; (iii) any operation outside of environmental specifications for the Products provided by TCS; or (iv) problems relating to or caused by software, materials or services (including, without limitation, any installation services) not provided or approved by TCS. Additional fees (including, without limitation, applicable hourly professional or other fees at TCS's then-applicable standard rates and any other out-of-pocket expenses) may be charged by TCS for any repairs to the Products made by TCS resulting from defects or failures not covered by this warranty.

(b) **Limited Services Warranty.** Services shall be performed by TCS in a manner consistent with generally accepted professional standards and will be warranted for ninety (90) days from the performance of the applicable Services.

(c) **Remedy for Breach of Warranty.** For any breach of the warranties contained in this Section 3, the Customer's exclusive remedy and TCS's entire liability shall be, at TCS's option, to (i) repair, revise or replace the defective or non-conforming Products or Services to bring the same into compliance with warranties above; or (ii) refund to the Customer the pro-rated amount actually paid by the Customer to TCS for the relevant defective or non-conforming Products or Services, provided, however, that with respect to any defective Hardware or Third Party Software, any such refund shall be subject to return of such defective Hardware and Third Party Software (and all copies thereof) to TCS and, with respect to any defective TCS Software, any such refund shall be subject to certification to TCS that the Customer has destroyed or has returned to TCS such defective TCS Software and all copies thereof. Any replacement Products or Services provided will be warranted from the date of replacement until the later of (x) the end of the original warranty period or (y) thirty (30) days.

(d) **Disclaimers**. Except as provided in Sections 3(a) and (b) above, TCS does not warrant that (i) the Products or Services will meet the Customer's requirements, (ii) the Products or Services will operate in combination with other hardware, software, systems or data not provided or validated by TCS that the Customer or any Designated User may select for use, (iii) the operation of the Products and Services will be uninterrupted or

error-free, or (iv) that data will be accurate or uncorrupted when generated by or transmitted through the Products or Services. Without limiting any of the foregoing, TCS shall not be responsible for the quality or accuracy of any data not originally developed by it, nor shall TCS be responsible for any errors or other issues in the operation of the Products resulting from, in whole or in part, any data not originally developed by it.

(e) THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE PRODUCTS, DOCUMENTATION AND ANY SERVICES IS AT ITS SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS, DOCUMENTATION AND SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, INFORMATION AND EQUIPMENT INCLUDED OR PROVIDED BY TCS OR ANY OTHER THIRD PARTY IN CONNECTION THEREWITH) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES OF QUALITY OF SERVICE. ANY WARRANTIES IMPLIED OR REQUIRED BY LAW THAT CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH IN SECTION 3(a) ABOVE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TCS DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY MISUSE OR UNAUTHORIZED DISCLOSURE OF DATA FROM THE PRODUCTS BY THE CUSTOMER, ANY DESIGNATED USERS OR ANY OTHER THIRD PARTY.

WITH RESPECT TO ANY THIRD PARTY PRODUCTS, THE RESPECTIVE ACTUAL ORIGINAL MANUFACTURERS OF THE THIRD PARTY PRODUCTS MAY WARRANT SUCH THIRD PARTY PRODUCTS AS PROVIDED IN THE APPLICABLE VENDOR AGREEMENT FOR SUCH THIRD PARTY PRODUCTS. SUCH THIRD PARTY WARRANTIES, IF ANY, WILL BE THE CUSTOMER'S SOLE REMEDY RELATING TO SUCH THIRD PARTY PRODUCTS. TO THE EXTENT REASONABLY POSSIBLE, TCS SHALL PASS-THROUGH ANY SUCH WARRANTIES TO THE CUSTOMER, BUT IN NO EVENT SHALL TCS BE RESPONSIBLE FOR ANY WARRANTY CLAIMS FOR ANY THIRD PARTY PRODUCTS.

4. Limitation of Liability

IN NO EVENT SHALL TCS'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER THE TERMS OF THE CONTRACT EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY TCS FROM THE CUSTOMER PURSUANT TO OR IN CONNECTION WITH THE CONTRACT IN THE PRECEDING TWELVE-MONTH PERIOD. IN NO EVENT SHALL TCS BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY OF TCS'S LICENSORS BE LIABLE FOR ANY DAMAGES OR LOSS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH TCS LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of the Contract allocate the risks between TCS and the Customer. The Customer acknowledges and agrees that the pricing it received for the Products and Services reflects this allocation of risk and the limitation of liability specified herein.

5. Indemnification

The Customer hereby agrees to indemnify, defend and hold harmless TCS and each of its officers, directors, shareholders, employees, affiliates, licensors, contractors and agents (each, a "TCS Indemnitee") from and against any and all liability and costs (including reasonable attorneys' fees) incurred by any TCS Indemnitee in connection with any claim, whether or not successfully asserted, arising out of (a) any breach by Customer of the terms of the Contract; or (b) the Customer's and/or any Designated User's use of the System.

6. Verification and Audit Rights

At TCS's written request, the Customer shall furnish TCS with a certificate executed by an authorized agent of the Customer verifying that the Products are being used pursuant to and in accordance with the terms and conditions of the Contract. At its expense and upon reasonable prior notice to the Customer, TCS may audit the Customer's use of the Products. Any such audit shall be conducted during regular business hours at the Customer's facilities and shall not unreasonably interfere with the Customer's business activities. If an audit reveals that the Customer has underpaid fees for use of the Products as a result of unauthorized use or copying of the Products, or any portion thereof, the Customer shall be invoiced for such underpaid fees based on the price list for the Products in effect at the time the audit is completed plus interest thereon at the prevailing U.S. dollar prime rate from the initial date of the unauthorized use. If the amount of the underpayment exceeds 5% of the total fees paid by the Customer in the year of such audit, then the Customer shall also pay TCS's reasonable costs of conducting the audit. TCS's right to conduct any audit pursuant to this Section 6 shall survive any termination of the Contract.

7. **Other Terms**

(a) **Non-Disclosure.** By virtue of the Contract, the Customer may have access to information that is confidential to TCS ("**Confidential Information**"). Confidential Information may include but not be limited to the Products, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names and other proprietary information relating to TCS and/or its business generally.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Customer; (ii) was in the Customer's lawful possession prior to the disclosure and had not been obtained by the Customer either directly or indirectly from TCS; (iii) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (iv) is independently developed by the Customer without use of or reference to the Confidential Information. In addition, this Section 7(a) will not be construed to prohibit disclosure of Confidential Information by the Customer to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that the Customer shall first have given notice to TCS and shall have made a reasonable effort to obtain a protective order limiting the disclosure of any Confidential Information and requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Such information so disclosed shall be deemed Confidential Information for all other purposes.

The Customer agrees, unless required by law or valid order as described above, not to make the Confidential Information available in any form to any third party (other than the Designated Users on a need-to-know basis) or to use the Confidential Information for any purpose other than in the performance of the Contract. The Customer shall not disclose the results or other details of any performance tests or other evaluations of any of the Products or Services to any third party without TCS's prior written approval. The Customer agrees to take all reasonable steps to ensure that TCS's Confidential Information is not disclosed or distributed by any Designated Users in breach of the Contract, and that all Designated Users have agreed to confidentiality terms at least as strict as those set forth herein. The Customer agrees that it will be liable to TCS for any failure by any Designated Users to abide by the terms of this Contract. This Section 7(a) constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to TCS's Confidential Information.

(b) **Non-Solicitation.** During the term of the Contract, and for a period of one (1) year thereafter, the Customer shall not, directly or indirectly, (a) solicit, hire or attempt to hire any TCS employee or former employee of TCS whose employment with TCS ended less than one (1) year prior to the date of such solicitation, hiring or attempt to hire, nor (b) induce or recruit any TCS employee to terminate his/her employment with TCS or to apply for or to accept employment with any other person or entity; provided, however, that the foregoing provisions shall not prevent the Customer from (i) hiring any employee or former employee of TCS who initiates contact with the Customer prior to solicitation by the Customer or (ii) soliciting or employing any such employee or former employee as a result of advertisements in trade journals, newspapers or similar publications of general circulation placed by the Customer. The Customer acknowledges that, in the event of a breach of this Section 7(b), actual damages would be difficult or impossible to ascertain. Accordingly, in the event of any breach of this Section 7(b), in addition to any other remedy to which TCS may be entitled, at law or in equity, the Customer agrees to pay to TCS the sum of $100,000, as liquidated damages that fairly represent a reasonable forecast of the costs TCS will have incurred to recruit and train any such former employee. Such amount shall in no event be construed to be a penalty of any kind.

(c) **Injunctive Relief**. The Customer acknowledges and agrees that TCS may be damaged irreparably in the event any of the provisions of Sections 7(a) or 7(b) of these End User Terms and Conditions are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Customer agrees that, in addition to any other remedy to which TCS may be entitled, at law or in equity, TCS shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of the provisions of Sections 7(a) or 7(b) of these End User Terms and Conditions and to enforce specifically such provisions in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter.

(d) **Government Restricted Rights.** To the extent the Customer is any unit or agency of the United States Government (the "**Federal Government**"), or if Customer is using funds provided by the Federal Government, the following applies: It is understood and acknowledged that the Products are classified, as applicable, as "Commercial Computer Software" and/or "Software Documentation" and/or "Technical Data" related to "Commercial Items", as such terms or their equivalents are defined in the applicable provisions of the Federal Acquisition Regulations ("FARs") and supplements thereto, including the Department of Defense FAR Supplement ("DFARS"), and are provided with RESTRICTED RIGHTS. For greater certainty, it is understood and acknowledged that all such Products were developed entirely at private expense and no part of such Products were first produced in the performance of a Federal Government contract. As such, to the extent applicable, consistent with FAR 12.211 and 12.212 (and any other applicable equivalent FAR or DFARS provision) any such Products provided to or used by or for the Federal Government may be done so only under and subject to the commercial license terms included in these End User Terms and Conditions and the Federal Government's rights therein are to be RESTRICTED and/or LIMITED pursuant to such terms.

(e) **Product Reference, Marketing Materials and Press Release.** The Customer agrees, upon request and with reasonable notice from TCS, to act in the capacity of a reference, discussing TCS products utilized and services received by the Customer, with potential TCS customers or business partners. Without limiting the foregoing, the Customer agrees, upon request and reasonable notice from TCS, to provide TCS (and potential TCS customers and business partners) with access to its facilities (during regular business hours at such facilities and in a manner so as not to unreasonably interfere with the business activities at such facilities) for purposes of enabling TCS to demonstrate the Products and Services to such potential TCS customers and business partners. Furthermore, upon request from TCS, the Customer agrees to provide TCS with a quote for the Products and Services that TCS generally may use and attribute to the Customer in marketing the Products and Services to potential TCS customers or business partners. The Customer agrees to allow TCS to use the Customer's name for purposes of identifying the Customer as a customer of TCS on TCS's website, advertisements, brochures, or other marketing materials circulated or published in any form whatsoever by TCS including a press release announcing the Customer's licensing and use of the Products and Services. Upon request of TCS, the Customer will provide a quote for any such press release. If desired and agreed by both parties, a joint press release may be issued. Under the joint press release, both parties will agree on the final version of the press release prior to publication.

[*End of End User Terms and Conditions*]

COUNCIL BILL NO. 2014-031 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TeleCommunications Systems, Inc. (TCS) for the purpose of providing equipment and services to facilitate integration between Jasper County Emergency Services (JASCO) and the Joplin Police Department (JPD); and authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and TCS, retaining TCS for the provision of equipment and services in order to facilitate integration between JASCO and JPD, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____ .

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SECOND &THIRD READING

City of JOPLIN City Council Agenda Item

Requested Council Meeting Date: December 15, 2014

Item: Council Bill No. 2004-668
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Exhibit "A", including, attached map
2) Council Bill 2004-668

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

INTRODUCTION:

This amended Council Bill activates Project (Parcel) "I" that is part of the 1717 Market Place Tax Increment Financing Plan. The location of the parcel is generally described as located North of the existing Macadoodles store fuel pumps. Per the TIF agreement that is in effect, all projects must be activated by January 2015. The "amended" bill fixes an issue with the legal description contained in the original bill that was tabled by Council in 2005.

DISCUSSION:

On January 10, 2005, the City Council passed Ordinance 2005-006 approving the 1717 Market Place TIF Increment Financing Plan (the "Redevelopment Plan") and the Tax Increment Financing Redevelopment Agreement LLC (the "Redevelopment Agreement") between the City and 1717 Market Place. The Redevelopment Plan provides for the construction of redevelopment projects on several parcels in the TIF District. Most of the projects and parcels have been activated and contain several stores, including, the Macadoodles store, Wal-Mart and Academy Sports. The approval of this Council Bill will activate tax increment financing within Parcel I in the TIF district. This will allow for the collection of the incremental increase in real property taxes and half of the economic activity taxes (e.g., sales taxes) in the future.

RECOMMENDATION:

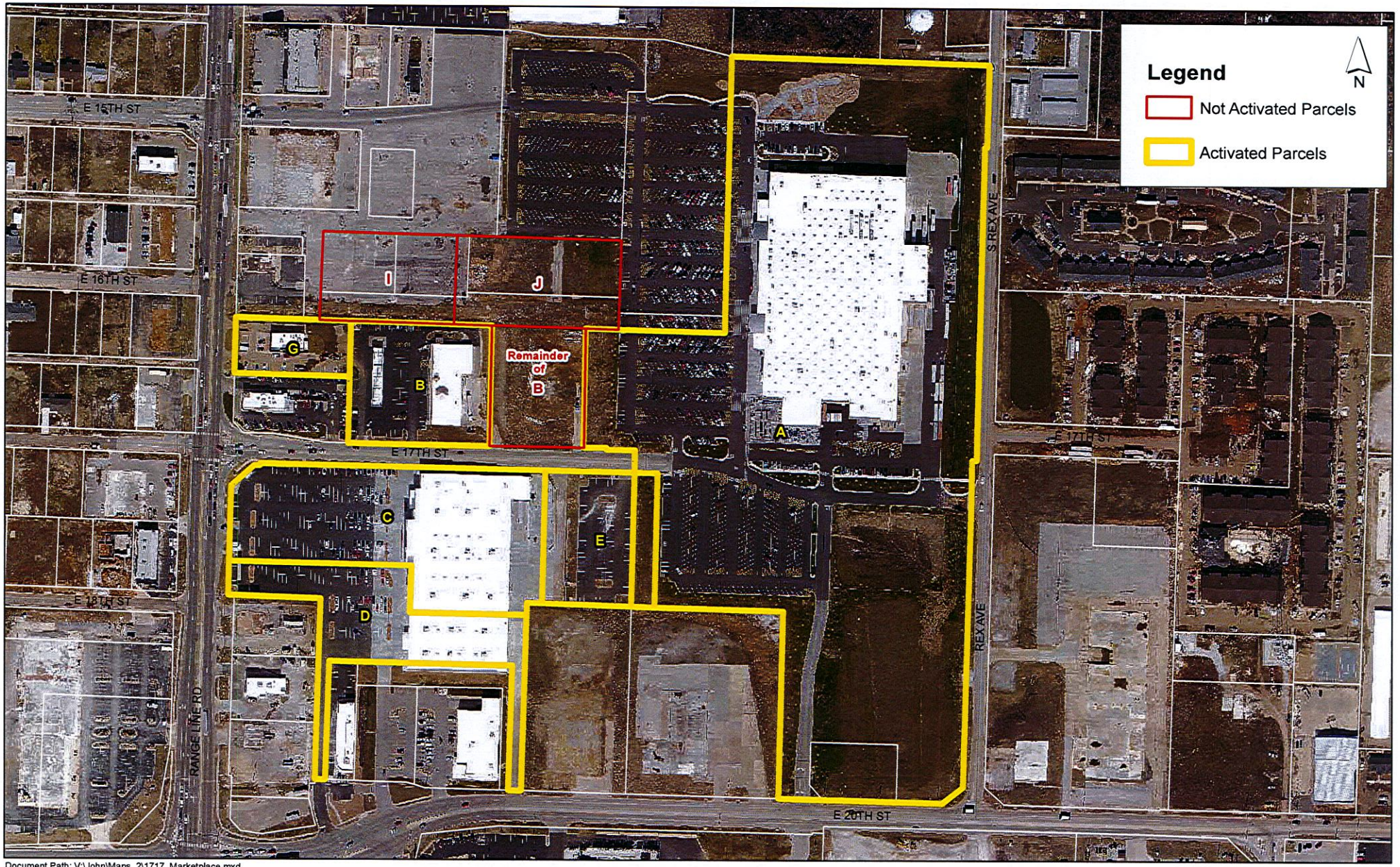
Staff recommends approval of amended Council Bill 2004-668 to complete the activation of Parcel "I" in the 1717 Market Place TIF District per the Redevelopment Agreement requirements.

EXHIBIT A

PROJECT I

PARCEL I:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 279.04 FEET EAST AND 1,106.76 FEET NORTH OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE NORTH 02°01'01" EAST 207.71 FEET, THENCE SOUTH 88°24'15" EAST 314.38 FEET; THENCE SOUTH 02°01'01 WEST 207.79 FEET, THENCE NORTH 88°16'55" WEST 314.50 FEET TO THE POINT OF BEGINNING, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.



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Date: 11/21/2014

AMENDED COUNCIL BILL NO. 2004-668 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Project for Parcel I of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

WHEREAS, on January 10, 2005, the City of Joplin, Missouri (the "City") adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") by Ordinance No. 2005-006, and designated the Redevelopment Area, described therein, as a blighted area area; and

WHEREAS, the Redevelopment Plan contemplates implementation through ten (10) separate Redevelopment Projects designated as Projects A through J, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the area selected for the Redevelopment Project for Parcel I legally described in Exhibit A attached hereto is approved and designated as Redevelopment Project I. The Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Project I. After the total equalized assessed valuation of the taxable real property in Project I exceeds the certified total initial equalized assessed valuation of the taxable real property in Project I, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 R.S.Mo. 2000, as amended, each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Project I shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Project I, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Project I over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 R.S.Mo. 2000, as amended, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
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 15, 2014

Item: Council Bill Nos. 2004-669
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Exhibit "A", including, attached map
2) Council Bill 2004-669

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

INTRODUCTION:

This amended Council Bill activates Project (Parcel) "J" that is part of the 1717 Market Place Tax Increment Financing Plan. The legal description for Parcel "J" also includes the remaining portion of Parcel "B" (see attached map) that was not activated when Parcel "B" was submitted to the city council for activation of the Macadoodle's store in 2008. Per the TIF agreement that is in effect, all projects must be activated by January 2015. The "amended" bill fixes an issue with the legal description that occurred when a portion of Parcel "B" was left out when the city activated the Macadoodle's project.

DISCUSSION:

On January 10, 2005, the City Council passed Ordinance 2005-006 approving the 1717 Market Place TIF Increment Financing Plan (the "Redevelopment Plan") and the Tax Increment Financing Redevelopment Agreement LLC (the "Redevelopment Agreement") between the City and 1717 Market Place. The Redevelopment Plan provides for the construction of redevelopment projects on several parcels in the TIF District. Most of the projects and parcels have been activated and contain several stores, including, the Macadoodles store, Wal-Mart and Academy Sports. The approval of this Council Bill will activate tax increment financing within the remaining parcels in the TIF district. This will allow for the collection of the incremental increase in real property taxes and half of the economic activity taxes (e.g., sales taxes) in the future.

RECOMMENDATION:

Staff recommends approval of Council Bill 2004-669 to complete the activation of Parcel "J" (includes remainder of Parcel "B") in the 1717 Market Place TIF District per the Redevelopment Agreement requirements.

EXHIBIT A

PROJECT J

PARCEL J:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 279.04 FEET EAST AND 1,106.76 FEET NORTH OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH 88°16'55" EAST 314.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°01'01" EAST 207.79 FEET; THENCE SOUTH 88°24'15" EAST 376.11 FEET; THENCE SOUTH 01°35'10" WEST 170.29 FEET; THENCE SOUTH 02°25'43' WEST 38.35 FEET; THENCE NORTH 88°16'55" WEST 377.11 FEET TO THE POINT OF BEGINNING IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

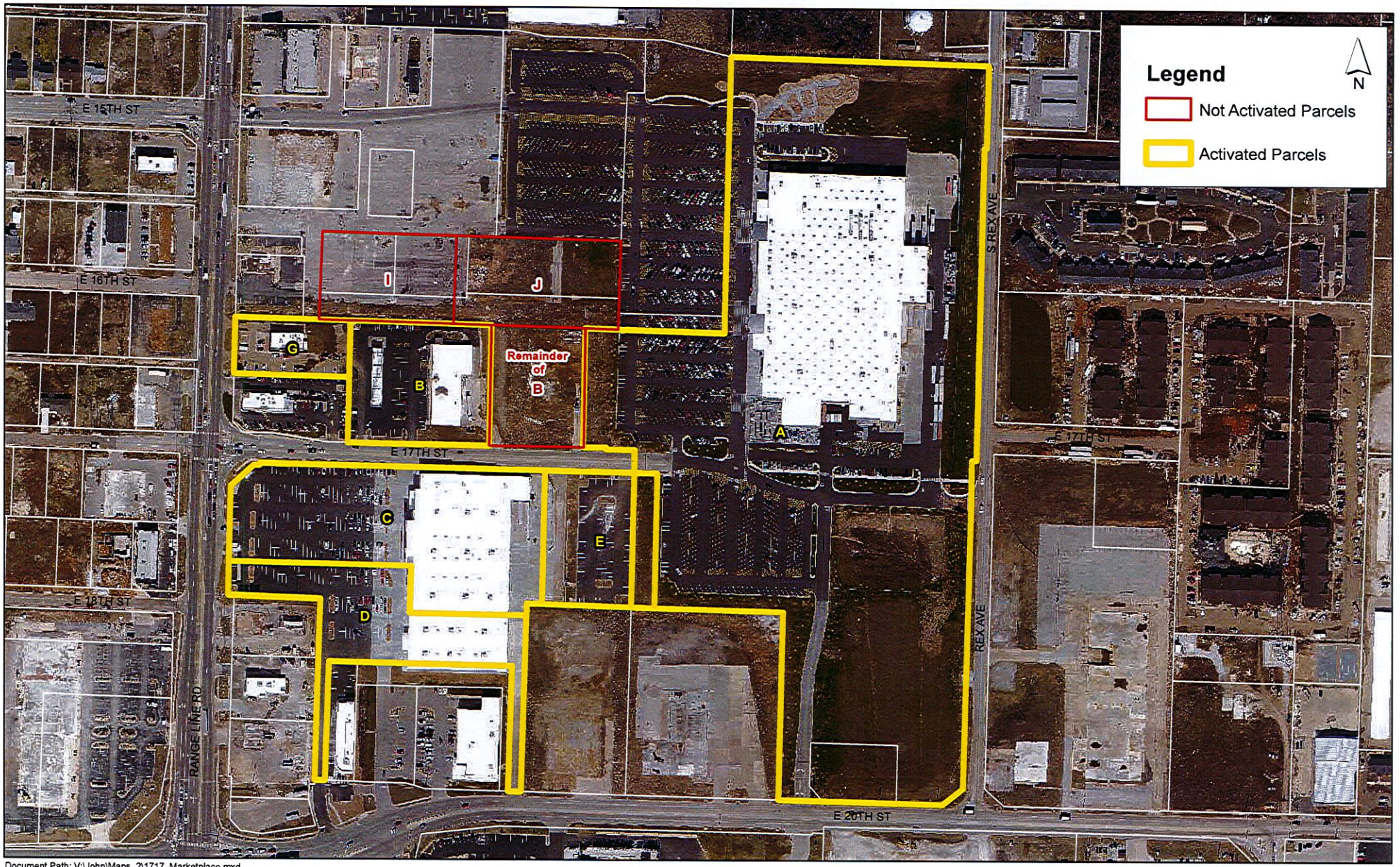
and

REMAINDER OF PARCEL B:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE EAST 634 FEET; THENCE NORTH 828.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 17TH STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE 115.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 115.00 FEET; THENCE WEST 115.66 FEET; THENCE NORTH 173.48 FEET; THENCE EAST 416.14 FEET; THENCE SOUTH 281.25 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 297.94 FEET TO THE POINT OF BEGINNING, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI,

EXCEPT, THAT PART LYING WITHIN THE BOUNDS OF "PARCEL A" AS DESCRIBED IN CITY OF JOPLIN ORDINANCE NO. 2006-159,

AND EXCEPT, THAT PART LYING WITHIN THE BOUNDS OF "PARCEL B" AS DESCRIBED IN CITY OF JOPLIN ORDINANCE NO. 2008-208.



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Date: 11/21/2014

AMENDED COUNCIL BILL NO. 2004-669 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Project for Parcel J of the 1717 Market Place Tax Increment Financing Plan and adopting Tax Increment Financing therein.

WHEREAS, on January 10, 2005, the City of Joplin, Missouri (the "City") adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") by Ordinance No. 2005-006, and designated the Redevelopment Area, described therein, as a blighted area area; and

WHEREAS, the Redevelopment Plan contemplates implementation through ten (10) separate Redevelopment Projects designated as Projects A through J, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the area selected for the Redevelopment Project for Parcel J legally described in Exhibit A attached hereto is approved and designated as Redevelopment Project J. The Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Project J. After the total equalized assessed valuation of the taxable real property in Project J exceeds the certified total initial equalized assessed valuation of the taxable real property in Project J, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 R.S.Mo. 2000, as amended, each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Project J shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Project J, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying Redevelopment Project Costs and obligations incurred in the payment thereof.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Project J over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 R.S.Mo. 2000, as amended, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NEW BUSINESS

- News from the Public Information Office, Lynn Onstot